

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, April 17, 2012

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 2012-0715**

Approve or Deny the petition filed Angela Jones Long, owner, Gale York of Jackson Hewitt, Applicant, represented by Fred Windham, Windham Signs, for a certain property located at 6051 Highway 98 W (Parcel 051N-11-007.00, PPIN 009066, Ward 3), to vary from:

1. Article 5, Section 95.15 (2), which states that no person may engage in any activity that causes an increase in the extent of nonconformity of a nonconforming sign. Without limiting the generality of the foregoing, no nonconforming sign may be enlarged/reduced or altered in such a manner as to aggravate the nonconforming condition. Nor may illumination be added to any nonconforming sign; and instead allow an activity that causes an increase in the extent of nonconformity of a nonconforming sign, and also allow illumination to a nonconforming sign.

2. Article 5 Section 95.15 (3), which states that a nonconforming sign may not be replaced except to bring the sign into complete conformity with this Section, and instead allow a nonconforming sign to be replaced without bringing the sign into complete conformity with this Section;

(non-conformities include the following Article 5 sections: 95.10 (2Bb) - Message area; 95.10 (2F) - side setbacks; 95.10 (2E) - front setback; 95.10 (2Aa) - Number of Free Standing Signs; and 95.10 (3I) free standing (off-premise) outdoor sign on a lot where an existing on premise free standing sign is located); Hattiesburg Planning Commission recommended to DENY on April 4, 2012.

Attachments: 6051 Highway 98 W (Minutes and Packet)

VI.-2 2012-0714

Approve or Deny the petition filed by W. H. Capital, LLC c/o Waffle House, Inc., owner and represented by Mark Tramontana, Senior Account Executive, Mitchell Signs, to vary from Article 5, Section 95.10 (2D), which states that in a B-5, Regional Business District the width of an On-Premise Free Standing Signs shall not exceed sixteen (16) feet, and instead allow twenty foot, eleven and one-quarter inches (20'11 ¼"), for a variance of four foot eleven and one-quarter inches (4'11 ¼"), for a certain property located at 963 Broadway Drive (Parcel 23-924-6-1, PPIN 33415, Ward 4); Hattiesburg Planning Commission recommended to DENY on April 4, 2012.

Attachments: 963 Broadway Drive (Minutes and Packet)

Removed.

VI.-3 2012-0689

Adopt the April 17, 2012 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2012 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Attachments: Proposed April Amendments
executed RES 2012-33 Proposed April Amendments

VI.-4 2012-0688

Authorize Requisition No. 1 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; authorize issuance of manual check to Bancorp South.

Attachments: Payment Requisition 2012 Bonds
executed RES 2012-34 12.5 Bond loan payment

VI.-5 2012-0691

Authorize Mayor to execute amended agreement between the City of Hattiesburg and the Hattiesburg Convention Commission for the management of the Hattiesburg Zoo at Kamper Park.

Attachments: Amended Zoo Agreement
executed Amended Zoo Agreement

VI.-6 2012-0713

Authorize to adopt resolution stating the City's commitment to complying with the National Policy Objective of Katrina Supplemental Community Development Block Grant (CDBG) Economic Development Project No. R-103-205-03-KED.

Attachments: Katrina Supplemental CDBG Project #R-103-205-03-KED
executed RES 2012-35 USA Yeast

VI.-7 2012-0720

Adopt a Resolution committing to Hazard Mitigation for the purpose of reducing future disaster losses in Hattiesburg, and appoint committee members.

Attachments: Hazard Mitigation Resolution
executed RES 2012-36 Hazard Mitigation

VI.-8 2012-0698

Authorize the Mayor to execute an Authority to Cancel Resolution of Adjudication for property located at 411 South 11th avenue and authorize recording of the same.

Attachments: Cancellation
executed RES 2012-37 Cancellation

VI.-9 2012-0712

Authorize Mayor and City Clerk to sign subdivision Plat of The Ridge at Turtle Creek Subdivision within the City of Hattiesburg, Lamar County, Mississippi and accept infrastructure including water, sewer, drainage, and roadways for maintenance subject to one year warranty.

Attachments: The Ridge Subdivision Final Plat
The Ridge @ TC ROW markers letter
10-02 Engineers Letter - TRTC Street Completion 2012-04-11

VI.-10 2012-0722

Authorize Mayor and City Clerk to sign subdivision Plat of Thompson Office Park Subdivision within the City of Hattiesburg, Forrest County, Mississippi and accept infrastructure including water, sewer, drainage, and roadways for maintenance.

Attachments: THOMPSON OFFICE PARK - AS BUILT CERTIFICATION
1113_001 WATER AND SEWER APPROVAL
Thompson Office Park Subdivision Plat (03-07-12)
THOMPSON OFFICE PARK - As-Built Plan Set (03-28-12)

VI.-11 2012-0697

Authorize Mayor to execute duplicate original agreement with Jimmy G. Gouras, Urban Planning Consultants, Inc. for consulting services in connection with the Mississippi Development Authority Project #R-103-205-03-KED (USA Yeast wastewater pre-treatment) in an amount not to exceed \$100,000.00.

Attachments: USA Yeast - MDA Project #R-103-205-03-KED
Executed Agree.USA Yeast

VI.-12 2012-0711

Accept Agreement for Professional Services between the City of Hattiesburg and Hattiesburg Resource Group, LLC to provide engineering services for the project related to the installation of wastewater treatment equipment at USA Yeast Company, LLC, and authorize Mayor to execute four (4) copies of said agreement.

Attachments: HRG Prof Svcs Agreement

VI.-13 2012-0709

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 24 in the amount of \$139,360.07, and Request for Cash and Summary Support Sheet No. 25 in the amount of \$10,029.50, for water treatment expenses and administrative expenses respectively, related to CDBG Project #R-110-205-02-GZ James Street Water Plant.

Attachments: Request for Cash No 24
Request for Cash No 25

VI.-14 2012-0708

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 24 in the amount of \$6,104.56 for expenses related to CDBG Project #R-103-205-01-KED Wis-Pak.

Attachments: Cash & Summary No. 24

VI.-15 2012-0719

Approve change order and authorize Mayor to execute four (4) copies of Supplemental Agreement No. 2 for the 592 Program Sewer Rehabilitation Contract No. 3 with C. B. Developers, Inc.

Attachments: 592 Cont 3 Suppl Agree #2
executed

VI.-16 2012-0687

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to James McPhail of 1212 Putnam Avenue in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Attachments: COHCD Contractor & J. McPhail Agreement 03.28.12
executed COHCD Contractor & J. McPhail Agreement 03.28.12
Grant Agreement - J. McPhail (\$10K-) 03.28.12
executed Grant Agreement - J. McPhail (\$10K-) 03.28.12

VI.-17 2012-0686

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Clarence D. Reed, Jr. of 2403 McInnis Loop in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Attachments: COHCD Contractor & C. Reed Agreement 03.28.12
executed COHCD Contractor & C. Reed Agreement 03.28.12
Grant Agreement -C. Reed (\$10K-) 03.28.12
executed Grant Agreement -C. Reed (\$10K-) 03.28.12

VI.-18 2012-0692

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Ovell Travis of 209 Bowling Avenue in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Attachments: COHCD Contractor & O. Travis Agreement 04.09.12
executed COHCD Contractor & O. Travis Agreement 04.09.12
Grant Agreement - O.Travis (\$25K+) 04.09.12
executed Grant Agreement - O.Travis (\$25K+) 04.09.12

VI.-19 2012-0710

Approve and authorize the Mayor to execute in triplicate a Housing Grant Award to Benita Conner covering the Rehabilitation of 16 Collins Street (previously acquired by the City for use in the CDBG/HOME Program) and the subsequent conveyance of said property to Benita Conner in accordance with the Housing Programs Manual Part I-B, all costs including acquisition not to exceed \$50,000. {Entitlements}

Attachments: Grant Award - Benita Conner
executed Grant Award - Benita Conner

VI.-20 2012-0699

Approve and authorize the execution of a Subrecipient Agreement with Breakthrough Community Services to provide Housing Rehabilitation in connection with the City's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Grant Program. {Entitlement}

Attachments: Breakthrough HOME Subrecipient
executed BSC

Removed.

VI.-21 2012-0703

Authorize Mayor to execute, in triplicate, contracts with the U.S. Department of Housing and Urban Development, funding of the 2012 City of Hattiesburg Action Plan in the amount of \$577,023 in Community Development Block Grant Program funds (CDBG) and \$275,957 in HOME Investment Partnership Program funds (HOME). {Entitlement}

Attachments: 2012 CDBG Grant Agreement
executed 2012 CDBG Grant Agreement
2012 HOME Grant Agreement
executed 2012 HOME Grant Agreement

VI.-22 2012-0724

Ratify and confirm the Mayor's re-appointment of Eleanor Harris (W5) to the School Board, for a five year term, beginning March 5, 2011 and ending March 4, 2016.]

Attachments: Reappoint Eleanor Harris

VI.-23 2012-0723

Ratify and confirm the Mayor's re-appointment of Fred Burns, W2 to the Hattiesburg School Board, for a five year term, beginning March 3, 2012 and ending March 2, 2017.

Attachments: Reappoint F Burns

VI.-24 2012-0725

Ratify and confirm the Mayor's appointment of Lewis Myrick, Jr., at large (replaces Frankie Benton who resigned) to the Contractor's Review Board, for a term (June 2, 2009 to June 1, 2012) beginning April 17, 2012 and ending June 1, 2012, and for a 3 year term beginning June 2, 2012 and ending June 1, 2015.

Attachments: Appoint Lewis Myrick, Jr

VI.-25 2012-0731

Acknowledge receipt of letter filed by Ken Williams, Vice President W. H. Capital, LLC c/o Waffle House, Inc., owner, to appeal the Planning Commission's recommendation for their petition represented by Mark Tramontana, Senior Account Executive, Mitchell Signs, to vary from Article5, Section 95.10 (2D), which states that in a B-5, Regional Business District the width of an On-Premise Free Standing Signs shall not exceed sixteen (16) feet, and instead allow twenty foot, eleven and one-quarter inches (20'11 ¼"), for a variance of four foot eleven and one-quarter inches (4'11 ¼"), for a certain property located at 963 Broadway Drive (Parcel 23-924-6-1, PPIN 33415, Ward 4); (Hattiesburg Planning Commission recommended to DENY on April 4, 201), set a public hearing before Council on May 14, 2012 at 4 PM, and authorize publication of Public Notice setting an appeal hearing.

Attachments: 963 Broadway Drive (Appeal Letter)
 Appeal PN

VII. ROUTINE AGENDA

VII.-1 2012-0726

Acknowledge award of 2012 MDOT Urban Youth Corps grant and authorize execution of Memorandum of Understanding.

Attachments: 2012Hattiesburgmou MDOT Urban Youth Corps
executed 2012Hattiesburgmou MDOT Urban Youth Corps

VII.-2 2012-0721

Acknowledge award of FAA Grant in the amount of \$750,000 for the Runway 31 Drainage Improvements Project; 90% Federal participation.

Attachments: FAA Award Letter 2012

VII.-3 2012-0718

Acknowledge application, award and completion of Mississippi Emergency Management Agency Saferooms Grant 2012 in the amount of \$210,359.00 for the construction of severe weather shelters at city facilities.

VII.-4 2012-0716

Acknowledge receipt of Final Judgement, Civil action No. C010-1598, City of Hattiesburg versus Charles W. Carley and Sarah A. Carley, Owner; authorize issuance of manual check in accordance with judgement.

Attachments: Civil Action C010-1598 Judgement

VII.-5 2012-0717

Acknowledge receipt of Final Judgement, Civil action No. C010-1599, City of Hattiesburg versus Charles W. Carley and Sarah A. Carley, Owner.

Attachments: Civil Action C010-1599 Judgement

VII.-6 2012-0678

Acknowledge receipt of two checks totaling \$2,863.00 from the State of Mississippi to the Hattiesburg Police Department, and authorize monies to be placed in the Hattiesburg Police Department's Forfeiture Fund.

Attachments: State of Mississippi
State of Mississippi

VII.-7 2012-0695

Acknowledge Receipt of Bid received on January 19, 2012 for Labor to Install Equipment in New Dodge Chargers for the Hattiesburg Police Department and Reject the bid due to the Police Department's need to use a local vendor for the service.

Attachments: 04-17-Reject Labor to Install HPD Equipment.pdf

VII.-8 2012-0694

Acknowledge Receipt of Bids received on March 29, 2012 for Public Services Term Bid Item #4 - Furnish Pipe Lining and Related Services and Accept the bid as per recommendation as being the lowest and best bid received that meets that City's advertised specifications.

Attachments: 04-17-Accept PS Term Bid #4.pdf

VII.-9 2012-0696

Acknowledge Receipt of Bids received on March 8, 2012 for One (1) New Blower Combination Sewer Cleaner for the Sewer Division and Accept the bid from Samson Equipment Company at a total cost of \$310,227.58 as the lowest and best bid received that meets the City's advertised specifications.

Attachments: 04-17-Accept Sewer Blower Truck.pdf

VII.-10 2012-0706

Acknowledge receipt of bids received on March 29, 2012, for the Hwy 98 West Fire Lines, and accept the bid from 4-D Construction, Inc. of Louisville, MS in the amount of \$3,849,627.77 as being the lowest and best bid received, and authorize Mayor to execute contract for same.

Attachments: Certified Bid Tab
 Pages from 1273-W001 Plans 2012-02-08

VII.-11 2012-0704

Acknowledge receipt of bids received on March 29, 2012, for the Hwy 98 Elevated Water Tank, and accept the bid from Phoenix Fabricators and Erectors, Inc. of Avon, IN in the amount of \$806,735.00 as being the lowest and best bid received, and authorize Mayor to execute contract for same.

Attachments: Certified Bid Tab

VII.-12 2012-0693

Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #39 - Cold Water AMR Meters in Various Sizes and Term Bid Item #40 - Automated Meter Reading Transmitter for the Water Department.

Attachments: 04-17-NTB and Specs for Water Term Bids 39,40.pdf
executed 04-17-NTB and Specs for Water Term Bids 39,40

VII.-13 2012-0705

Authorize publication of Notice of Request for Proposals for an Analysis of Impediments in connection with the City's Community Development Block Grant (CDBG) Entitlement Program.

Attachments: Analysis of Impediments RFP
executed Analysis of Impediments RFP

VII.-14 2012-0684

Acknowledge receipt of Privilege License Report for the month of March, 2012, from Tax Department, as per recommendation.

Attachments: PL for March.

VII.-15 2012-0685

Approve the City's purchase of two (2) grave spaces located in West Half (W1/2) of Southwest Quarter (SW1/4) and East Half (E1/2) of Southeast Quarter (SE1/4) Lot 66, Section 14, Highland Cemetery, recorded at 9/341, in the amount One Hundred Dollars (\$100.00) to Corrie P. Turner Estate; authorize a manual checks for the same.

Attachments: Buy Back grave spaces.Turner Estate

VII.-16 2012-0683

Acknowledge proofs of publication for the month March, 2012.

Attachments: Proof of Pub March 2012

VII.-17 2012-0701

Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum. {Entitlement}

Attachments: MEMORANDUM-Manual Checks-HOME
HOME Supporting Documentation

VII.-18 2012-0700

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

Attachments: MEMORANDUM-Manual Checks-CDBG
 CDBG Supporting Documentation

VII.-19 2012-0727

Approve Claims Docket for the period ending April 13, 2012.

Attachments: claims docket-ending 4-13-2012
 ADDENDUM 4.16.12
 ADDENDUM 4.17.12



City of Hattiesburg, MS

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

Master

File Number: 2012-0715

File ID: 2012-0715

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: 6051 Highway 98 W - Variance

Final Action: 04/17/2012

Minute Book Number: MB2012-1/113-115

Title:

Approve or Deny the petition filed Angela Jones Long, owner, Gale York of Jackson Hewitt, Applicant, represented by Fred Windham, Windham Signs, for a certain property located at 6051 Highway 98 W (Parcel 051N-11-007.00, PPIN 009066, Ward 3), to vary from:

1. Article 5, Section 95.15 (2), which states that no person may engage in any activity that causes an increase in the extent of nonconformity of a nonconforming sign. Without limiting the generality of the foregoing, no nonconforming sign may be enlarged/reduced or altered in such a manner as to aggravate the nonconforming condition. Nor may illumination be added to any nonconforming sign; and instead allow an activity that causes an increase in the extent of nonconformity of a nonconforming sign, and also allow illumination to a nonconforming sign.

2. Article 5 Section 95.15 (3), which states that a nonconforming sign may not be replaced except to bring the sign into complete conformity with this Section, and instead allow a nonconforming sign to be replaced without bringing the sign into complete conformity with this Section;

(non-conformities include the following Article 5 sections: 95.10 (2Bb) - Message area; 95.10 (2F) - side setbacks; 95.10 (2E) - front setback; 95.10 (2Aa) - Number of Free Standing Signs; and 95.10 (3l) free standing (off-premise) outdoor sign on a lot where an existing on premise free standing sign is located); Hattiesburg Planning Commission recommended to DENY on April 4, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: 6051 Highway 98 W (Minutes and Packet)

Enactment Number:

Contact:

Meeting Date: 04/17/2012

Drafter: Lisa Reid

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/17/2012	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Approve the petition filed Angela Jones Long, owner, Gale York of Jackson Hewitt, Applicant, represented by Fred Windham, Windham Signs, for a certain property located at 6051 Highway 98 W (Parcel 051N-11-007.00, PPIN 009066, Ward 3), to vary from:

1. Article 5, Section 95.15 (2), which states that no person may engage in any activity that causes an increase in the extent of nonconformity of a nonconforming sign. Without limiting the generality of the foregoing, no nonconforming sign may be enlarged/reduced or altered in such a manner as to aggravate the nonconforming condition. Nor may illumination be added to any nonconforming sign; and instead allow an activity that causes an increase in the extent of nonconformity of a nonconforming sign, and also allow illumination to a nonconforming sign.

2. Article 5 Section 95.15 (3), which states that a nonconforming sign may not be replaced except to bring the sign into complete conformity with this Section, and instead allow a nonconforming sign to be replaced without bringing the sign into complete conformity with this Section;

(non-conformities include the following Article 5 sections: 95.10 (2Bb) - Message area; 95.10 (2F) - side setbacks; 95.10 (2E) - front setback; 95.10 (2Aa) - Number of Free Standing Signs; and 95.10 (3I) free standing (off-premise) outdoor sign on a lot where an existing on premise free standing sign is located); Hattiesburg Planning Commission recommended to DENY on April 4, 2012.

Council member Carroll asked Mr. Rodgers and Ms. Reid if this sign meets the guidelines for being a message board. Ms. Reid said that they have not calculated it (for the whole sign) but that she believes it does. Mr. Carroll said that if the message board does fit into the City's ordinance, the discussion is limited to the grandfather status and whether the sign is nonconforming.

Council President Bradley repeated a point Mr. Windham made during Agenda Review, that this situation will repeat itself every time an older [non-conforming] sign is replaced (as companies change and pre-made signs from national companies are given to vendors. Mr. Rodgers said the City issues permits all the time in that annexed area to companies that are changing out signs, as long as they change them with equal or lesser size and as long as they meet setbacks or if they do not remove existing poles; Mr. Rodgers said that when companies are making a sign larger or adding to signage in any way, they will face variances. Council President Bradley reminded Mr. Rodgers of a burned sign and the Planning Commission's decision to turn down a request to replace it, and said it seems that this will continue to be an issue. Mr. Rodgers said that it will be unless the ordinance changes.

Council member Carroll said he is a stickler for signs and that there is a sign jungle in some areas of town, but added that in this case, [the petitioners] are not asking for anything more than what they had originally. He said that Mr. Rodgers did well, as the sign was non-conforming, and the Planning Commission was correct, as the [proposed sign] does go against [the City's] Ordinance. He said that it falls to the Council, that the [difference is a matter] of about six inches, and that [the Council] will decide to be business friendly, particularly since this message board meets ordinance requirements.

Following discussion, the Motion to approve issuance of a permit to restore the sign to its original size received the affirmative vote of the Council as follows:

Yeas: 4 - Bradley, Delgado, Carroll and Naylor

Nays: 0

Absent: 1 - Ware

Yea: 4 President Bradley
 Council Member Delgado
 Council Member Carroll
 Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2012-0715

Title

Approve or Deny the petition filed Angela Jones Long, owner, Gale York of Jackson Hewitt, Applicant, represented by Fred Windham, Windham Signs, for a certain property located at 6051

Highway 98 W (Parcel 051N-11-007.00, PPIN 009066, Ward 3), to vary from:

1. Article 5, Section 95.15 (2), which states that no person may engage in any activity that causes an increase in the extent of nonconformity of a nonconforming sign. Without limiting the generality of the foregoing, no nonconforming sign may be enlarged/reduced or altered in such a manner as to aggravate the nonconforming condition. Nor may illumination be added to any nonconforming sign; and instead allow an activity that causes an increase in the extent of nonconformity of a nonconforming sign, and also allow illumination to a nonconforming sign.

2. Article 5 Section 95.15 (3), which states that a nonconforming sign may not be replaced except to bring the sign into complete conformity with this Section, and instead allow a nonconforming sign to be replaced without bringing the sign into complete conformity with this Section;

(non-conformities include the following Article 5 sections: 95.10 (2Bb) - Message area; 95.10 (2F) - side setbacks; 95.10 (2E) - front setback; 95.10 (2Aa) - Number of Free Standing Signs; and 95.10 (3I) free standing (off-premise) outdoor sign on a lot where an existing on premise free standing sign is located); Hattiesburg Planning Commission recommended to DENY on April 4, 2012.

Summary

6051 Highway 98 W - Variance

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MINUTES
OF THE
REGULAR MEETING
OF THE

HATTIESBURG PLANNING COMMISSION
April 4, 2012

The Hattiesburg Planning Commission did meet in a regular session on April 4, 2012 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presiding.

Commissioners Present:

Robin Roberts
Don McCleskey
Joseph White, Vice-Chairman
Richard Conville, Chairman
Linda McMurtrey
Annie Pope
Jessie Wilson

Commissioners Absent:

Marjorie Chambers
Judy Corts

Also Present:

Pattie Brantley, AICP, Director of Urban Development
Bill Rodgers, Land Code Administrator
Lisa J. Reid, Planning Manager
Chiquila Thompson, Planner-Apprentice
Craig Dearman, Engineering Technician

Richard Conville, Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session.

Invocation:

Silent Prayer in remembrance of Martin Luther King, Jr. who was assassinated on April 4, 1968

AGENDA REVIEW

There came the matter of the Agenda for the April 4, 2012 meeting. The agenda was approved.

Motion made by:

Linda McMurtrey

Motion seconded by:

Joseph White

Commissioners voting aye:

Robin Roberts
Don McCleskey
Joseph White
Linda McMurtrey
Annie Pope
Jessie Wilson

Commissioners voting nay:

None

Commissioners abstaining:

None

MINUTES REVIEW

There came the matter of the March 7, 2012 minutes. A motion was made to approve the

CHAIRMAN REPORT

There was no Chairman’s Report.

PUBLIC HEARING

Chairman Conville declared the Public Hearing open and explained the rules and procedures of the hearing.

There came the matter of Item A, the petition filed by Helveston Road Church of Christ, owner, represented by Calvin McDaniel, Partner, Quick Dollar & Treats, LLC, to change the zoning classification of certain property located at 531 Helveston Road (parcel # 32-1039-180, PPIN 037735, Ward 5), from R-3 (Multi-Family Residential) District, to B-2 (Neighborhood Business) District.

Name	Address	City/State
------	---------	------------

<u>Presented by:</u>	Calvin McDaniel	207 Florence Street	Hattiesburg, MS
-----------------------------	-----------------	---------------------	-----------------

<u>Proponents:</u>	Jimmie Harrell, Sr.	308 Helveston Road	Hattiesburg, MS
	Demario M. Green	753 Weathersby Road	Hattiesburg, MS

Opponents: None

Chairman Conville declared the Public Hearing closed at 2:20 p.m. and the Business Meeting open to vote on Item A request.

A motion was made to TABLE Item A until the next Hattiesburg Planning Commission Meeting to give time to come up with a round table discussion with Mr. McDaniel.

Motion made by: Don McClesky

Motion seconded by: Jessie Wilson

Commissioners voting aye:

Robin Roberts
Linda McMurtrey
Annie Pope
Jessie Wilson
Don McClesky
Joseph White

Commissioners voting nay: None

Commissioners abstaining: None

Comments Written on Ballots:

None

The Hattiesburg Planning Commission voted to **TABLE** Item A.

Chairman Conville was asked to move Item C ahead of Item B due to time constraints of the applicant. The applicant for Item B agreed, and Chair thanked him for his cooperation.

Chairman Conville also dispensed with the reading of the variance requests, as all members had read.

There came the matter of Item C (**AMENDED** from Public Notice), the petition filed by Angela Jones Long, owner, Gale York of Jackson Hewitt, Applicant, represented by Fred Windham, Windham

Signs, for a certain property located at 6051 Highway 98 W (Parcel 051N-11-007.00, PPIN 009066, Ward 3),

TO VARY FROM:

- Article 5, Section 95.15 (2), which states that no person may engage in any activity that causes an increase in the extent of nonconformity of a nonconforming sign. Without limiting the generality of the foregoing, no nonconforming sign may be enlarged/reduced or altered in such a manner as to aggravate the nonconforming condition. Nor may illumination be added to any nonconforming sign; and instead allow an activity that causes an increase in the extent of nonconformity of a nonconforming sign, and also allow illumination to a nonconforming sign.
- Article 5 Section 95.15 (3), which states that a nonconforming sign may not be replaced except to bring the sign into complete conformity with this Section and instead allow a nonconforming sign to be replaced without bringing the sign into complete conformity with this Section.
- Article 5 Section 95.10 (2Bb)—Message area in B-5, Regional Business District, I-1 and I-2, Industrial Districts, shall not exceed one (1) square foot per linear foot of lot street footage up to four hundred (400) feet of frontage or four hundred (400) square feet of sign area and instead allow 1.53 square foot for a variance of 0.53 square foot.
- Article 5, Section 95.10 (2F) which states a side setback shall be a minimum of fifteen (15) feet and instead allow four (4) feet, for a variance of eleven (11) feet;
- Article 5, Section 95.10 (2E) which states a front setback shall be a minimum of ten (10) feet and instead allow three (3) feet, for a variance of seven (7) feet;
- Article 5, Section 95.10 (2Aa) which states the allowed Number of Free Standing Signs: One (1) free standing sign per lot when the lot street frontage is less than five hundred (500) feet, and instead allow two (2) existing free standing signs for a variance of one sign;
- Article 5, Section 95.10 (3I) which states that no free standing (off-premise) outdoor sign shall be located on a lot where an existing on premise free standing sign is located, and instead allow a free standing (off-premise) outdoor sign to be located on a lot where an existing on premise free standing sign is located.

	Name	Address	City/State
<u>Presented by:</u>	Gale York	4 Waterford Drive	Hattiesburg, MS
<u>Proponents:</u>	Bill Jones	P.O. Box 17923	Hattiesburg, MS
	Fred Windham	34 Stonefield Drive	Hattiesburg, MS

Opponents:
None

Chairman Conville declared the Public Hearing closed at 3:00 p.m. and the Business Meeting open to vote on the request.

A motion was made to vote on request 1 and 2, and let stand for entire variance list.

Motion made by:
Don McClesky

Motion seconded by:
Jessie Wilson

Commissioners voting aye:
Robin Roberts
Don McClesky
Jessie Wilson

Joseph White
Linda McMurtry

Commissioners voting nay: None

Commissioners abstaining: None

Commissioner Pope left the meeting during the discussion portion of this item.

A motion was made to vote on Item C1 and C2.

Motion made by: Robin Roberts

Motion seconded by: Jessie Wilson

Commissioners voting aye: Joseph White

Commissioners voting nay: Robin Roberts
Don McClesky
Jessie Wilson
Linda McMurtry

Commissioners abstaining: None

Comments Written on Ballots:

1. Commissioner McMurtry stated on her ballot: Does not meet ANY criteria

The Hattiesburg Planning Commission voted to **DENY** Items C1 and C for the following reasons:

1. Special conditions and circumstance do not 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.
2. Literal interpretation of the provisions of the Code would not deprive the applicant of rights commonly enjoyed by other properties in the same district.
3. Special conditions and circumstances do result from the actions of the applicant.
4. Granting the variance requested would confer on the applicant special privileges that are denied by the Code to other lands, structures or building in the same district.

There came the matter of Item B, the petition filed by W. H. Capital, LLC c/o Waffle House, Inc., owner and represented by Mark Tramontana, Senior Account Executive, Mitchell Signs, to vary from Article 5, Section 95.10 (2D), which states that in a B-5, Regional Business District the width of an On-Premise Free Standing Signs shall not exceed sixteen (16) feet, and instead allow twenty foot, eleven and one-quarter inches (20'11 ¼"), for a variance of four foot eleven and one-quarter inches (4'11 ¼"), for a certain property located at 963 Broadway Drive (Parcel 23-924-6-1, PPIN 33415, Ward 4).

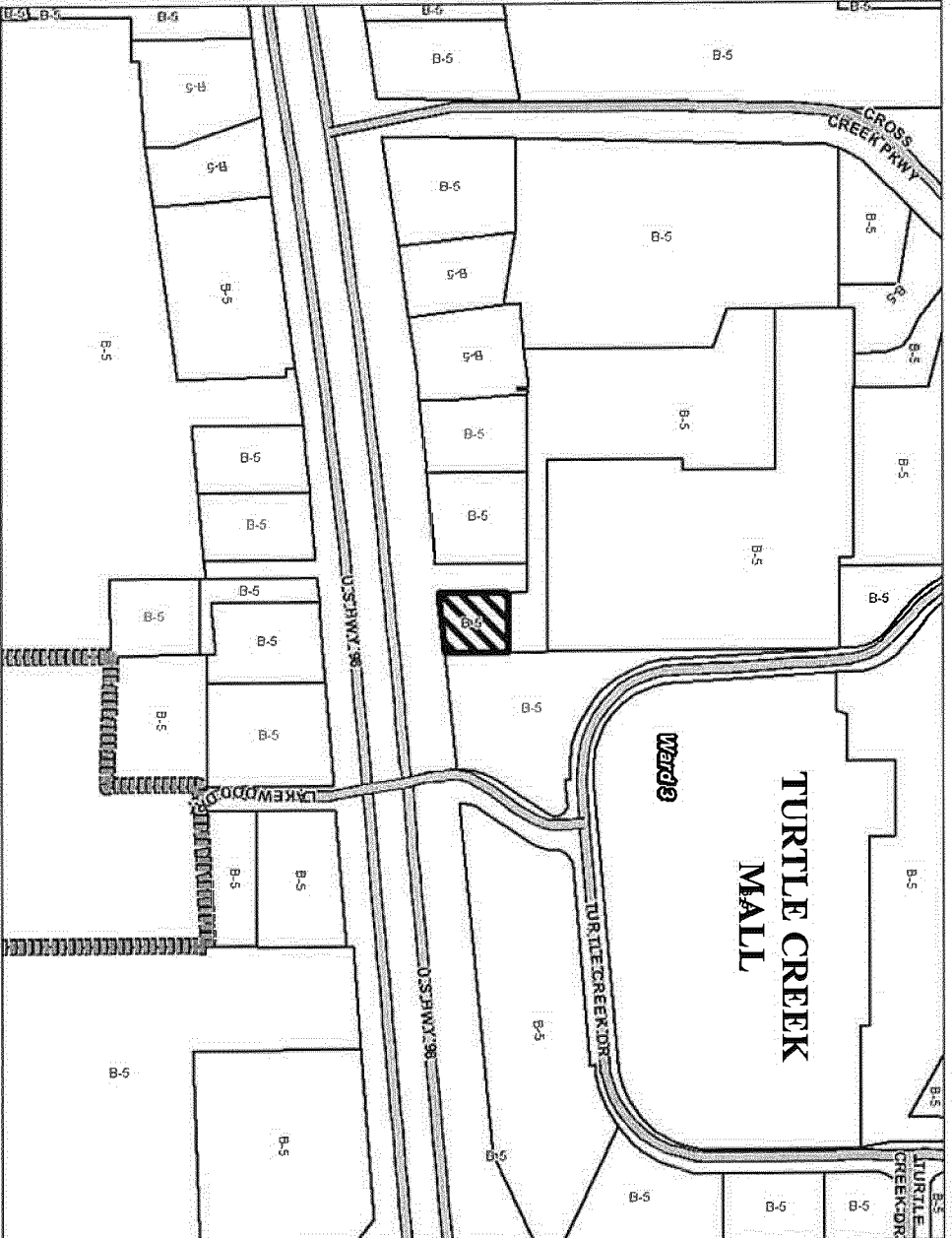
Name	Address	City/State
------	---------	------------

<u>Presented by:</u>	Mark Tramontana 3200 HWY 45 North	Meridian, MS
----------------------	-----------------------------------	--------------

<u>Proponents:</u>	None
--------------------	------

<u>Opponents:</u>	None
-------------------	------

STAFF SUMMARY/MAP

PLANNING COMMISSION April 4, 2012 ITEM c	
PROPERTY ADDRESS: 6051 Highway 98 West	PREVIOUS PLANNING COMMISSION 100ACTION ON SURROUNDING PROPERTY: None
Parcel: PPIN: 9066 Ward: 3	SPECIAL DISTRICTS: Flood District: X (Non Special Flood Hazard Area) Historic District: N/A Other: N/A
PETITIONER: Fred Windham, Windham Signs, on behalf of Gale York, Jackson Hewitt, Hattiesburg, MS 39401	SITE PLAN REVIEW COMMITTEE ACTION: Pre-Application meeting for SPR held on 1-5-12. Variances required.
PROPERTY OWNER: Angela J. Long, Owner 617 WPA Road, Sumrall, MS 39482	PENDING HISTORIC CONSERVATION COMMISSION ACTION: N/A
REQUEST: Variances to increase the size of a nonconforming sign, etc.	
	

STAFF SUMMARY

PLANNING COMMISSION April 4, 2012 ITEM C	
PROPERTY ADDRESS: 6051 Highway 98 West ZONING: B-5(Regional Business) District	PHYSICAL SITE CHARACTERISTICS: Retail strip center
REQUESTED ACTION: ⇒ See Item C attachment.	STREETS AND TRAFFIC: The subject property is located on the north side of U.S. Highway 98 West between Turtle Creek Drive and Cross Creek Parkway.
APPLICABLE LAND DEVELOPMENT CODE REGULATIONS: - Article 5, Section 95.15 (2); 95.15 (3); 95.10 (2Bb); 95.10 (2F); 95.10 (2E); 95.10 (2Aa); 95.10 (31)	PUBLIC UTILITIES: Water: City Sewer: City Electricity: SMEPA
ADJACENT ZONING AND LAND USES: <u>NORTH:</u> B-5 (Regional Business) District; Shopping Center <u>SOUTH:</u> B-5 (Regional Business) District; Shopping Center <u>EAST:</u> B-5 (Regional Business) District; Shopping Center <u>WEST:</u> B-5 (Regional Business) District; Shopping Center	PARKING AND ACCESS: Parking and access is grandfathered in by annexation.
FUTURE LAND USE MAP DESIGNATION: The Future Land Use Map depicts this area as a Regional Business Corridor and this District is primarily a non-residential district located along major arterial streets and highways.	CHARACTER OF THE NEIGHBORHOOD: No adjacent neighborhoods, commercial only.
	CRITERIA FOR GRANTING A VARIANCE: A. 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; B. Literal interpretation of the provisions of the Code would deprive the applicant of rights commonly enjoyed by other properties in the same district; C. Special conditions and circumstances do not result from the actions of the applicant; D. Granting the variance requested will not confer on the applicant any special privilege that is denied by the Code to other lands, structures or buildings in the same district.

HATTIESBURG PLANNING COMMISSION
AGENDA
April 4, 2012
ITEM C - ATTACHMENT

C. AMENDED. The matter of the petition filed Angela Jones Long, owner, Gale York of Jackson Hewitt, Applicant, represented by Fred Windham, Windham Signs, for a certain property located at 6051 Highway 98 W (Parcel 051N-11-007.00, PPIN 009066, Ward 3),

TO VARY FROM:

1. Article 5, Section 95.15 (2), which states that no person may engage in any activity that causes an increase in the extent of nonconformity of a nonconforming sign. Without limiting the generality of the foregoing, no nonconforming sign may be enlarged/reduced or altered in such a manner as to aggravate the nonconforming condition. Nor may illumination be added to any nonconforming sign; and instead allow an activity that causes an increase in the extent of nonconformity of a nonconforming sign, and also allow illumination to a nonconforming sign.
2. Article 5 Section 95.15 (3), which states that a nonconforming sign may not be replaced except to bring the sign into complete conformity with this Section. and instead allow a nonconforming sign to be replaced without bringing the sign into complete conformity with this Section.
3. Article 5 Section 95.10 (2Bb) – Message area in B-5, Regional Business District, I-1 and I-2, Industrial Districts, shall not exceed one (1) square foot per linear foot of lot street footage up to four hundred (400) feet of frontage or four hundred (400) square feet of sign area and instead allow 1.53 square foot for a variance of 0.53 square foot.
4. Article 5, Section 95.10 (2F) which states a side setback shall be a minimum of fifteen (15) feet and instead allow four (4) feet, for a variance of eleven (11) feet;
5. Article 5, Section 95.10 (2E) which states a front setback shall be a minimum of ten (10) feet and instead allow three (3) feet, for a variance of seven (7) feet;
6. Article 5, Section 95.10 (2Aa) which states the allowed Number of Free Standing Signs: One (1) free standing sign per lot when the lot street frontage is less than five hundred (500) feet, and instead allow two (2) existing free standing signs for a variance of one sign;

7. Article 5, Section 95.10 (3) which states that no free standing (off-premise) outdoor sign shall be located on a lot where an existing on premise free standing sign is located, and instead allow a free standing (off-premise) outdoor sign to be located on a lot where an existing on premise free standing sign is located.

Site Plan Pre-Application / 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.

Today's Date: Click here to enter a date.

Project Name: JACKSON HEWITT

Proposed Use(s): TAX PREPARATION OFFICE

Project Street Address: 6051 HIGHWAY 96 W HATTIESBURG, MS 39402

PPIN Number(s) (if unknown, can be found on tax receipt): 9066

051N, 11-007.000

n/a

Proposed Cost of the Project: \$ 2,000.00

Project Representative Information

Project Representative and Title: ☐ Applicant ☐ Property Owner ☒ Representative ☐ Architect ☐ Engineer ☐ Other (Specify):

Name: Fred Windham

Company Name: Windham Signs

Phone: 601-818-1243

Fax: 601-544-3758

Email: fredwindham@comcast.net

Mailing Address: 34 Stonefield Dr. Purvis MS 39475

Name:

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

Phone:

Fax:

Email:

Mailing Address:

MAR 21 2012

EDDIE R. MYERS, CLERK, SBK
BY  Deputy Clerk

Name:

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

Phone:

Fax:

Email:

Mailing Address:

Square Footage and/or Acres of total project area vs. disturbed area (if different):

Total Project Area: 180,000sf Disturbed area:

Existing Structure or Unimproved? IMPROVED

Number of existing buildings? 1

Use of buildings: ☐ Apartments ☐ Church / School ☒ Commercial
☐ Industrial ☐ Residential

Physical Characteristics: Shopping Center

Land Use History: Shopping Center

This property is located on the North side
of Highway 98 (North/South/East/West)
(Street Name) and lies between

Cross Creek Parkway and Turtle Creek Drive
(Street Name) (Street Name)

Are there any Land Use Code violations on file on this property with the City? no

If yes, please explain:

Staff will complete [REDACTED], please provide names/types of businesses, apartments, residences or each side of subject property:

ADJACENT PROPERTY ZONING CLASSIFICATION AND CURRENT USE (mark appropriate response(s)):

Property to the NORTH:

Current use (Example: school, church, store): Shopping Center

☐ Residential ☒ Commercial ☐ Industrial ☐ Vacant

Property to the SOUTH:

Current use (Example: school, church, store): Bank / Shopping Center

☐ Residential ☒ Commercial ☐ Industrial ☐ Vacant

Property to the EAST:

Current use (Example: school, church, store): Shopping Center

☐ Residential ☒ Commercial ☐ Industrial ☐ Vacant

Property to the WEST:

Current use (Example: school, church, store): Gas Station

☐ Residential ☒ Commercial ☐ Industrial ☐ Vacant

Showing additional site and location information for this project:

Lot Frontage: 120

Linear Feet

Lot Depth: 130

Linear Feet

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) 545-4591 or 545-4599 or FAX (601) 545-1962

PUBLIC HEARING TYPE REQUESTED:

Application for (check all appropriate types):

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

FOR VARIANCE ONLY:

Check all appropriate variance types:

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

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 _____

FOR RE-ZONING ONLY:

Existing Zoning: _____

Proposed Zoning: _____

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: Current sign is not as effective as an L.E.D.

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 Shopping Center along with it's signs predates annexation by the city.

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.

There are numerous other L.E.D. signs in the area

c. That the special conditions and circumstances do not result from the actions of the applicant.

The sign provisions were in place when the applicant rented the space.

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.

No

Provide project narrative fully explaining the proposed project. Provide information like purpose, where, when, how long, what material, process etc.

We would like to replace the existing sign with an L.E.D. messageboard; -

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

Street Address 6051 Highway 98 W. HATTIE, MS City State

on this the 14th day of March 2011

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: Fred Windham, Sign Contractor

on this the _____ day of _____, 20____

Angela Jones Long
Property Owner

Property Owner

STATE OF Mississippi

COUNTY OF Lamar

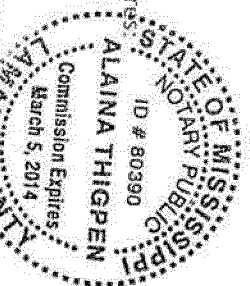
Personally came and appeared before me, the within named

Angela Jones Long

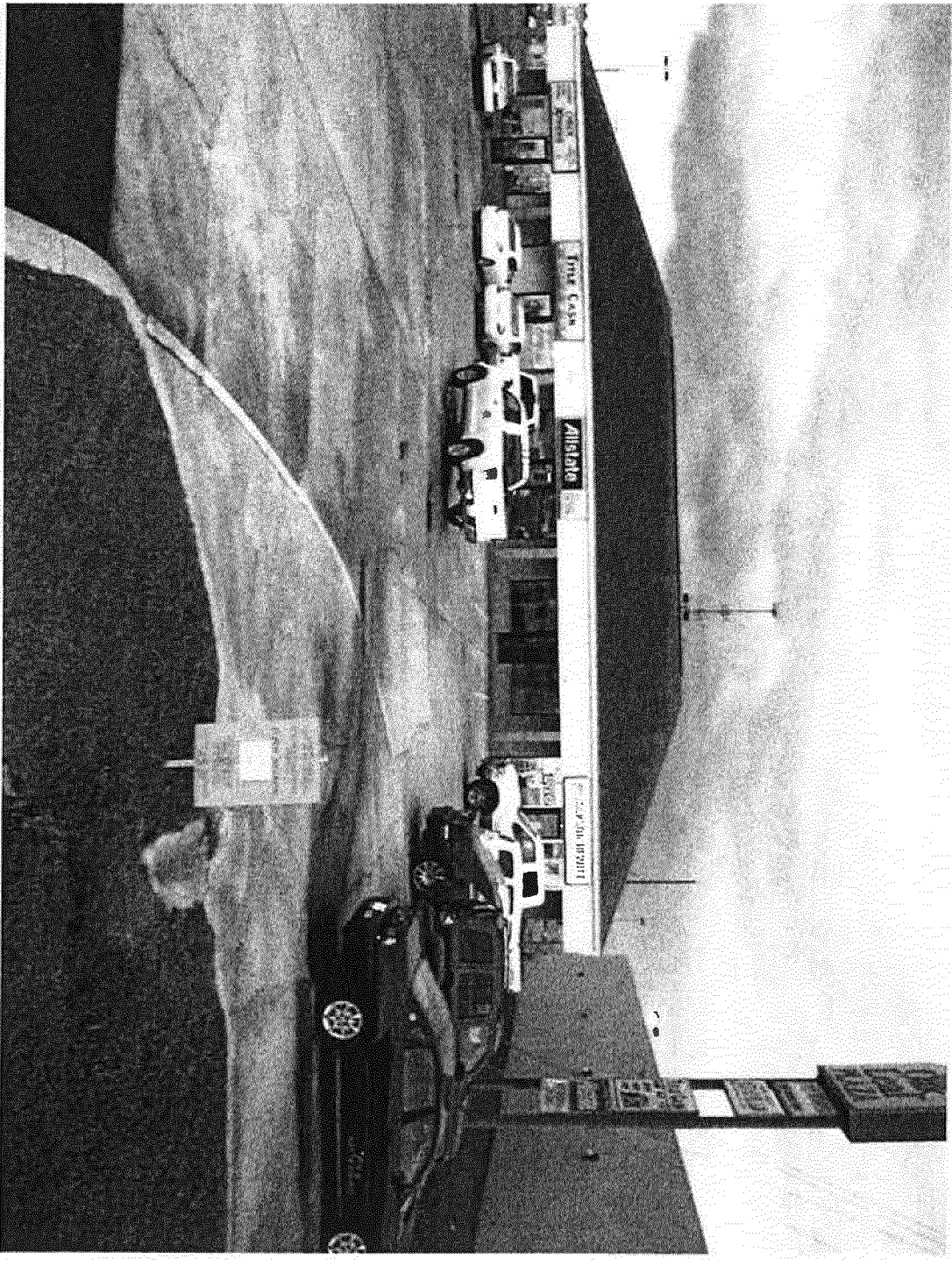
who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this request for zoning application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 14th day of March 2011

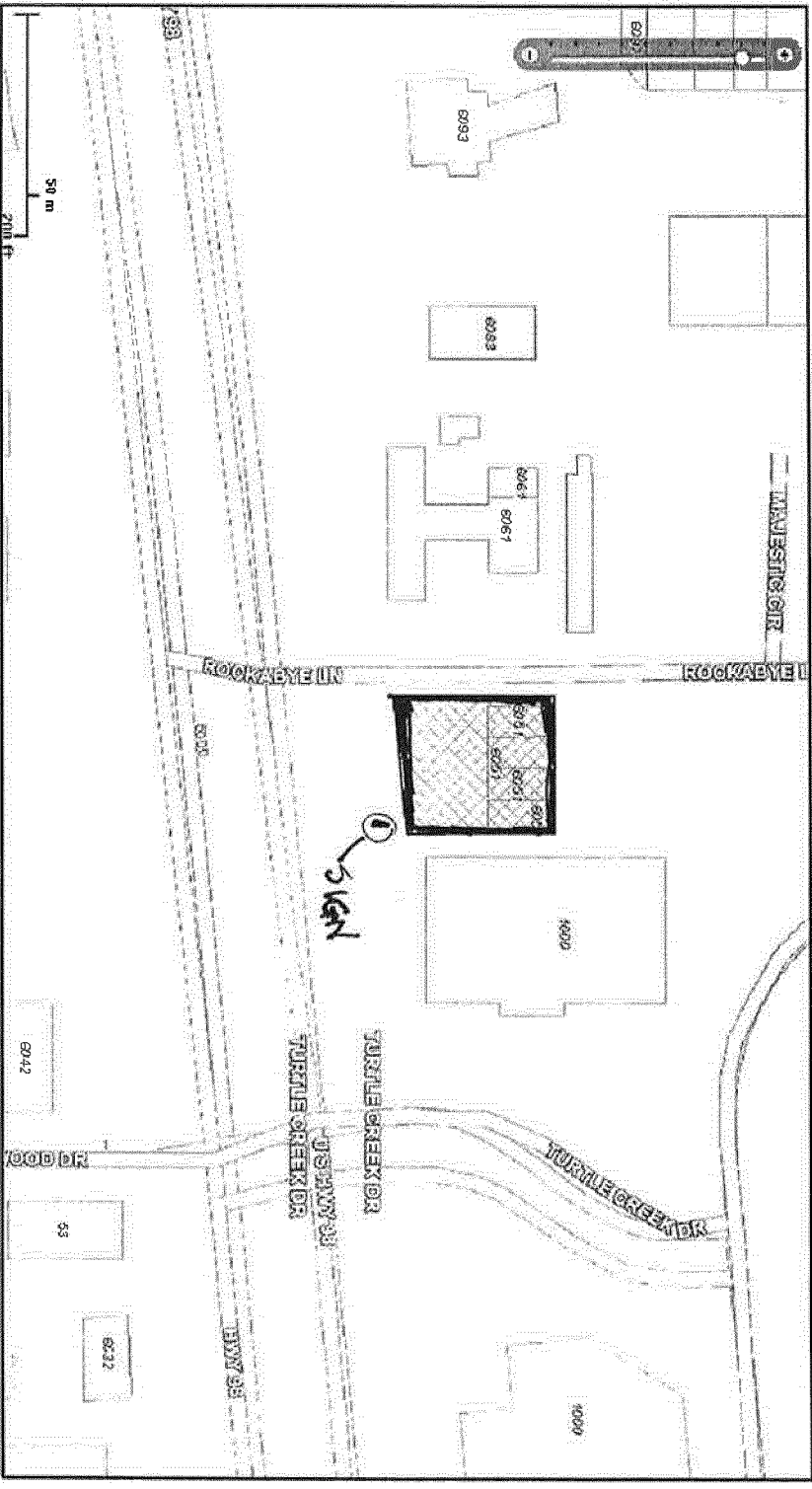
My Commission Expires



Alaina Thigpen
NOTARY PUBLIC



Item C - Subject Property



The City of Hattiesburg's web mapping application is for planning purposes only. Therefore the City of Hattiesburg assumes no liability for errors in substance or form for any of the materials published on this internet site. The GIS Division for the City of Hattiesburg provides the information represented here as a public service and makes every effort possible to provide quality information. However there are no guarantees about the accuracy, completeness, or adequacy of the information displayed on this map.

Date Printed: Mar 21, 2012

PUBLIC HEARING

NOTICE is hereby given that a petition filed by Angela Jones Long, owner, Gale York of Jackson Hewitt, Applicant, represented by Fred Windham, Windham Signs, with the Mayor and Council of the City of Hattiesburg, Mississippi, to vary from the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 5, Section 95.15 (2), which states that you cannot increase the nonconformity of a nonconforming sign and also to vary from Article 5 Section 95.15 (3), which states that a nonconforming sign may not be replaced except to bring the sign into complete conformity, and instead allow the following:

- 1) a larger sign that does not comply with message area (Section 95.10 #2Bc – allowable area is 1 square foot per linear foot of street frontage, the existing area is 1.39 square foot per linear foot of street frontage and the proposed area is 1.53 square foot per linear foot of street frontage);
- 2) keep existing side setback (Section 95.10 #2F – side setback required is 15 feet and the existing setback is 4 feet);
- 3) keep existing front setback (Section 95.10 #2E – front setback required is 10 feet and the existing setback is 3 feet);
- 4) keep two on-premise free standing signs (Section 95.10 #2Aa – allowable number of free standing signs per lot with less than 500 feet of street frontage is one and the existing number is two);
- 5) keep on-premise sign on same lot with off-premise sign (Section 95.10 #3i – no on-premise free standing sign allowed to be located on same lot with an off-premise free standing sign).

for a certain property located at 6051 Highway 98 W (Parcel 05IN-11-007 00, PIN 009066, Ward 3, said property being more particularly described as follows, to-wit:

Commence at the NE corner of the SE¼ of the SE¼ of Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi, and run North for 27.00 feet to a concrete monument on the south right of way boundary of U. S. Highway 98; thence run South 79°12'36" West for 240.00 feet along the southern right of way boundary of U. S. Highway 98, to a set ½" iron pin, to and for the Point of Beginning; thence run south 79°12'36" West for 30.00 feet along the southern right of way boundary of U. S. Highway 98, to a set ½" iron pin; thence run south 13°17'50" East for 60.00 feet, to a set ½" iron pin; thence run North 79°12'36" East for 30.00 feet to a set ½" iron pin; thence run North 13°17'50" West for 60.00 feet back to the Point of Beginning. The above described parcel lies entirely within and is a part of the SE¼ of the SE¼ of Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi, and contains 1,798 square feet, more or less.

AND ALSO:

Lot 1 of Lakewood North Subdivision or Addition to Lamar County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi.

AND ALSO:

Commence at the NE corner of the NW ¼ of SW 1/4, Section 11, Township 4 North, Range 14 West, Lamar County, Mississippi, and run South along the East line of said forty for 800.00 feet to the Point of Beginning; thence run West 120.00 feet; thence run south 61.06 feet; thence run North 84°00' East for 120.66 feet; thence run North 48.52 feet back to the Point of Beginning, the said tract being .15 of an acre, more or less.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, April 4, 2012, 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 15th day of March, A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Saturday, March 18, 2012
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898



City of Hattiesburg, MS

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

Master

File Number: 2012-0714

File ID: 2012-0714

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: 963 Broadway Drive - Variance

Final Action: 05/15/2012

Minute Book Number: MB2012-1/115 Remove

Title:

Approve or Deny the petition filed by W. H. Capital, LLC c/o Waffle House, Inc., owner and represented by Mark Tramontana, Senior Account Executive, Mitchell Signs, to vary from Article 5, Section 95.10 (2D), which states that in a B-5, Regional Business District the width of an On-Premise Free Standing Signs shall not exceed sixteen (16) feet, and instead allow twenty foot, eleven and one-quarter inches (20'11 ¼"), for a variance of four foot eleven and one-quarter inches (4'11 ¼"), for a certain property located at 963 Broadway Drive (Parcel 23-924-6-1, PPIN 33415, Ward 4); Hattiesburg Planning Commission recommended to DENY on April 4, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: 963 Broadway Drive (Minutes and Packet)

Enactment Number:

Contact:

Meeting Date: 05/15/2012

Drafter: Lisa Reid

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/17/2012					
	Notes: <i>Removed.</i>						
1	City Council	05/15/2012	Approve				Pass

Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Carroll to Approve the petition filed by W. H. Capital, LLC c/o Waffle House, Inc., owner and represented by Mark Tramontana, Senior Account Executive, Mitchell Signs, to vary from Article 5, Section 95.10 (2D), which states that in a B-5, Regional Business District the width of an On-Premise Free Standing Signs shall not exceed sixteen (16) feet, and instead allow twenty feet, eleven and one-quarter inches (20'11 ¼"), for a variance of four feet eleven and one-quarter inches (4'11 ¼"), for a certain property located at 963 Broadway Drive (Parcel 23-924-6-1, PPIN 33415, Ward 4); Hattiesburg Planning Commission recommended to DENY on April 4, 2012.

Council member Carroll stated that, strictly with regards to signage, the Planning Commission was correct in its denial, but said the Waffle House will be located in an area that needs business; he said also that because there are other nonconforming signs close by, the sign is a little bit too long but its square footage falls within size requirements, and it is a corporate sign, approving it would not distract from the rest of the area and would be worth it because of the additional business in the area.

Council Vice President Ware said his motion was based on the sentiments expressed by Council member Carroll.

Council member Carroll added that he is not overriding the Planning Commission, but that the Council looks at additional objectives [beyond those of the Planning Commission].

Council President Bradley said he went to see both sizes of the proposed sign and that he believes the large sign will be necessary for visibility and to reach the traffic moving through that area.

Attorney Lawrence stated his understanding that a major factor in the Council's decision is that the sign is within the overall square footage allowed. Council Vice President Ware agreed, and added that [the sign] meets all other requirements. Council member Carroll stated that location is another factor. He said that he would feel differently if the Waffle House were located on Broadway Drive instead of at the cloverleaf.

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

FEL-No Vote: 0

Text of Legislative File 2012-0714

Title

Approve or Deny the petition filed by W. H. Capital, LLC c/o Waffle House, Inc., owner and represented by Mark Tramontana, Senior Account Executive, Mitchell Signs, to vary from Article 5, Section 95.10 (2D), which states that in a B-5, Regional Business District the width of an On-Premise Free Standing Signs shall not exceed sixteen (16) feet, and instead allow twenty foot, eleven and one-quarter inches (20'11 ¼"), for a variance of four foot eleven and one-quarter inches (4'11 ¼"), for a certain property located at 963 Broadway Drive (Parcel 23-924-6-1, PPIN 33415, Ward 4); Hattiesburg Planning Commission recommended to DENY on April 4, 2012.

Summary

963 Broadway Drive- Variance

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MINUTES
OF THE
REGULAR MEETING
OF THE

HATTIESBURG PLANNING COMMISSION

April 4, 2012

The Hattiesburg Planning Commission did meet in a regular session on April 4, 2012 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presiding.

Commissioners Present:

Robin Roberts
Don McCleskey
Joseph White, Vice-Chairman
Richard Conville, Chairman
Linda McMurtrey
Annie Pope
Jessie Wilson

Commissioners Absent:

Marjorie Chambers
Judy Corts

Also Present:

Pattie Brantley, AICP, Director of Urban Development
Bill Rodgers, Land Code Administrator
Lisa J. Reid, Planning Manager
Chiquila Thompson, Planner-Apprentice
Craig Dearman, Engineering Technician

Richard Conville, Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session.

Invocation:

Silent Prayer in remembrance of Martin Luther King, Jr. who was assassinated on April 4, 1968

AGENDA REVIEW

There came the matter of the Agenda for the April 4, 2012 meeting. The agenda was approved.

Motion made by:

Linda McMurtrey

Motion seconded by:

Joseph White

Commissioners voting aye:

Robin Roberts
Don McCleskey
Joseph White
Linda McMurtrey
Annie Pope
Jessie Wilson

Commissioners voting nay:

None

Commissioners abstaining:

None

MINUTES REVIEW

There came the matter of the March 7, 2012 minutes. A motion was made to approve the

Joseph White
Linda McMurtry

Commissioners voting nay: None

Commissioners abstaining: None

Commissioner Pope left the meeting during the discussion portion of this item.

A motion was made to vote on Item C1 and C2.

Motion made by: Robin Roberts

Motion seconded by: Jessie Wilson

Commissioners voting aye: Joseph White

Commissioners voting nay: Robin Roberts
Don McClesky
Jessie Wilson
Linda McMurtry

Commissioners abstaining: None

Comments Written on Ballots:

- 1. Commissioner McMurtry stated on her ballot: Does not meet ANY criteria

The Hattiesburg Planning Commission voted to **DENY** Items C1 and C for the following reasons:

- 1. Special conditions and circumstance do not 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.
- 2. Literal interpretation of the provisions of the Code would not deprive the applicant of rights commonly enjoyed by other properties in the same district.
- 3. Special conditions and circumstances do result from the actions of the applicant.
- 4. Granting the variance requested would confer on the applicant special privileges that are denied by the Code to other lands, structures or building in the same district.

There came the matter of Item B, the petition filed by W. H. Capital, LLC c/o Waffle House, Inc., owner and represented by Mark Tramontana, Senior Account Executive, Mitchell Signs, to vary from Article 5, Section 95.10 (2D), which states that in a B-5, Regional Business District the width of an On-Premise Free Standing Signs shall not exceed sixteen (16) feet, and instead allow twenty foot, eleven and one-quarter inches (20'11 ¼"), for a variance of four foot eleven and one-quarter inches (4'11 ¼"), for a certain property located at 963 Broadway Drive (Parcel 23-924-6-1, PPIN 33415, Ward 4).

Name	Address	City/State
<u>Presented by:</u>	Mark Tramontana 3200 HWY 45 North	Meridian, MS

Proponents: None

Opponents: None

Chairman Conville declared the Public Hearing closed at 3:20 p.m. and the Business Meeting open to vote on the request.

A motion was made to vote on Item B.

Motion made by: Jessie Wilson

Motion seconded by: Don McClesky

Commissioners voting aye: Jessie Wilson

Commissioners voting nay: Robin Roberts
 Don McClesky
 Joseph White
 Linda McMurtrey

Commissioners abstaining: None

Comments Written on Ballots:

1. Commissioner McMurtrey stated on her ballot: Doesn't meet variance criteria; applicant discussed landscaping but did not specify anything that would meet any of the 4 criteria.
2. Commissioner White stated on his ballot: No Criteria Met.

The Hattiesburg Planning Commission voted to **DENY** Item B for the following reasons:

1. Special conditions and circumstances do not exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or building in the same district.
2. Literal interpretation of the provisions of the Code would not deprive the applicant of rights commonly enjoyed by other properties in the same district.
3. Special conditions and circumstances do result from the actions of the applicant.
4. Granting the variance requested would confer on the applicant special privileges that are denied by the Code to other lands, structures or building in the same district.

Other Business: None

There being no further business, the meeting was adjourned at 3:19 p.m.

 Richard Conville, Chairman

 Chiquila Thompson, Planner-Apprentice
 /Recording Secretary

STAFF SUMMARY/MAP

PLANNING COMMISSION

April 4, 2012

ITEM B

PROPERTY ADDRESS:
963 Broadway Drive

Parcel 23-924-6-1
PPIN 043719
Ward 4

PETITIONER:
Waffle House, Inc.
c/o Mark Tramontana
5986 Financial Dr., Norcross, GA 30091

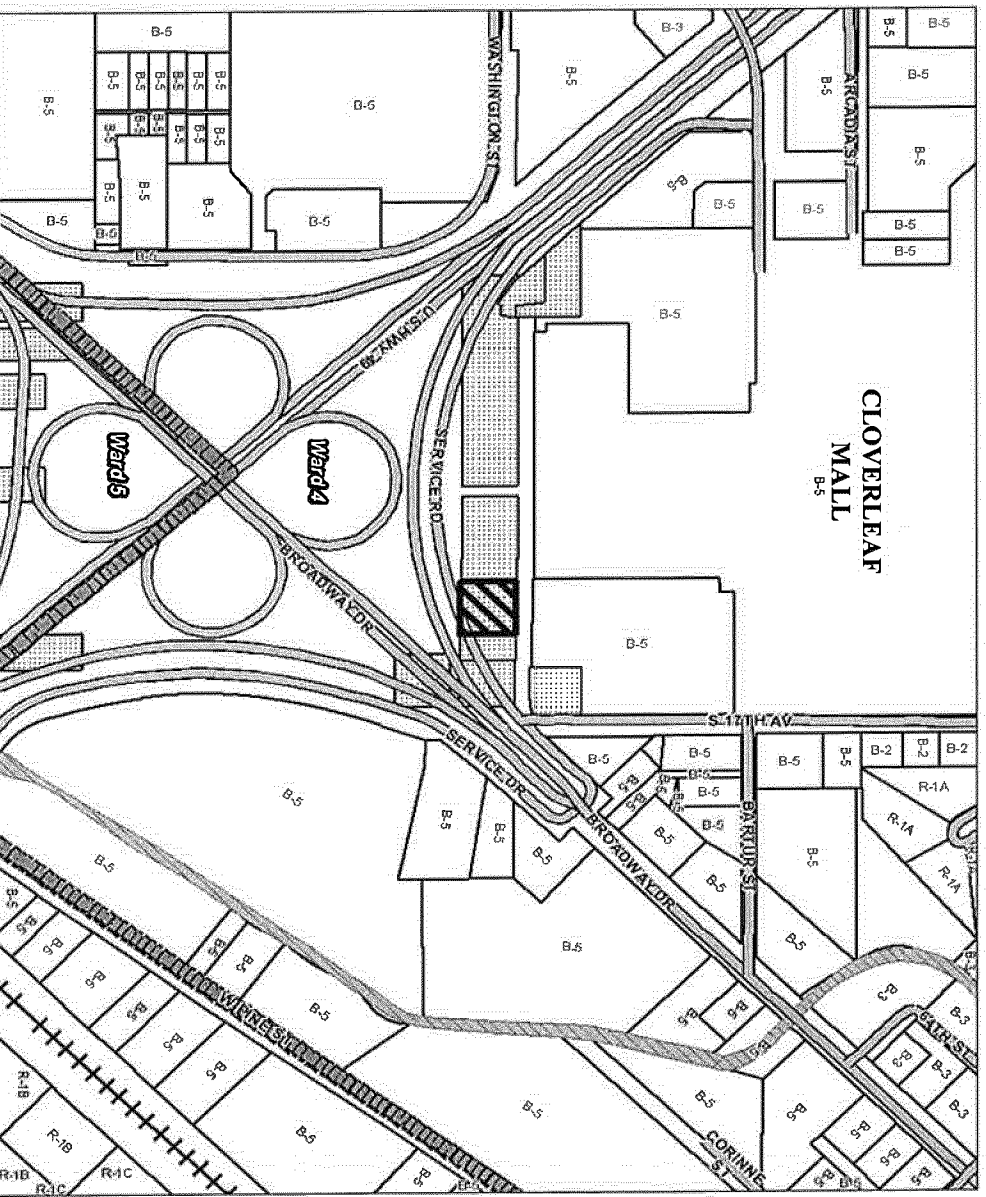
REQUEST:
On-Premise Free Standing Signs shall not exceed sixteen (16) feet, and instead allow twenty foot, eleven and one-quarter inches (20'11 ¾"), for a variance of four foot eleven and one-quarter inches (4'11 ¼").

PREVIOUS PLANNING COMMISSION OR BOA ACTION ON SURROUNDING PROPERTY:
None

SPECIAL DISTRICTS:
Flood District: X (Non Hazard Area)
Historic District: N/A
Other: N/A

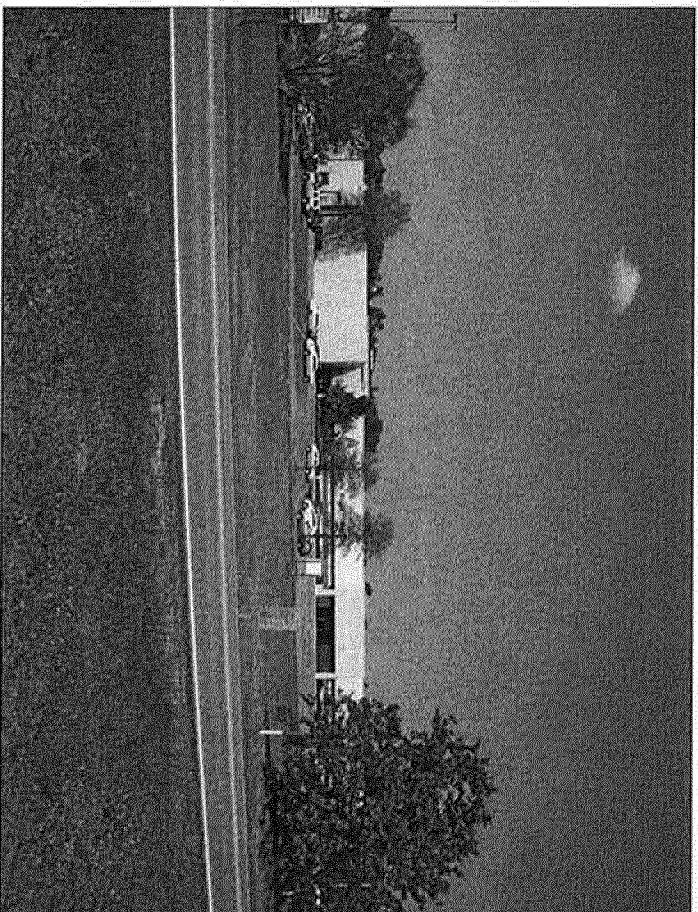
SITE PLAN REVIEW COMMITTEE ACTION:
Project No. 8-11-233 for construction of a building and parking lot was reviewed on 9/3/11. Resubmittal required after Council approval to receive final SPR approval.

PENDING HISTORIC CONSERVATION COMMISSION ACTION: N/A

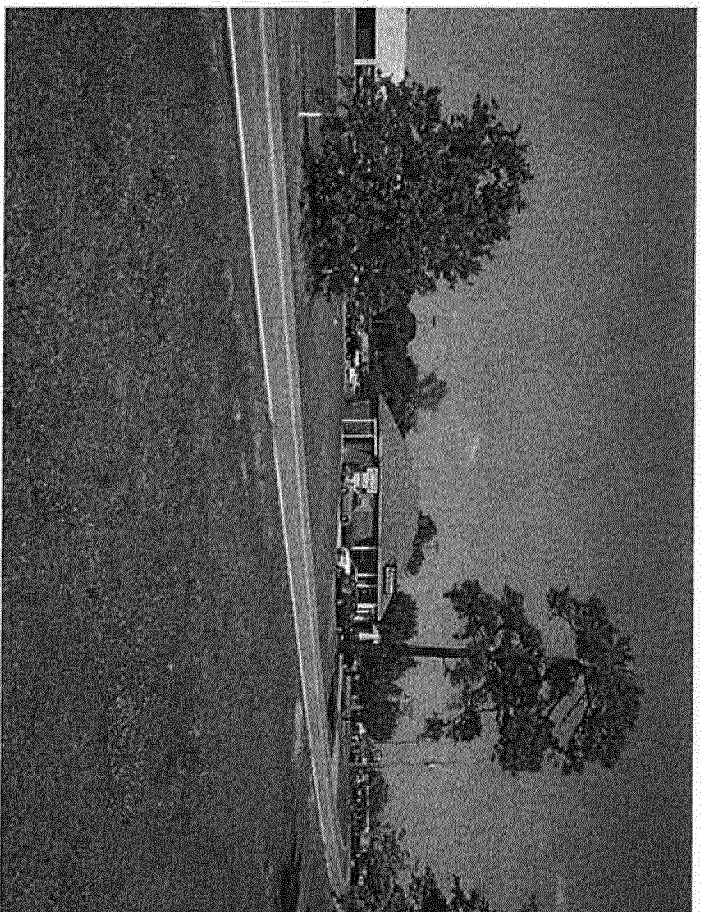


STAFF SUMMARY

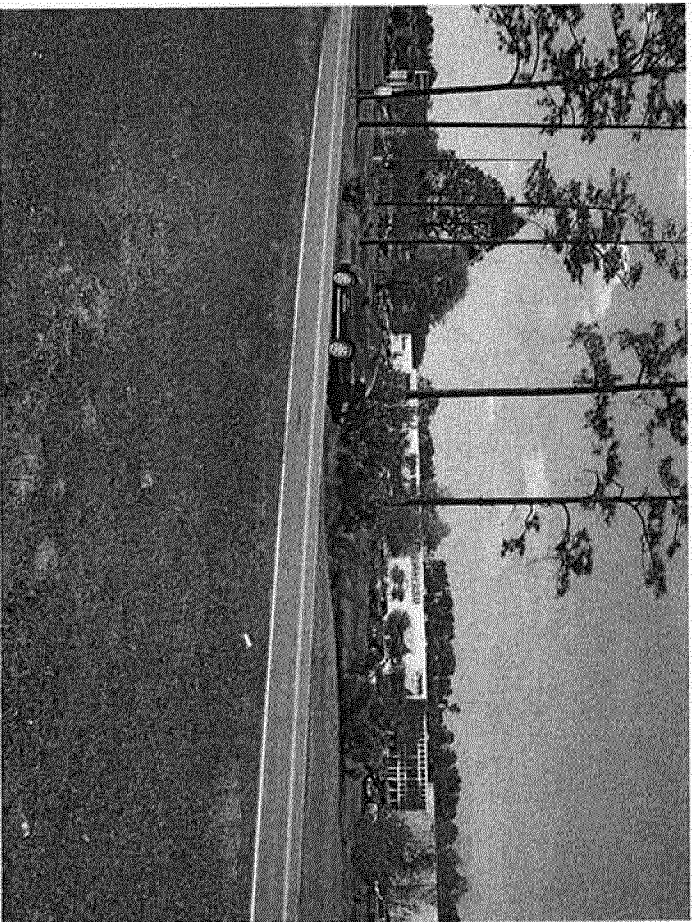
PLANNING COMMISSION April 4, 2012 ITEM B	
PROPERTY ADDRESS: 963 Broadway Drive ZONING: B-5 (Regional Business) District	PHYSICAL SITE CHARACTERISTICS: This lot is unimproved with an area of approximately 22,597 square feet.
REQUESTED ACTION: ⇒ To vary from the maximum width of 16' for a free standing sign and allow a width of 20' 11 1/4".	STREETS AND TRAFFIC: The subject property is located on the south side of Cloverleaf Mall along the Service Road at the intersection of Highway 49 and Broadway Drive.
APPLICABLE LAND DEVELOPMENT CODE REGULATIONS: -Article 5, Section 95.10 (2D)	PUBLIC UTILITIES: Water: City Sewer: City Electricity: Mississippi Power
ADJACENT ZONING AND LAND USES: <u>NORTH:</u> B-5 (Regional Business) District; and is undeveloped <u>SOUTH:</u> B-5 (Regional Business) District; Penske Leasing <u>EAST:</u> B-5 (Regional Business) District; currently vacant across Highway 49 <u>WEST:</u> B-5 (Regional Business) District; currently vacant	PARKING AND ACCESS: The main access to the property is from the Service Road.
FUTURE LAND USE MAP DESIGNATION: The Future Land Use Map depicts this area as a Regional Business Corridor and this District is primarily a non-residential district located along major arterial streets and highways.	CHARACTER OF THE NEIGHBORHOOD: The closest neighborhood, Audobon-Westwood, is found to the north of the Cloverleaf Mall. The subject property is within a regional business district.
	CRITERIA FOR GRANTING A VARIANCE: A. 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; B. Literal interpretation of the provisions of the Code would deprive the applicant of rights commonly enjoyed by other properties in the same district; C. Special conditions and circumstances do not result from the actions of the applicant; D. Granting the variance requested will not confer on the applicant any special privilege that is denied by the Code to other lands, structures or buildings in the same district.



Front of the Property (East)



South of the Property



North of the Property



West of the Property

8

PLEASE TYPE OR PRINT APPLICATION

Date

LAND DEVELOPMENT CODE
HATTIESBURG PLANNING COMMISSION
PUBLIC HEARING APPLICATION FOR VARIANCE

CITY OF HATTIESBURG
P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898
Lisa Reid, Planning Manager, Department of Urban Development
(601) 554-1031, FAX (601) 545-1962

VARIANCE HEARING TYPE REQUESTED:

Check One: Setback _____ Parking _____ Lot/Width/Coverage Area
Sign NA

Buffer _____ Flood Zone _____ Open Space _____ Other _____

Land Development Code Article No. S Section 95.10 (a,b)

Article No. _____ Section _____ ; Article No. _____ Section _____

ADDRESS OF PROPERTY FOR VARIANCE:

765

Brookway Dr.

Municipal Street Number

Street Name

MAR 21 2012

FILED

EDDIE B. MYERS, CITY CLERK
By [Signature]
Deputy Clerk

APPLICANT:

NAME: WAFEE HOUSE, INC.

MAILING ADDRESS: 5986 FINANCIAL DR. NORCROSS GA 30071

TELEPHONE: (W) (770) 723-5196 (H) _____ (C) (404) 307-5825

REPRESENTED BY:

NAME: Mark Tinsandara Senior Account Executive

MAILING ADDRESS: 3300 Highway 45, North, Meridian, MS 39301

TELEPHONE: (W) 601 482-7471 (H) 601 553-1514 (C) 601-479-6966
x 2214

CURRENT OWNER(S) OF PROPERTY:

NAME: WH CAPITAL LLC c/o WAFEE HOUSE, INC

MAILING ADDRESS: 5986 FINANCIAL DR NORCROSS GA 30071

TELEPHONE: (W) (770) 7722-5774 (H) _____ (C) (404) 307-5825

1. This property is located on the North side
(North/South/East/West)
of Seaside Rd & Greenwood Drive and lies between
(Commonly known as)
Barber and King
(Street Name) (Street Name)

Existing Zoning: B-5
City Tax Parcel Number: 23-924-6-1
PPIN Number: 33415
Lot Frontage: 161.77 Feet
Lot Depth: 170.42 Feet
Square Footage / Acres: 22,597
Existing Structure or Unimproved? VACANT
Number of existing buildings? VACANT
Use of buildings: Residential Commercial ☒ Industrial _____
Physical Characteristics: VACANT
Land Use History: VACANT

2. Explain variance(s) requested: WE ARE REQUESTING A VARIANCE TO INSTALL
A WHEELHOUSE FREE STANDING SIGN WITH 20'-11 1/4" OF
LENGTH - CODE LIMITS LENGTH TO 16'

3. Are there any Land Use Code violations on file on this property with the City?
If yes, please explain: NO

4. List reasons why you feel that the property could not be reasonably used without the
requested variance: OUR SMALLEST SIGN UNDER 16' LENGTH IS 14' 9 1/4"
AND IT IS NOT LEGIBLE FROM HWY 43.

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.

5. 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.

WAFFLE HOUSE IS A NATURAL RESTAURANT CHAIN WITH OVER 1600

LOCATIONS USING STANDARD SIZE SIGNS TO INSURE QUALITY AND CONSISTENCY.

CODE ALLOWS A 161# SIGN FOR THIS SITE. WAFFLE HOUSE PROPOSES TO INSTALL

A 150# SIGN BUT THIS SIGN MEASURES 20'-11 1/4" IN LENGTH. THE NEXT SMALLEST SIGN MEASURES 14'-3 7/8" OR 75# AND THIS SIGN IS NOT LEGIBLE TO Hwy 42 TRAFFIC.

- 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.

CODE ALLOWS FOR A 161 SQUARE FOOT SIGN ON THIS PROPERTY.

WAFFLE HOUSE IS ONLY ASKING FOR THE RIGHT TO USE 150 SQUARE FEET

DUE TO THE UNIQUENESS OF THE SHAPE OF THE NAME "WAFFLE HOUSE"

WE ARE REQUESTED FROM EXCEEDING THE AMOUNT OF

SIGN SPACE ALLOWED BY CODE

- c. That the special conditions and circumstances do not result from the actions of the applicant.

WAFFLE HOUSE HAS TAKEN NO ACTION TO CAUSE THIS

CIRCUMSTANCE OR CONDITION

- 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.

WAFFLE HOUSE IS REQUESTING A SMALLER SIGN

THAN WHAT IS ALLOWED BY CODE - WE ARE ONLY

ASKING FOR RELIEF IN THE LENGTH OF THE SIGN.

WITNESS THE SIGNATURES of the OWNER (S) of the subject property located at
963 BROADWAY DE, on this, the 23rd day of, FEB.
A.D., 2012.

In the matter of the variance request, and property owner further authorizes the following named
person to represent property owner at the public hearing on this petition
KENNETH L WILLIAMS

on this the 21 day of February, 20 12.

[Signature]

Property Owner pursuant to
Written Consent of the Sole Director of
WH Capital, L.L.C. dated September 2,
2011
Property Owner

STATE OF Georgia
COUNTY OF Gwinnett

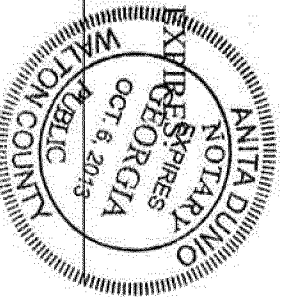
Personally came and appeared before me, the within named KENNETH L.
WILLIAMS, who signed and delivered the

above and forgoing instrument as and for their free act and deed, on the day and year therein
mentioned, and who acknowledged to me that they are the owner(s) of the subject property
described in this request for Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this, the
21 day of February, A.D., 2012.

[Signature]
(Notary Public)

MY COMMISSION



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

963 Broadway Drive Hattiesburg MS 39401
Street Address City State

on this the 28 day of February, 2012.

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. Mark Tramontana, Mitchell Signs

on this the 28 day of February, 2012.

Property Owner

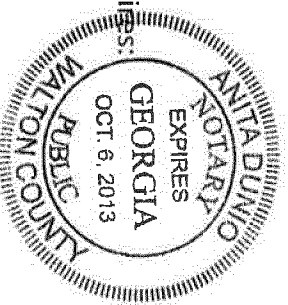
Authorized Signatory pursuant to
Written Consent of the Sole Director of
Proctor Capital/ALC. dated September 2,
2010

STATE OF Georgia

COUNTY OF Baldwin

Personally came and appeared before me, the within named Kenneth L. Williams, 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 28 day of February, 2012.



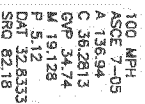
NOTARY PUBLIC

Anita Dunio

My Commission Expires:

REV	DATE	DESCRIPTION
-----	------	-------------

57



FOUNDATION SPECIFICATIONS:
SPREAD FOOTING: OPTIONAL
7'-6" x 15'-0" x 3'-6" DP SPREAD
FOUNDATION. TO HAVE A TOTAL OF
14.58 CUBIC YARDS OF CONCRETE.
8 ROWS OF #5 REBAR @ 10"

MS7E 2032

[illegible]

AGENT		DATE	
WATFLE HOUSE		4/27/11	
LOCATION	SCALE		
EASTLEBERG, NS	1:40	Bldg. Loc.	
DEATH 30		A	
FILE LOCATION	BOOK LOUSE		
G/ENR/CC/WH/PTL ON	PAGE 1 OF 3		
	DWG. NUMBER		
	150509406/100		

ALSO FINE.

WAFFLE HOUSE

RESULTS

HATTIESBURG, MS

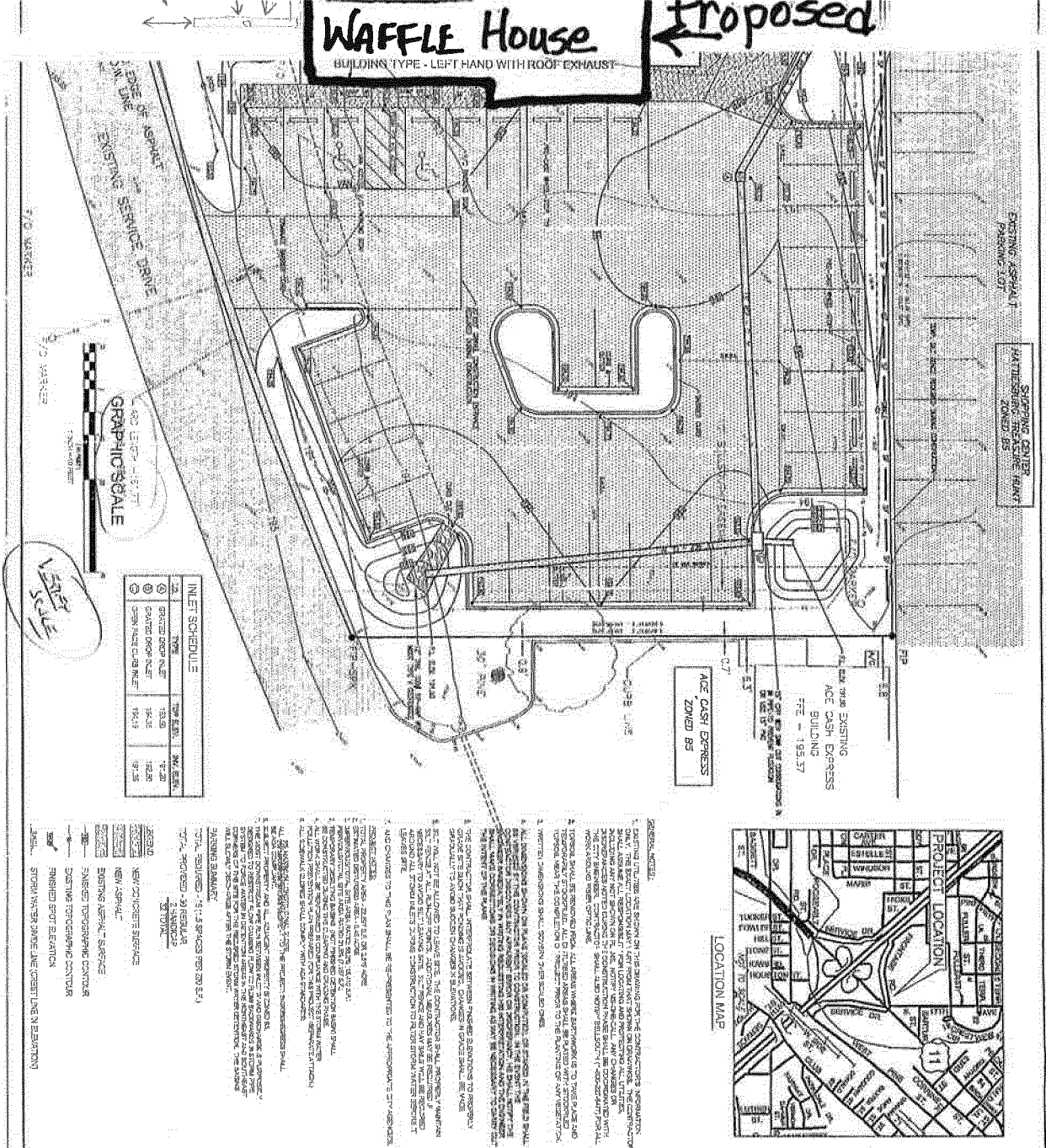
ÜSTÜN İKİNCİ KAT:

SITE GRADING AND DRAINAGE PLAN



1997年12月15日

9



PUBLIC HEARING

NOTICE is hereby given that a petition filed by W. H. Capital, LLC c/o Waffle House, Inc., owner and represented by Mark Tramontana, Senior Account Executive, Mitchell Signs, with the Mayor and Council of the City of Hattiesburg, Mississippi, to vary from the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 5, Section 95.10 (2D), which states that in a B-5, Regional Business District the width of an On-Premise Free Standing Signs shall not exceed sixteen (16) feet, and instead allow twenty foot, eleven and one-quarter inches (20'11 ¾"), for a variance of four foot eleven and one-quarter inches (4'11 ¾"), for a certain property located at 963 Broadway Drive (Parcel 23-924-6-1, PIN 33415, Ward 4), said property being more particularly described as follows, to-wit:

A part of Block 6 of the West End Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, also being described as part of the Northeast Quarter of the Southeast Quarter of Section 17, Township 4 North, Range 13 West, County of Forrest, State of Mississippi and being more particularly described as follows: Commencing at a found ¾-inch iron pipe at the southeast corner of Block 1 of the West End Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, thence run South 00 degrees 23 minutes 22 seconds East, for 1,271.45 feet; thence run South 44 degrees 05 minutes 20 seconds West for 56.96 feet; thence run South 89 degrees 41 minutes 32 seconds West for 208.27 feet to the POINT OF BEGINNING; thence continue South 89 degrees 38 minutes 00 seconds West for 153.37 feet; thence run South 00 degrees 19 minutes 03 seconds East for 170.42 feet to a point in the north right-of-way line of Highway 49 Service Drive; thence run northeasterly along said north right-of-way line along a curve to the left for 161.77 feet, said curve having a radius of 980.00 feet, a delta angle of 09 degrees 27 minutes 28 seconds and a chord bearing of North 71 degrees 18 minutes 25 seconds East and a chord distance of 161.60 feet; thence run North 00 degrees 18 minutes 47 seconds West for 119.61 feet to the Point of Beginning. Said parcel comprises 0.52 acres more or less.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, April 4, 2012, 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 15th day of March, A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Saturday, March 18, 2012
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898



City of Hattiesburg, MS

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

Master

File Number: 2012-0689

File ID: 2012-0689

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 04/09/2012

Brief Title: April 17, 2012 Budget Amendments

Final Action: 04/17/2012

Minute Book Number: MB 2012-14/115

Title:

Adopt the April 17, 2012 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2012 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Notes:

Sponsors:

Enactment Date:

Attachments: Proposed April Amendments, executed RES
2012-33 Proposed April Amendments

Enactment Number:

Contact: Connie Everett

Meeting Date: 04/17/2012

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	04/17/2012	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt the April 17, 2012 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2012 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: 4 - Bradley, Delgado, Carroll and Naylor							
Nays: 0							
Absent: 1 - Ware							
Yea: 4 President Bradley Council Member Delgado Council Member Carroll Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0689

Title

Adopt the April 17, 2012 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2012 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 
SUBJECT : Proposed Budget Amendments
DATE : April 17, 2012

The purpose of the proposed amendment to the City Bond and Interest Fund is to document receipt of bond funds from the 2012 Water & Sewer Revenue Bonds to be used to repay a loan obtained for payment of costs associated with dredging of the south lagoon.

The loan was obtained in order for the City to move forward with the dredging project, with the intention being to repay the loan with bond proceeds as soon as the bonds were sold and funds made available.

If you should have any questions, please give me a call.

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

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

REVENUES & BEG. CASH:

County-Shared Revenues	\$82,314
Interest	2,000
Non-Revenue receipts	1,642,115
Transfers-In	<u>519,664</u>
Total From All Sources	
Other Than taxation	<u>2,246,093</u>
Beginning Cash and	
Investment Balance	3,529,542
Amount to be Raised by Tax Levy	<u>2,800,000</u>
TOTAL FROM ALL SOURCES	<u><u>\$8,575,635</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	4,646,845
Interest on Bonds	753,020
Other Services & Charges	205,019
Paying Agent Fees	<u>18,000</u>
Total Expenditures	<u>\$5,622,884</u>
Cash balance at End of Year	<u>2,952,751</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$8,575,635</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 Bond and Interest Fund Principal Payments Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$3,489,600	\$1,157,245	\$4,646,845	Adjust budget for repayment of loan

Section 2 . 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 17th day of April, 2012.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of April , 2012.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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 Bond and Interest Fund Principal Payments Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$3,489,600	\$1,157,245	\$4,646,845	Adjust budget for repayment of loan

Section 2 . 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 Naylor, and was adopted by the following, to wit;

YEAS:	Bradley	NAYS:	None	ABSENT:	Ware
	Delgado				
	Carroll				
	Naylor				

The President thereby declared the motion carried and the Resolution adopted, this the 17th day of April, 2012.

(SEAL)

ATTEST:

Debra A. Bernardo
CLERK OF COUNCIL

ADOPTED:

Tim Bruck
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of April, 2012.

ATTEST:

Edwin P. Myers
CITY CLERK

APPROVED:

Henry S. Davis
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-0688

File ID: 2012-0688

Type: Resolution

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/09/2012

Brief Title: Project Resolution Requisition No. 1 2012 Bonds

Final Action: 04/17/2012

Minute Book Number: MB 2012-1/116

Title:

Authorize Requisition No. 1 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; authorize issuance of manual check to Bancorp South.

Notes:

Sponsors:

Enactment Date:

Attachments: Payment Requisition 2012 Bonds, executed RES
2012-34 12.5 Bond loan payment

Enactment Number:

Contact: Connie Everett

Meeting Date: 04/17/2012

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	04/17/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Authorize Requisition No. 1 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; authorize issuance of manual check to Bancorp South.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Delgado, Carroll and Naylor							
Nays: 0							
Absent: 1 - Ware							
Yea: 4 President Bradley Council Member Delgado Council Member Carroll Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0688

Title

Authorize Requisition No. 1 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; authorize issuance of manual check to Bancorp South.

Summary

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. 1 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. 1 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. 1 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$1,425,800 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. 1 from the Project Fund Construction Account under the Loan in the total aggregate amount of One Million Four Hundred Twenty Five Thousand Eight Hundred and No/100 Dollars (\$1,425,800.00) 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. 1 in the total aggregate amount of One Million Four Hundred Twenty Five Thousand Eight Hundred and No/100 Dollars (\$1,425,800.00) as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the resolution adopted, this the 17th day of April, 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of April, 2012.

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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.: 1

DATE OF REQUISITION: 4/17/2012

Name & Address of Payee	Amount of Payment	Purchase Order #	Purpose of Payment
1. City of Hattiesburg Attn: Connie Everett PO Box 1898 Hattiesburg, MS 39403	\$1,425,800.00	N/A	Reimburse City for loan obtained for sewer project in order to repay bank loan obtained in August 2011. MB 2011-5/19-25

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. 1 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 Naylor 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. 1 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. 1 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$1,425,800 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. 1 from the Project Fund Construction Account under the Loan in the total aggregate amount of One Million Four Hundred Twenty Five Thousand Eight Hundred and No/100 Dollars (\$1,425,800.00) 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. 1 in the total aggregate amount of One Million Four Hundred Twenty Five Thousand Eight Hundred and No/100 Dollars (\$1,425,800.00) as authorized herein, as more particularly described in Exhibit A.

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

The above and foregoing resolution, after having been first reduced to writing, was introduced by Council Member Naylor, seconded by Council Member Delgado, and was adopted by the following roll call vote, to wit:

YEAS: Bradley
Delgado
Carroll
Naylor

NAYS: None ABSENT: Ware

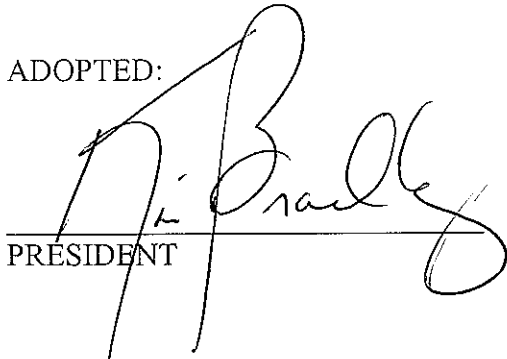
The President thereby declared the motion carried and the resolution adopted, this the 17th day of April, 2012.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of April, 2012.


CITY CLERK

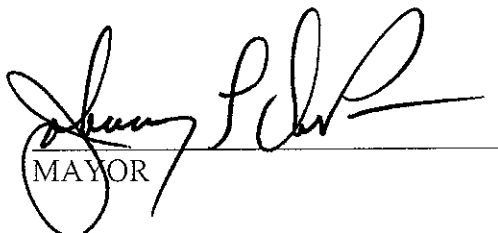

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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.: 1

DATE OF REQUISITION: 4/17/2012

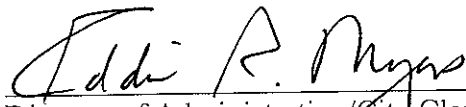
Name & Address of Payee	Amount of Payment	Purchase Order #	Purpose of Payment
1. City of Hattiesburg Attn: Connie Everett PO Box 1898 Hattiesburg, MS 39403	\$1,425,800.00	N/A	Reimburse City for loan obtained for sewer project in order to repay bank loan obtained in August 2011. MB 2011-5/19-25

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: 2012-0691

File ID: 2012-0691

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/09/2012

Brief Title: Amended Zoo Agreement

Final Action: 04/17/2012

Minute Book Number: MB 2012-1/116 (MB 2

Title:

Authorize Mayor to execute amended agreement between the City of Hattiesburg and the Hattiesburg Convention Commission for the management of the Hattiesburg Zoo at Kamper Park.

Notes:

Sponsors:

Enactment Date:

Attachments: Amended Zoo Agreement, executed Amended Zoo Agreement

Enactment Number:

Contact: Connie Everett

Meeting Date: 04/17/2012

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	04/17/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Authorize Mayor to execute amended agreement between the City of Hattiesburg and the Hattiesburg Convention Commission for the management of the Hattiesburg Zoo at Kamper Park.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Delgado, Carroll and Naylor							
Nays: 0							
Absent: 1 - Ware							
Yea: 4 President Bradley Council Member Delgado Council Member Carroll Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0691

Title

Authorize Mayor to execute amended agreement between the City of Hattiesburg and the Hattiesburg Convention Commission for the management of the Hattiesburg Zoo at Kamper Park.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

HATTIESBURG ZOO AGREEMENT

This Agreement, effective this 1st day of May , 2012 between the City of Hattiesburg (hereafter sometimes "the City") and the Hattiesburg Convention Commission (hereafter sometimes "the Commission");

RECITALS

1. Senate Bill 3232 approved May 3, 1991, creates the Hattiesburg Convention Commission for the promotion of conventions and tourism. [SECTION 2(1)]
2. SECTION 4 of the Act states in part,

The Commission shall have jurisdiction and authority over all matters relating to the establishment, development, construction, furnishing and equipping of convention and tourism-related facilities within the City of Hattiesburg, including the authority to enter into such contracts and agreements as may be necessary to carry out the intent of this act.
3. SECTION 5 of the Act refers to the provision of funds for the construction, furnishing, equipping, erection and operation of tourism and convention facilities. The Commission is authorized to make contracts in that respect and has full and sole discretion and authority to do so as long as it complies with the law.
4. The Commission, created by Legislative act, is a separate and independent body, corporate and politic. Its members are appointed by the Mayor and confirmed by the City Council. The Commission seeks to function with the City in common effort to achieve tourism growth and responsible stewardship.
5. All funds for the construction, operation and maintenance of Convention Commission facilities are derived solely from operational revenue and the 2% Food and Beverage tax. No property ad valorem taxes are involved.
8. The City has requested the Commission to provide operational funding, operational management, marketing, staffing and overall management and development of the Hattiesburg Zoo and related property. The Commission is authorized to, and accepts such request.

WITNESSETH

Therefore, in consideration of the foregoing and the terms and conditions hereinafter contained, the City and the Hattiesburg Convention Commission do hereby agree as follows:

Article I

SCOPE

The Scope of contract shall be to provide operational funding, operational management, visitor marketing, tourism growth, general staffing and overall management and development of the Hattiesburg Zoo, a cultural and tourism venue owned by the City of Hattiesburg. Excluded from this contract are the tennis courts, baseball field, and playground equipment and playground area, all of which will remain under the control and direction of the City of Hattiesburg.

Article II
DURATION OF CONTRACT

The Commission shall begin the herein described duties under this contract on May 1, 2012. These contracted duties and responsibilities shall be performed by the Commission until September 30, 2015, or as otherwise provided by law. Six months prior to the culmination of the contract as set forth herein, a renewal option for additional years shall be available at the pleasure of the City and the Commission.

Article III
COVENANT AGAINST CONTINGENT FEES

The Hattiesburg Convention Commission shall comply with all relevant federal, state and local laws. The Commission warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Commission, to secure this contract, and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the awarding of this contract. For evidenced breach or violation of this warranty the City shall have the right to annul this contract without liability, or, at its discretion, to deduct from the contract price the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Article IV
MANAGEMENT AUTHORITY

The City of Hattiesburg authorizes the Hattiesburg Convention Commission as their duly appointed agent and designee, as Owner's Representative with respect to all matters related to the Hattiesburg Zoo. Further, the City understands that it is the intent of the Commission to operate the Hattiesburg Zoo in a manner that seeks to maximize the community and tourism value of the Zoo for the purposes of providing economic return, quality of life, and public enjoyment while seeking to increase operational revenue and insure efficiency of expenditures.

Execution of this contract by the City shall designate the Hattiesburg Convention Commission as the Management Agency of record for the Hattiesburg Zoo. The Hattiesburg Convention Commission shall be authorized to act on behalf of the City with regard to all contractual matters including zoo management and marketing, evaluation, approval and contracting of current and future outsourced services, establishment of operational procedures, development and implementation of reasonable operational policies and procedures for all users, provision of data and information, collection of revenues and application of same towards operations, as well as contact with the press, media and general public. The Hattiesburg Convention Commission shall have sole and complete authority over and with respect to personnel employment, including the right to hire and terminate for cause or for considerations of operational performance and efficiency and such other rights as are accorded by law. However, the City may at all reasonable times review and inspect operational management, marketing, and maintenance programs and procedures under this agreement and amendments thereto.

Article V
GEOGRAPHICAL DEFINITION

All areas contained within the Zoo fence bounded on the west by Gordon's Creek, the east by South 17th Avenue, the North by Hardy Street and the South by parking area and entry to the Zoo; includes the former carousel location and adjacent building, as well as Kamper Park Pavilions.

Article VI
ECONOMIC DEFINITION

Contract shall include all income and expense including, but not limited to: personnel, marketing, and operations. Items listed in the City of Hattiesburg Expenditure Report – Kamper Park Zoo Division Budget form the basis for expense and income projections. Items not included in the budget but currently in place and necessary for operation will remain the responsibility of the City, which it agrees to continue in full force; such items include water, property and liability insurance.

Article VII
EQUIPMENT

The City agrees that all Zoo-specific equipment or equipment assigned to the Zoo will remain available as required for zoo operations. City agrees to permit use of critical specialty equipment necessary for achieving Zoo improvements to qualified and approved Convention Commission operators (e.g., backhoe, dump truck, etc.).

Article VIII
INUREMENT

All operating revenue and donations at the Zoo will accrue to Hattiesburg Convention Commission. All physical or capital development will inure to the benefit of the owner (City of Hattiesburg) including; branding, marketing products and activities, physical improvements, building, constructions and other enhancements.

Article IX
TERMS

Beginning October 1, 2011 (Fiscal Year 2011-12), the City of Hattiesburg will remit the amount of \$60,482.78 by the 15th of each month to the Hattiesburg Convention Commission to equal an annualized level of \$725,793.30 (baseline amount) per year, a figure which represents 90% of the FY 2008-09 City of Hattiesburg Budgetary Subsidy for the Zoo. This monthly payment shall be reduced by the amount of any sums paid by the City for Mississippi Unemployment Compensation claims related to former Zoo employees (employed with the Zoo as of November 1, 2009 or later).

This monthly payment shall continue through May 2012.

Effective June 1, 2012, the Hattiesburg Convention Commission agrees to accept full financial responsibility for any subsidy requirements necessary for operation of the Hattiesburg Zoo.

Both parties agree that the intent of this contract is, in part, to reduce expenditures by the City of Hattiesburg

in operating the Hattiesburg Zoo. The HCC commits to investigate and aggressively implement reasonable measures that increase operational revenue and reduce operational expenditures. Both parties enter into this agreement committing to a mutually agreeable and beneficial partnership that provides ongoing benefit to the City of Hattiesburg, while not financially harming the Hattiesburg Convention Commission.

In this spirit of this partnership, all parties agree to review the financial status, including annual profit and loss analysis, of the Zoo operations at a mutually agreeable time during the final six months preceding the end date of this contract, and work out a new financial plan, if necessary, to continue the operation of the Zoo in a fiscally responsible manner for both the City of Hattiesburg and the Hattiesburg Convention Commission.

Concurrently with the review hereinabove provided, or in lieu thereof, and pursuant to the provisions of Article II hereof, either City or HCC may elect to either terminate or renew the contract.

Article X

EXISTING CONTRACTS

The Commission agrees to honor all existing vendor contracts at the Zoo through the conclusion of the vendor contract period. Further, the Commission will continue to contract with the Hattiesburg Tourism Commission to serve as the personnel management agency for full-time Zoo employees who were transferred from City employment in 2009 under the existing contract with the Hattiesburg Tourism Commission.

Article XI

INDEMNIFICATION FOR CLAIMS AND LIABILITY

TO THE EXTENT PERMITTED BY LAW:

(a) The Hattiesburg Convention Commission and its agents, assigns or licensees shall be indemnified by the City of Hattiesburg for any and all damages to property or persons which shall save harmless their officers, agents, and employees from all suits, claims, actions, or damages of any nature whatsoever resulting from the operations of the Zoo, performance of work under this contract or any pre-existing conditions of this project; provided however, this indemnification shall not extend to negligent acts or omissions of the Commission. The City of Hattiesburg shall maintain its current general liability policies with any endorsements required to cover their ownership of the Zoo facilities as well as fire, hazard and extended coverage insurance on all buildings and structures comprising the Zoo facilities.

(b) The City shall be indemnified by the Hattiesburg Convention Commission for any and all damages to property or persons and shall save harmless its officers, agents, and employees from all suits, claims, actions, or damages of any nature whatsoever resulting from the performance of duties under this contract or any pre-existing conditions of the Commission, provided however, this indemnification shall not extend to negligent acts or omissions of the City. The Hattiesburg Convention Commission and its agents, assigns or licensees shall maintain in effect their current general liability policies with any endorsements required to cover their operation and management of the Zoo facilities.

Article XII
ASSIGNMENT OR TRANSFER

The Hattiesburg Convention Commission agrees not to assign or transfer this contract in whole without prior written approval of the City. The Commission reserves the right to assign specific performance functions named in this contract to privately contracted firms as it deems appropriate. The Commission agrees that said assignment does not waive their responsibilities or obligations under the terms of this agreement.

Article XIII
COVENANTS BINDING UPON SUCCESSORS AND ASSIGNS

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

IN WITNESS WHEREOF, said parties have hereto set their hands and affixed their seals the day and year above first written.

HATTIESBURG CONVENTION COMMISSION
One Convention Center Plaza
Hattiesburg, MS 39401

CITY OF HATTIESBURG
P. O. Box 1898
Hattiesburg, MS 39403-1898

By: _____
Andy Stetelman, Chairman

By: _____
Johnny DuPree, Mayor

ATTEST:

By: _____
Eddie Myers, City Clerk

APPENDIX A

DEFINITION

The term "facilities" as used herein, shall mean all structures and improvements planned, developed and operated under the City of Hattiesburg Budget 2008-09, entitled, Parks & Recreation, Kamper Park, Zoo Division.

ZOO DEVELOPMENT

Zoo Development - As the Commission determines appropriate and productive, it will evaluate and implement appropriate construction, installation and modification of the facility to improve its effectiveness as a cultural and tourist venue and attraction to the Hattiesburg area. The Commission agrees that any significant modifications will be discussed and reviewed with the Director of Parks and Recreation and other City personnel to preserve the overall viability of Kamper Park. Further, the Commission will review, develop, modify, increase or decrease existing and future revenue streams to improve the financial viability of the Zoo.

ZOO OPERATIONS

Operational Structure and Staffing - The Commission will incorporate all current personnel into the Hattiesburg Convention Commission or the Hattiesburg Tourism Commission as is appropriate for preservation of existing compensation and PERS benefits structure. The Commission will additionally utilize existing knowledge and expertise of its staff to encourage economies of scale with regard to Maintenance, Operations, Events, Sales and Marketing.

The Commissions maintain policies and practices that are designed to prevent discrimination against any qualified employee or applicant on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, disability and medical condition to the extent protected by law. This policy of nondiscrimination applies to all employment practices, including hiring, compensation, benefits, promotion, training, and termination.

Operations Sub-Contracting - The Commission will evaluate fixed and optional sub-contracted operational contracts for the Zoo.

Marketing, Sales, Promotions, Sponsorship and Event Management - The Commission will develop, administer and oversee all sales, sponsorship and event management services for the Zoo during the terms of this contract. The Commission will identify potential Zoo group, leisure and scholastic clientele. The Commission will identify potential donors, sponsors, investors and other contributors for the purposes of enhancing the Zoo and its activities. The Commission will develop a comprehensive marketing strategy, a specific marketing plan and an overall marketing budget on an annual basis. In addition, the Commission will coordinate the production of marketing and collateral materials, develop contracts with potential clients, and establish a multi-year advertising campaign.

HATTIESBURG ZOO AGREEMENT

This Agreement, effective this 1st day of May, 2012 between the City of Hattiesburg (hereafter sometimes "the City") and the Hattiesburg Convention Commission (hereafter sometimes "the Commission");

RECITALS

1. Senate Bill 3232 approved May 3, 1991, creates the Hattiesburg Convention Commission for the promotion of conventions and tourism. [SECTION 2(1)]
2. SECTION 4 of the Act states in part,

The Commission shall have jurisdiction and authority over all matters relating to the establishment, development, construction, furnishing and equipping of convention and tourism-related facilities within the City of Hattiesburg, including the authority to enter into such contracts and agreements as may be necessary to carry out the intent of this act.
3. SECTION 5 of the Act refers to the provision of funds for the construction, furnishing, equipping, erection and operation of tourism and convention facilities. The Commission is authorized to make contracts in that respect and has full and sole discretion and authority to do so as long as it complies with the law.
4. The Commission, created by Legislative act, is a separate and independent body, corporate and politic. Its members are appointed by the Mayor and confirmed by the City Council. The Commission seeks to function with the City in common effort to achieve tourism growth and responsible stewardship.
5. All funds for the construction, operation and maintenance of Convention Commission facilities are derived solely from operational revenue and the 2% Food and Beverage tax. No property ad valorem taxes are involved.
8. The City has requested the Commission to provide operational funding, operational management, marketing, staffing and overall management and development of the Hattiesburg Zoo and related property. The Commission is authorized to, and accepts such request.

WITNESSETH

Therefore, in consideration of the foregoing and the terms and conditions hereinafter contained, the City and the Hattiesburg Convention Commission do hereby agree as follows:

Article I

SCOPE

The Scope of contract shall be to provide operational funding, operational management, visitor marketing, tourism growth, general staffing and overall management and development of the Hattiesburg Zoo, a cultural and tourism venue owned by the City of Hattiesburg. Excluded from this contract are the tennis courts, baseball field, and playground equipment and playground area, all of which will remain under the control and direction of the City of Hattiesburg.

Article II
DURATION OF CONTRACT

The Commission shall begin the herein described duties under this contract on May 1, 2012. These contracted duties and responsibilities shall be performed by the Commission until September 30, 2015, or as otherwise provided by law. Six months prior to the culmination of the contract as set forth herein, a renewal option for additional years shall be available at the pleasure of the City and the Commission.

Article III
COVENANT AGAINST CONTINGENT FEES

The Hattiesburg Convention Commission shall comply with all relevant federal, state and local laws. The Commission warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Commission, to secure this contract, and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the awarding of this contract. For evidenced breach or violation of this warranty the City shall have the right to annul this contract without liability, or, at its discretion, to deduct from the contract price the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Article IV
MANAGEMENT AUTHORITY

The City of Hattiesburg authorizes the Hattiesburg Convention Commission as their duly appointed agent and designee, as Owner's Representative with respect to all matters related to the Hattiesburg Zoo. Further, the City understands that it is the intent of the Commission to operate the Hattiesburg Zoo in a manner that seeks to maximize the community and tourism value of the Zoo for the purposes of providing economic return, quality of life, and public enjoyment while seeking to increase operational revenue and insure efficiency of expenditures.

Execution of this contract by the City shall designate the Hattiesburg Convention Commission as the Management Agency of record for the Hattiesburg Zoo. The Hattiesburg Convention Commission shall be authorized to act on behalf of the City with regard to all contractual matters including zoo management and marketing, evaluation, approval and contracting of current and future outsourced services, establishment of operational procedures, development and implementation of reasonable operational policies and procedures for all users, provision of data and information, collection of revenues and application of same towards operations, as well as contact with the press, media and general public. The Hattiesburg Convention Commission shall have sole and complete authority over and with respect to personnel employment, including the right to hire and terminate for cause or for considerations of operational performance and efficiency and such other rights as are accorded by law. However, the City may at all reasonable times review and inspect operational management, marketing, and maintenance programs and procedures under this agreement and amendments thereto.

Article V
GEOGRAPHICAL DEFINITION

All areas contained within the Zoo fence bounded on the west by Gordon's Creek, the east by South 17th Avenue, the North by Hardy Street and the South by parking area and entry to the Zoo; includes the former carousel location and adjacent building, as well as Kamper Park Pavilions.

Article VI
ECONOMIC DEFINITION

Contract shall include all income and expense including, but not limited to: personnel, marketing, and operations. Items listed in the City of Hattiesburg Expenditure Report – Kamper Park Zoo Division Budget form the basis for expense and income projections. Items not included in the budget but currently in place and necessary for operation will remain the responsibility of the City, which it agrees to continue in full force; such items include water, property and liability insurance.

Article VII
EQUIPMENT

The City agrees that all Zoo-specific equipment or equipment assigned to the Zoo will remain available as required for zoo operations. City agrees to permit use of critical specialty equipment necessary for achieving Zoo improvements to qualified and approved Convention Commission operators (e.g., backhoe, dump truck, etc.).

Article VIII
INUREMENT

All operating revenue and donations at the Zoo will accrue to Hattiesburg Convention Commission. All physical or capital development will inure to the benefit of the owner (City of Hattiesburg) including; branding, marketing products and activities, physical improvements, building, constructions and other enhancements.

Article IX
TERMS

Beginning October 1, 2011 (Fiscal Year 2011-12), the City of Hattiesburg will remit the amount of \$60,482.78 by the 15th of each month to the Hattiesburg Convention Commission to equal an annualized level of \$725,793.30 (baseline amount) per year, a figure which represents 90% of the FY 2008-09 City of Hattiesburg Budgetary Subsidy for the Zoo. This monthly payment shall be reduced by the amount of any sums paid by the City for Mississippi Unemployment Compensation claims related to former Zoo employees (employed with the Zoo as of November 1, 2009 or later).

This monthly payment shall continue through May 2012.

Effective June 1, 2012, the Hattiesburg Convention Commission agrees to accept full financial responsibility for any subsidy requirements necessary for operation of the Hattiesburg Zoo.

Both parties agree that the intent of this contract is, in part, to reduce expenditures by the City of Hattiesburg

in operating the Hattiesburg Zoo. The HCC commits to investigate and aggressively implement reasonable measures that increase operational revenue and reduce operational expenditures. Both parties enter into this agreement committing to a mutually agreeable and beneficial partnership that provides ongoing benefit to the City of Hattiesburg, while not financially harming the Hattiesburg Convention Commission.

In this spirit of this partnership, all parties agree to review the financial status, including annual profit and loss analysis, of the Zoo operations at a mutually agreeable time during the final six months preceding the end date of this contract, and work out a new financial plan, if necessary, to continue the operation of the Zoo in a fiscally responsible manner for both the City of Hattiesburg and the Hattiesburg Convention Commission.

Concurrently with the review hereinabove provided, or in lieu thereof, and pursuant to the provisions of Article II hereof, either City or HCC may elect to either terminate or renew the contract.

Article X

EXISTING CONTRACTS

The Commission agrees to honor all existing vendor contracts at the Zoo through the conclusion of the vendor contract period. Further, the Commission will continue to contract with the Hattiesburg Tourism Commission to serve as the personnel management agency for full-time Zoo employees who were transferred from City employment in 2009 under the existing contract with the Hattiesburg Tourism Commission.

Article XI

INDEMNIFICATION FOR CLAIMS AND LIABILITY

TO THE EXTENT PERMITTED BY LAW:

(a) The Hattiesburg Convention Commission and its agents, assigns or licensees shall be indemnified by the City of Hattiesburg for any and all damages to property or persons which shall save harmless their officers, agents, and employees from all suits, claims, actions, or damages of any nature whatsoever resulting from the operations of the Zoo, performance of work under this contract or any pre-existing conditions of this project; provided however, this indemnification shall not extend to negligent acts or omissions of the Commission. The City of Hattiesburg shall maintain its current general liability policies with any endorsements required to cover their ownership of the Zoo facilities as well as fire, hazard and extended coverage insurance on all buildings and structures comprising the Zoo facilities.

(b) The City shall be indemnified by the Hattiesburg Convention Commission for any and all damages to property or persons and shall save harmless its officers, agents, and employees from all suits, claims, actions, or damages of any nature whatsoever resulting from the performance of duties under this contract or any pre-existing conditions of the Commission, provided however, this indemnification shall not extend to negligent acts or omissions of the City. The Hattiesburg Convention Commission and its agents, assigns or licensees shall maintain in effect their current general liability policies with any endorsements required to cover their operation and management of the Zoo facilities.

Article XII
ASSIGNMENT OR TRANSFER

The Hattiesburg Convention Commission agrees not to assign or transfer this contract in whole without prior written approval of the City. The Commission reserves the right to assign specific performance functions named in this contract to privately contracted firms as it deems appropriate. The Commission agrees that said assignment does not waive their responsibilities or obligations under the terms of this agreement.

Article XIII
COVENANTS BINDING UPON SUCCESSORS AND ASSIGNS

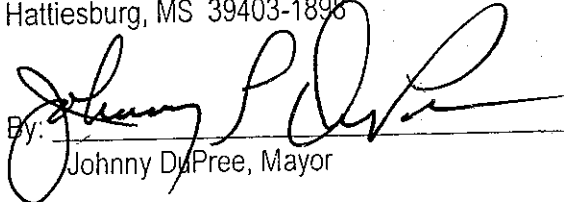
The covenants herein contained shall, except as otherwise indicated, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereto set their hands and affixed their seals the day and year above first written.

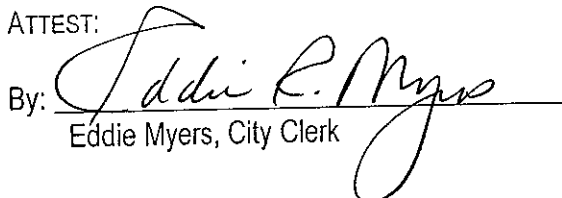
HATTIESBURG CONVENTION COMMISSION
One Convention Center Plaza
Hattiesburg, MS 39401

By: _____
Andy Stetelman, Chairman

CITY OF HATTIESBURG
P. O. Box 1898
Hattiesburg, MS 39403-1898

By: 
Johnny DuPree, Mayor

ATTEST:

By: 
Eddie Myers, City Clerk

APPENDIX A

DEFINITION

The term "facilities" as used herein, shall mean all structures and improvements planned, developed and operated under the City of Hattiesburg Budget 2008-09, entitled, Parks & Recreation, Kamper Park, Zoo Division.

ZOO DEVELOPMENT

Zoo Development - As the Commission determines appropriate and productive, it will evaluate and implement appropriate construction, installation and modification of the facility to improve its effectiveness as a cultural and tourist venue and attraction to the Hattiesburg area. The Commission agrees that any significant modifications will be discussed and reviewed with the Director of Parks and Recreation and other City personnel to preserve the overall viability of Kamper Park. Further, the Commission will review, develop, modify, increase or decrease existing and future revenue streams to improve the financial viability of the Zoo.

ZOO OPERATIONS

Operational Structure and Staffing - The Commission will incorporate all current personnel into the Hattiesburg Convention Commission or the Hattiesburg Tourism Commission as is appropriate for preservation of existing compensation and PERS benefits structure. The Commission will additionally utilize existing knowledge and expertise of its staff to encourage economies of scale with regard to Maintenance, Operations, Events, Sales and Marketing.

The Commissions maintain policies and practices that are designed to prevent discrimination against any qualified employee or applicant on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, disability and medical condition to the extent protected by law. This policy of nondiscrimination applies to all employment practices, including hiring, compensation, benefits, promotion, training, and termination.

Operations Sub-Contracting - The Commission will evaluate fixed and optional sub-contracted operational contracts for the Zoo.

Marketing, Sales, Promotions, Sponsorship and Event Management - The Commission will develop, administer and oversee all sales, sponsorship and event management services for the Zoo during the terms of this contract. The Commission will identify potential Zoo group, leisure and scholastic clientele. The Commission will identify potential donors, sponsors, investors and other contributors for the purposes of enhancing the Zoo and its activities. The Commission will develop a comprehensive marketing strategy, a specific marketing plan and an overall marketing budget on an annual basis. In addition, the Commission will coordinate the production of marketing and collateral materials, develop contracts with potential clients, and establish a multi-year advertising campaign.



City of Hattiesburg, MS

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

Master

File Number: 2012-0713

File ID: 2012-0713

Type: Resolution

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: Katrina Supplemental CDBG Project No.
R-103-205-03-KED

Final Action: 04/17/2012

Minute Book Number: mb 2012-1/116

Title:

Authorize to adopt resolution stating the City's commitment to complying with the National Policy Objective of Katrina Supplemental Community Development Block Grant (CDBG) Economic Development Project No. R-103-205-03-KED.

Notes:

Sponsors:

Enactment Date:

Attachments: Katrina Supplemental CDBG Project
#R-103-205-03-KED, executed RES 2012-35 USA
Yeast

Enactment Number:

Contact:

Meeting Date: 04/17/2012

Drafter: Anita Bratcher

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/17/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Adopt a resolution stating the City's firm commitment to complying with the National Policy Objective of Katrina Supplemental Community Development Block Grant (CDBG) Economic Development Project No. R-103-205-03-KED.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Delgado, Carroll and Naylor							
Nays: 0							
Absent: 1 - Ware							
Yea: 4 President Bradley Council Member Delgado Council Member Carroll Council Member Naylor							

Text of Legislative File 2012-0713

Title

Authorize to adopt resolution stating the City's commitment to complying with the National Policy Objective of Katrina Supplemental Community Development Block Grant (CDBG) Economic Development Project No. R-103-205-03-KED.

Summary

Katrina Supplemental CDBG Project No. R-103-205-03-KED

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**RESOLUTION STATING A FIRM COMMITMENT
TO COMPLYING WITH THE NATIONAL POLICY OBJECTIVE
OF KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT
ECONOMIC DEVELOPMENT PROJECT NO. R-103-205-03-KED**

WHEREAS, the City of Hattiesburg has applied for and received a Katrina Supplemental Community Development Block Grant for Economic Development Public Improvements funds on behalf of USA Yeast Company, LLC.; and

WHEREAS, as a part of said Katrina Supplemental CDBG project, USA Yeast Company, LLC., has executed a Memorandum of Agreement to create at least 2 full-time permanent jobs of which a minimum of fifty-one percent (51%) will accrue to the benefit of persons of low and moderate income; and

WHEREAS, the Grant Agreement for said Katrina Supplemental CDBG Project No. R-103-205-03-KED requires that the City of Hattiesburg shall submit to the Mississippi Development Authority, an official resolution stating a firm commitment to the National Objective for this Katrina Supplemental Community Development Block Grant project, which is making at least fifty-one percent (51%) of the 2 permanent, full-time jobs to be created by USA Yeast Company, LLC., available to persons of low and moderate income.

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

The City of Hattiesburg stands firm in its commitment to insure that at least fifty-one (51%) percent of the 2 permanent, full-time jobs to be created by USA Yeast Company, LLC., are made available to persons of low and moderate income.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, the ____ day of _____, 2012

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted and approved by the Mayor, this
the _____ date of _____, 2012.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

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. 1 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 Naylor 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. 1 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. 1 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$1,425,800 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. 1 from the Project Fund Construction Account under the Loan in the total aggregate amount of One Million Four Hundred Twenty Five Thousand Eight Hundred and No/100 Dollars (\$1,425,800.00) 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. 1 in the total aggregate amount of One Million Four Hundred Twenty Five Thousand Eight Hundred and No/100 Dollars (\$1,425,800.00) as authorized herein, as more particularly described in Exhibit A.

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

The above and foregoing resolution, after having been first reduced to writing, was introduced by Council Member Naylor, seconded by Council Member Delgado, and was adopted by the following roll call vote, to wit:

YEAS: Bradley
Delgado
Carroll
Naylor

NAYS: None ABSENT: Ware

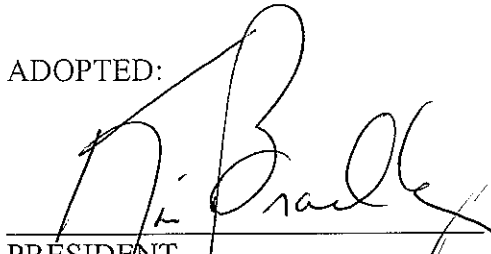
The President thereby declared the motion carried and the resolution adopted, this the 17th day of April, 2012.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of April, 2012.


CITY CLERK


MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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.: 1

DATE OF REQUISITION: 4/17/2012

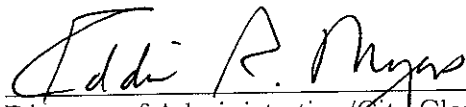
Name & Address of Payee	Amount of Payment	Purchase Order #	Purpose of Payment
1. City of Hattiesburg Attn: Connie Everett PO Box 1898 Hattiesburg, MS 39403	\$1,425,800.00	N/A	Reimburse City for loan obtained for sewer project in order to repay bank loan obtained in August 2011. MB 2011-5/19-25

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: 2012-0720

File ID: 2012-0720

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: Resolution committing to Hazard Mitigation

Final Action: 04/17/2012

Minute Book Number: mb 2012-14/117

Title:

Adopt a Resolution committing to Hazard Mitigation for the purpose of reducing future disaster losses in Hattiesburg, and appoint committee members.

Notes:

Sponsors:

Enactment Date:

Attachments: Hazard Mitigation Resolution, executed RES 2012-36
Hazard Mitigation

Enactment Number:

Contact:

Meeting Date: 04/17/2012

Drafter: Lisa Reid

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/17/2012	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a Resolution committing to Hazard Mitigation for the purpose of reducing future disaster losses in Hattiesburg, and appoint committee members.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Delgado, Carroll and Naylor							
Nays: 0							
Absent: 1 - Ware							
Yea: 4 President Bradley Council Member Delgado Council Member Carroll Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0720

Title

Adopt a Resolution committing to Hazard Mitigation for the purpose of reducing future disaster losses in Hattiesburg, and appoint committee members.

Summary

Resolution committing to Hazard Mitigation

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION
COMMITTING TO HAZARD MITIGATION
FOR THE PURPOSE OF REDUCING FUTURE DISASTER LOSSES
IN HATTIESBURG, MISSISSIPPI

WHEREAS, various natural hazards have the potential for causing devastating harm and loss of life and property to the citizens of the City of Hattiesburg, and will continue to do so; and

WHEREAS, the implementation of hazard mitigation policies and strategies can protect the citizens and significantly reduce the loss of life and property from natural hazards, and

WHEREAS, a concerted effort has been made by the City of Hattiesburg to address hazard mitigation in its respective plans, policies and programs; and

WHEREAS, hazard mitigation goals and objectives can be effectively developed through participating in the update of the 2007 Hazard Mitigation Plan approved by the Mississippi Emergency Management Agency:

NOW THEREFORE, LET IT BE RESOLVED, We, the Mayor and City Council of the City of Hattiesburg, do hereby resolve to participate in and contribute to the update of the Hazard Mitigation Plan including the jurisdictions of Forrest County, City of Hattiesburg, City of Petal and the Emergency Management District, and to publicly review, revise and consider adoption of said updated plan.

1. We appoint Lisa J. Reid, CFM, Planning Administrator, to be our primary representatives along with the following citizens:
Wayne Landers, Public Safety Officer for the Forrest General Hospital;
Rodney Gresham, Plant Services Manager for Wesley Medical Center; and
a representative from South Group Insurance Services (Glenn and/or Roman Galey)
to the Hazard Mitigation Council, with the responsibility of representing the concerns of the City of Hattiesburg, and private entities. Such concerns will be identified through comprehensive coordination with these entities.
2. The appointed representatives will have the authority to represent these entities in developing and implementing necessary plans and policies subject to Council approval.
3. We understand that this planning effort includes:

- a. Identifying the natural hazards and analyzing the risks that affect our community;
- b. Assessing our vulnerability to these hazards;
- c. Reviewing and evaluating the effectiveness of our current local hazard mitigation plans, programs and policies related to the natural hazards;
- d. Developing an integrated regional Hazard Mitigation Strategy, with goals and objectives for implementing the strategy;
- e. Submitting the plan to all the affected local governments for consideration for approval as a condition of future Federal Disaster Mitigation Assistance; and
- f. Requiring our best efforts to implement, evaluate and update the Hazard Mitigation Plan as required, but not less than every five years.

The foregoing Resolution having been reduced to writing, the same was introduced by Councilman, _____ seconded by Councilman, _____ and was adopted by the following vote to-wit:

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Resolution adopted and approved, this the _____ day of _____ A.D., 2012.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above foregoing Resolution having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2012.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

RESOLUTION
COMMITTING TO HAZARD MITIGATION
FOR THE PURPOSE OF REDUCING FUTURE DISASTER LOSSES
IN HATTIESBURG, MISSISSIPPI

WHEREAS, various natural hazards have the potential for causing devastating harm and loss of life and property to the citizens of the City of Hattiesburg, and will continue to do so; and

WHEREAS, the implementation of hazard mitigation policies and strategies can protect the citizens and significantly reduce the loss of life and property from natural hazards, and

WHEREAS, a concerted effort has been made by the City of Hattiesburg to address hazard mitigation in its respective plans, policies and programs; and

WHEREAS, hazard mitigation goals and objectives can be effectively developed through participating in the update of the 2007 Hazard Mitigation Plan approved by the Mississippi Emergency Management Agency:

NOW THEREFORE, LET IT BE RESOLVED, We, the Mayor and City Council of the City of Hattiesburg, do hereby resolve to participate in and contribute to the update of the Hazard Mitigation Plan including the jurisdictions of Forrest County, City of Hattiesburg, City of Petal and the Emergency Management District, and to publicly review, revise and consider adoption of said updated plan.

1. We appoint Lisa J. Reid, CFM, Planning Administrator, to be our primary representatives along with the following citizens:

Wayne Landers, Public Safety Officer for the Forrest General Hospital;
Rodney Gresham, Plant Services Manager for Wesley Medical Center; and
a representative from South Group Insurance Services (Glenn and/or Roman Galey)
to the Hazard Mitigation Council, with the responsibility of representing the concerns of the City of Hattiesburg, and private entities. Such concerns will be identified through comprehensive coordination with these entities.

2. The appointed representatives will have the authority to represent these entities in developing and implementing necessary plans and policies subject to Council approval.
3. We understand that this planning effort includes:

- a. Identifying the natural hazards and analyzing the risks that affect our community;
- b. Assessing our vulnerability to these hazards;
- c. Reviewing and evaluating the effectiveness of our current local hazard mitigation plans, programs and policies related to the natural hazards;
- d. Developing an integrated regional Hazard Mitigation Strategy, with goals and objectives for implementing the strategy;
- e. Submitting the plan to all the affected local governments for consideration for approval as a condition of future Federal Disaster Mitigation Assistance; and
- f. Requiring our best efforts to implement, evaluate and update the Hazard Mitigation Plan as required, but not less than every five years.

The foregoing Resolution having been reduced to writing, the same was introduced by Councilman, Carroll seconded by Councilman, Naylor and was adopted by the following vote to-wit:

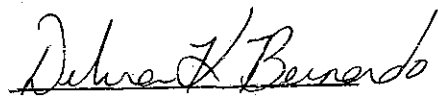
YEAS: Bradley
Delgado
Carroll
Naylor

NAYS: None ABSENT: Ware

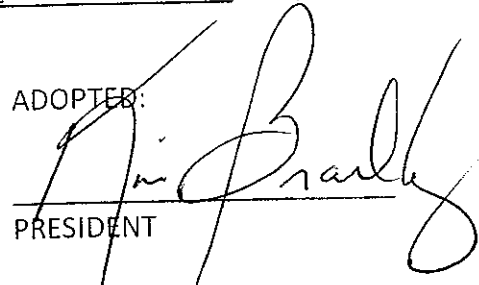
THE President thereby declared the motion carried and the foregoing Resolution adopted and approved, this the 17th day of April A.D., 2012.

(SEAL)

ATTEST:

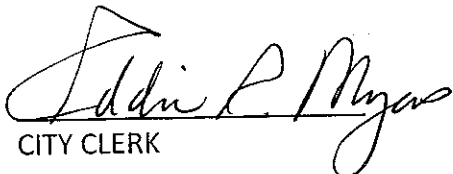

CLERK OF COUNCIL

ADOPTED:

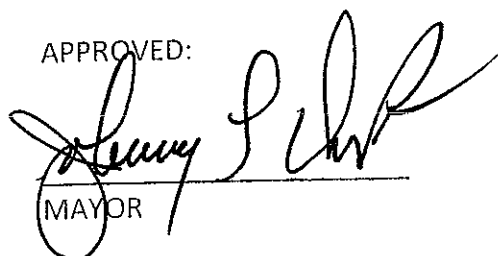

PRESIDENT

THE above foregoing Resolution having been submitted to and approved by the Mayor, this the 17th day of April A.D., 2012.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-0698

File ID: 2012-0698

Type: Resolution

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: Authority of Cancellation

Final Action: 04/17/2012

Minute Book Number: mb 2012-1/117

Title:

Authorize the Mayor to execute an Authority to Cancel Resolution of Adjudication for property located at 411 South 11th avenue and authorize recording of the same.

Notes:

Sponsors:

Enactment Date:

Attachments: Cancellation, executed RES 2012-37 Cancellation

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	04/17/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Authorize the Mayor to execute an Authority to Cancel Resolution of Adjudication for property located at 201 Mamie Street and authorize recording of the same.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Delgado, Carroll and Naylor							
Nays: 0							
Absent: 1 - Ware							
Yea: 4 President Bradley Council Member Delgado Council Member Carroll Council Member Naylor							
FEL-No Vote: 0							

Text of Legislative File 2012-0698

Title

Authorize the Mayor to execute an Authority to Cancel Resolution of Adjudication for property located at 411 South 11th avenue and authorize recording of the same.

Summary

Authority of Cancellation and Adjudication.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Prepared by:
City of Hattiesburg
Urban Development
Land Code Division
P. O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1008

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4550

STATE OF MISSISSIPPI

COUNTY OF FORREST

AUTHORITY TO CANCEL

KNOW ALL MEN BY THESE PRESENTS: That the Adjudication Resolution for the property located at 411 S 11th Avenue, Parcel Number: 29-328-25-20; Lot 20 BLK 25, HATTIESBURG HEIGHTS PROPER SUB of City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of the Forrest County, Mississippi; owner (s): Annie Snider Estate of Fannie Kyker (deceased), should now be canceled as the assessments against property, and the Chancery Clerk of Forrest County, Mississippi, is hereby authorized to cancel said Resolution located at Land Deed Book 0837 Page 667 and that this order be recorded in the records of said County as is provided by law.

IN WITNESS WHEREOF, this instrument is executed on this 17th day of April, A.D., 2012.

(S E A L)

CITY OF HATTIESBURG, MS

MAYOR

ATTEST:

CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within named, Johnny L. DuPree and Eddie Myers, who acknowledged that as Mayor and City Clerk, on behalf and by authority of the City of Hattiesburg, Mississippi, a municipal corporation, they signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned, as the act and deed of said municipal corporation, after first being duly authorized by said municipal corporation so to do.

GIVEN under my hand and official seal of office on this, the 17th day on April, A.D., 2012.

NOTARY PUBLIC

My Commission Expires:

Prepared by:

City of Hattiesburg
Urban Development
Land Code Division
P. O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1008

Return to:

City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4550

STATE OF MISSISSIPPI

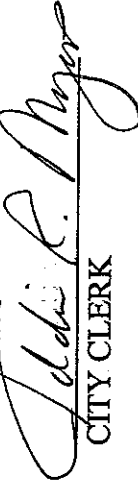
COUNTY OF FORREST

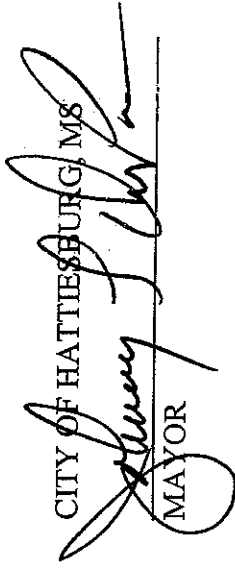
AUTHORITY TO CANCEL

KNOW ALL MEN BY THESE PRESENTS: That the Adjudication Resolution for the property located at 411 S 11th Avenue, Parcel Number: 29-328-25-20; Lot 20 BLK 25, HATTIESBURG HEIGHTS PROPER SUB of City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of the Forrest County, Mississippi; owner (s): Annie Snider Estate of Fannie Kyker (deceased), should now be canceled as the assessments against property, and the Chancery Clerk of Forrest County, Mississippi, is hereby authorized to cancel said Resolution located at Land Deed Book 0837 Page 667 and that this order be recorded in the records of said County as is provided by law.

IN WITNESS WHEREOF, this instrument is executed on this 17th day of April, A.D., 2012.
(S E A L)

ATTEST


CITY CLERK


CITY OF HATTIESBURG, MS
MAYOR

STATE OF MISSISSIPPI

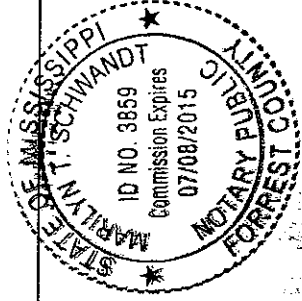
COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within named, Johnny L. DuPree and Eddie Myers, who acknowledged that as Mayor and City Clerk, on behalf and by authority of the City of Hattiesburg, Mississippi, a municipal corporation, they signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned, as the act and deed of said municipal corporation, after first being duly authorized by said municipal corporation so to do.

GIVEN under my hand and official seal of office on this, the 17th day on April, A.D., 2012.

Marilyn T. Schwandt
NOTARY PUBLIC

My Commission Expires:





City of Hattiesburg, MS

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

Master

File Number: 2012-0712

File ID: 2012-0712

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: Sign Plat of The Ridge at Turtle Creek Subdivision and accept infrastructure including water, sewer, drainage, and roadways for maintenance.

Final Action: 04/17/2012

Minute Book Number: mb 2012-1/117

Title:

Authorize Mayor and City Clerk to sign subdivision Plat of The Ridge at Turtle Creek Subdivision within the City of Hattiesburg, Lamar County, Mississippi and accept infrastructure including water, sewer, drainage, and roadways for maintenance subject to one year warranty.

Notes:

Sponsors:

Enactment Date:

Attachments: The Ridge Subdivision Final Plat, The Ridge @ TC ROW markers letter, 10-02 Engineers Letter - TRTC Street Completion 2012-04-11

Enactment Number:

Contact:

Meeting Date: 04/17/2012

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	04/17/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Authorize Mayor and City Clerk to sign subdivision Plat of The Ridge at Turtle Creek Subdivision within the City of Hattiesburg, Lamar County, Mississippi and accept infrastructure including water, sewer, drainage, and roadways for maintenance subject to one year warranty.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas 4 - Bradley, Delgado, Carroll and Naylor							
Nays: 0							
Absent: 1 - Ware							
Yea: 4 President Bradley Council Member Delgado Council Member Carroll Council Member Naylor							

Text of Legislative File 2012-0712

Title

Authorize Mayor and City Clerk to sign subdivision Plat of The Ridge at Turtle Creek Subdivision within the City of Hattiesburg, Lamar County, Mississippi and accept infrastructure including water, sewer, drainage, and roadways for maintenance subject to one year warranty.

Summary

Accept Plat of The Ridge at Turtle Creek Subdivision, and accept infrastructure including water, sewer, drainage and roadways for maintenance subject to one year warranty.

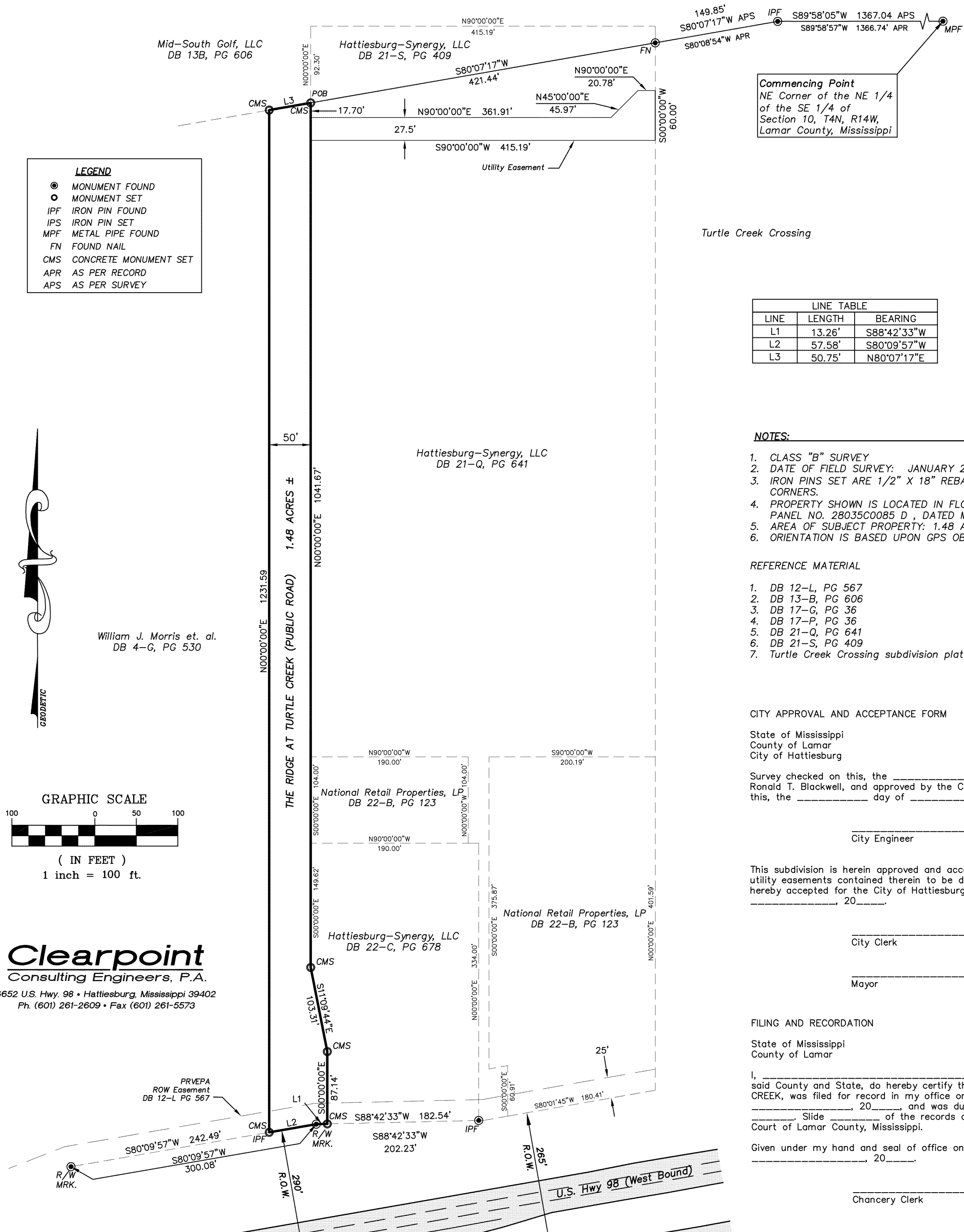
Budget Information

Expenditure Type

Purchasing Item

Publication Information

THE RIDGE AT TURTLE CREEK



OWNER'S CERTIFICATE

State of Mississippi
County of Lamar

We, Hattiesburg-Synergy, LLC, a Texas limited liability company, do hereby certify that the aforementioned are the Owner(s) of the land described in the foregoing Certificate of Ronald T. Blackwell, a Mississippi Registered Professional Engineer and Land Surveyor, and that acting as the duly authorized official(s) of the aforementioned have caused the same to be subdivided and platted as shown hereon, and have designated the same as THE RIDGE AT TURTLE CREEK. We do hereby dedicate the streets and utility easements as shown to public use forever.

Witness our Signature(s) on this, the _____ day of _____, 2012.

Hattiesburg-Synergy, LLC, a Texas limited liability company

By: _____
Its: President

ACKNOWLEDGEMENT

State of Mississippi
County of Lamar

Personally appeared before me, the undersigned notary in and for the jurisdiction aforesaid, the within named R. Eric Seitz, who acknowledged to me that he is President of Hattiesburg-Synergy, LLC, a Texas limited liability company, he acknowledged to me that he signed and delivered this plat and the Certificate thereon, after being authorized by said company so to do.

Given under my hand and seal of office on this, the _____ day of _____, 2011.

NOTARY PUBLIC

My commission expires:

SURVEYOR'S CERTIFICATE:

State of Mississippi
County of Lamar

I, Ronald T. Blackwell, a Mississippi Registered Professional Engineer and Land Surveyor, do hereby certify that at the request of Hattiesburg-Synergy, LLC, a Texas limited liability company the Owner(s), I have subdivided and platted the following described land being situated in Section 10, Township 4 North, Range 14 West, City of Hattiesburg, Lamar County, Mississippi.

A parcel of land being part of the NW 1/4 of the SE 1/4, of Section 10, Township 4 North, Range 14 West, Lamar County, MS, and being more particularly described as follows;

Commence at a found metal pipe at the NE corner of the NE 1/4 of the SE 1/4 of Section 10 said point also being on the north boundary line of Turtle Creek Crossing on file in the Lamar County Chancery Clerk's Office; thence run South 89 degrees 58 minutes 05 seconds West along the north line of said NE 1/4 of the SE 1/4 and along said north boundary line for 1367.04 feet to a found 1/2" rebar on a boundary line as described in Deed Book 13-B at Page 606 (Parcel 3); thence run South 80 degrees 07 minutes 17 seconds West along said north boundary line of Turtle Creek Crossing and along said deed boundary line for 149.85 feet to a found nail; thence continue South 80 degrees 07 minutes 17 seconds West for 421.44 feet to and for the Point of Beginning; thence run South for 1041.67 feet; thence run South 11 degrees 09 minutes 44 seconds East for 103.31 feet; thence run South for 87.14 feet to a point on the north right-of-way line of U.S. Hwy 98; thence run South 88 degrees 42 minutes 33 seconds West along said north right-of-way line for 13.26 feet; thence run South 80 degrees 09 minutes 57 seconds West for 57.58 feet; thence leaving said north right-of-way line run North for 1231.59 feet; thence run North 80 degrees 07 minutes 17 seconds East for 121.81 feet back to the Point of Beginning. Said parcel contains 1.48 acres more or less.

Witness my signature on this, the _____ day of _____, 20____.

Ronald T. Blackwell, PLS# 2730

VERIFICATION

State of Mississippi
County of Lamar

This is to certify that I, Ronald T. Blackwell, a Mississippi Registered Professional Engineer and Land Surveyor, as maker of the map of THE RIDGE AT TURTLE CREEK, have compared this the _____ with the _____ and the _____ and find the same to be exact copies of each other.

Ronald T. Blackwell, PLS # 2730

ACKNOWLEDGEMENT

State of Mississippi
County of Lamar

Personally appeared before me, the undersigned notary in and for the jurisdiction aforesaid, the within named Ronald T. Blackwell, a Mississippi Registered Professional Engineer and Land Surveyor, who acknowledged to me that he executed the Certificate upon this plat on the day and year herein mentioned.

Given under my hand and seal of office on this, the _____ day of _____, 2012.

NOTARY PUBLIC

My commission expires:

Clearpoint

Consulting Engineers, P.A.

March 12, 2012

Bertran Kuyrkendall, PE
Director of Engineering, City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Re: The Ridge At Turtle Creek

Bert:

As the surveyor of record for Hattiesburg-Synergy, LLC, this is to inform you that I will order concrete right-of-way markers and have them set along the above referenced street by no later than Friday, March 23rd, 2012 in accordance with Section 115 of the Land Development Code. Additional identifying information required by the code (state plane coordinates, etc.) will also be provided.

Please feel free to contact me if you need any additional information.

Sincerely,



Ronald T. Blackwell, P.E., P.L.S.
President

enclosure



Carlos I. Cabré, P.E.

Development & Engineering Consultant

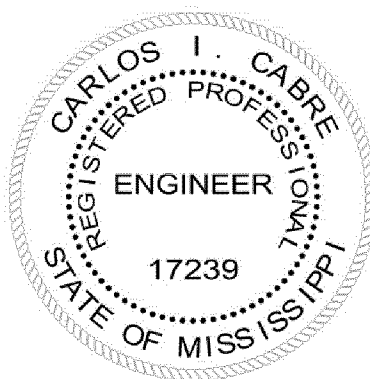
Project: The Ridge at Turtle Creek, Hattiesburg, MS
Developer: Hattiesburg-Synergy, LLC
Contractor: C.R. Crawford Construction
Date: April 11, 2012

Based on information provided by the developer and the contractor, the construction of TRTC Street, now Lake Forgetful, is substantially complete and is in substantial compliance with the approved plans and technical specifications.

Sincerely,



Carlos I. Cabré, P.E.



2201 Long Prairie, Suite 107-322
Flower Mound, TX 75022
T. 214 . 513 . 8764
F. 214 . 440 . 3045
www.CabreAndAssociates.com



City of Hattiesburg, MS

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

Master

File Number: 2012-0722

File ID: 2012-0722

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: Sign Plat of Thompson Office Park Subdivision and accept infrastructure including water, sewer, drainage, and roadways for maintenance.

Final Action: 04/17/2012

Minute Book Number: MB 2012-1/118

Title:

Authorize Mayor and City Clerk to sign subdivision Plat of Thompson Office Park Subdivision within the City of Hattiesburg, Forrest County, Mississippi and accept infrastructure including water, sewer, drainage, and roadways for maintenance.

Notes:

Sponsors:

Enactment Date:

Attachments: THOMPSON OFFICE PARK - AS BUILT CERTIFICATION, 1113_001 WATER AND SEWER APPROVAL, Thompson Office Park Subdivision Plat (03-07-12), THOMPSON OFFICE PARK - As-Built Plan Set (03-28-12)

Enactment Number:

Contact:

Meeting Date: 04/17/2012

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	04/17/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Authorize Mayor and City Clerk to sign subdivision Plat of Thompson Office Park Subdivision within the City of Hattiesburg, Forrest County, Mississippi and accept infrastructure including water, sewer, drainage, and roadways for maintenance.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Delgado, Carroll and Naylor							
Nays: 0							
Absent: 1 - Ware							

Yea: 4 President Bradley
Council Member Delgado
Council Member Carroll
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2012-0722

Title

Authorize Mayor and City Clerk to sign subdivision Plat of Thompson Office Park Subdivision within the City of Hattiesburg, Forrest County, Mississippi and accept infrastructure including water, sewer, drainage, and roadways for maintenance.

Summary

Authorize Mayor and City Clerk to sign subdivision Plat of Thompson Office Park Subdivision within the City of Hattiesburg, Forrest County, Mississippi and accept infrastructure including water, sewer, drainage, and roadways for maintenance.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

ENVIRONMENTAL

MANAGEMENT SERVICES, INC.



March 28, 2012

Mr. Bert Kuyrkendall, Director of Engineering
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Re: As Built Certification
Thompson Office Park Subdivision
Hattiesburg, MS

Dear Mr. Kuyrkendall,

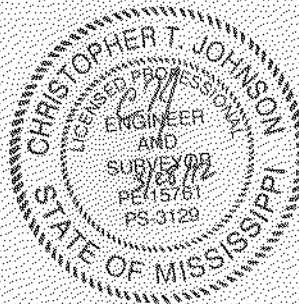
Environmental Management Services, Inc. (EMS) appreciates the opportunity to provide this as-built certification letter for Thompson Office Park subdivision. This letter certifies that the construction was completed in conformity with the attached as-built plans.

In addition, concrete monuments conforming to Section 115 of the Hattiesburg Land Code have been set at the boundary corners of the subdivision and noted on the as-built plans. Sanitary and potable water service locations have been etched on the curb with an "S" and "W", respectively.

If you have any questions regarding this letter, please contact me at (601) 544-3674.

Sincerely,
Environmental Management Services, Inc.

Chris Johnson, P.E., P.S.
Engineering Manager



Attachment – As Built Plans (Thompson Office Park, March 2012)

c: Mr. Joseph F. (Chip) Tatum, Jr., Land Management LTD



STATE OF MISSISSIPPI
HALEY BARBOUR
GOVERNOR
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHARLES H. CHISOLM, EXECUTIVE DIRECTOR

February 20, 2007

Mr. Joseph F. Tatum, Jr.
Land Management LTD
421 J.M. Tatum Industrial Dr.
Hattiesburg, MS 39401

Dear Mr. Tatum:

Re: Thompson Office Park
City of Hattiesburg
Forrest County
Project No. 34961-PLA2007001

Our technical review of the plans and specifications for the referenced wastewater collection project has been finalized and approval is hereby given. An approved copy of the plans and specifications is being returned to your consulting engineer.

You are reminded that the Owner is responsible for proper planning, design, construction, operation, maintenance, replacement, performance, and fiscal integrity of the project. The Department's approval of any document does not relieve the Owner or any others of any liabilities or responsibilities. Department approval of any document is for administrative purposes only, and does not establish or convey any such liability or responsibility.

Please be reminded that it is the full responsibility of the owner to ensure all other approvals, permits, clearances, easements, agreements, etc., which may be required prior to or during construction of the project have been or will be obtained.

When the project is completed your consulting engineer must notify this office by a letter and certify that the project has been constructed in accordance with the approved plans and specifications. If any changes to the approved plans and specifications are made, "as-built" drawings (one set) with a list of all changes must also be submitted.

Should you have any questions, please contact me at (601) 961-5171.

Sincerely,

A handwritten signature in cursive script that reads "Rickey Terry".

Rickey Terry, P.E.
Chief, Municipal and Private Facilities Branch
Environmental Permits Division

cc: Keith Allen, MDOH
Chris T. Johnson, P.E., EMS, Inc.

◀ THIS COPY FOR

34961 PLA20070001



MISSISSIPPI DEPARTMENT OF HEALTH

April 16, 2007

Mr. Christopher T. Johnson, P.E.
Environmental Management Services, Inc.
P.O. Box 15369
Hattiesburg, MS 39404

APR 19 2007

RE: Thompson Office Park, Lots 1-6, City Hattiesburg, PWS ID# 0180008, Forrest County, Ref.# 110579

Dear Mr. Johnson:

We have reviewed the information submitted in relation to the above referenced project and plans and specifications are hereby approved.

The Division of Water Supply, Mississippi State Department of Health must be notified of the final inspection in sufficient time to assure that a Division representative can be present. When this project has been completed, we will need:

Certification from you that the project has been constructed in substantial accordance with the approved specifications.

Records of satisfactory bacteriological results from an approved laboratory should be included with your certification.

One set of as-built plans.

If construction of this project has not been initiated within one year from this date, then this approval will be invalid and the project must be resubmitted.

We are retaining two sets of plans and specifications for our files and forwarding one set to the Department of Sanitation.

Sincerely,


Keith Allen, P.E.
Environmental Engineer

pc: Responsible Official
Certified Operator
Regional Engineer
County Environmentalist

BRIAN W. AMY, MD, MHA, MPH • STATE HEALTH OFFICER

570 East Woodrow Wilson • Post Office Box 1700 • Jackson, Mississippi 39215-1700
601-576-7634 • Fax 601-576-7931 • www.HealthyMS.com

Equal Opportunity In Employment/Services

(SOUTHERN BONE AND JOINT CLINIC)

Joseph F. Tatum, Jr.

Notary Public

CITY APPROVAL AND ACCEPTANCE FORM
STATE OF MISSISSIPPI, COUNTY OF FORREST

This subdivision, Thompson Office Park, is herein approved and accepted, and all improvements contained therein to be dedicated to the City of Hattiesburg are hereby accepted for the City of Hattiesburg on this, the ____ day of _____, 20__.

CITY CLERK MAYOR

CERTIFICATE OF COMPARISON
STATE OF MISSISSIPPI, COUNTY OF FORREST

Given under my hand and seal of office on this, the 7th day of MARCH, 2012
Christine E. Johnson
 Christine E. Johnson, P.E., notary

CHANCERY CLERK

STATE OF MISSISSIPPI, COUNTY OF FORREST

I, Jimmy Havard, Clerk of the Chancery Court in and for said County and State, do hereby certify that the Final Plat of Thompson Office Park, was filed for record in my office on this, the _____ day of _____, 20____, and was duly recorded in Plat Book _____ Page _____ of the records and maps and plats of land.

Given under my hand and seal of office on this, the _____ day of _____, 20__.

CHANCERY CLERK

TATUM PARK
(CITY OF HATTIESBURG)

CHRISTOPHER T. JOHNSON
LICENSED PROFESSIONAL
ENGINEER
AND
SURVEYOR
PE-15761
PS-3129
STATE OF MISSISSIPPI

Witness my signature on this, the 1 day of MARCH, 2012

SURVEY BY Christopher T. Johnson
CHRISTOPHER T. JOHNSON, P.S. 3129
ENVIRONMENTAL MANAGEMENT SERVICES, INC.
P.O. BOX 15359
HATTIESBURG, MS 39404

[illegible]

LEGAL DESCRIPTION OF LOT 2

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26, TOWNSHIP 4 NORTH, RANGE 13 WEST, IN THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI;

THENCE RUN SOUTH FOR A DISTANCE OF 150.00 FEET;

THENCE RUN EAST FOR A DISTANCE OF 180.32 FEET TO AN IRON PIN ON THE EASTERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 11;

THENCE RUN NORTH FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;

THENCE RUN N 51° 53' 36" E A DISTANCE OF 35.51 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF THOMPSON PARK;

THENCE RUN S 61° 02' 44" W A DISTANCE OF 10.00 FEET TO A CURVE TO THE LEFT FOR 144.17 FEET, HAVING A RADIUS OF 124.93 FEET, AND A CHORD BEARING OF N 41° 42' 42" E FOR A CHORD LENGTH OF 116.65 FEET;

THENCE RUN S 61° 02' 44" W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;

THENCE RUN S 32° 58' 40" E FOR A DISTANCE OF 106.16 FEET;

THENCE RUN S 32° 58' 40" E FOR A DISTANCE OF 41.65 FEET;

THENCE RUN S 24° 42' 33" W FOR A DISTANCE OF 279.10 FEET;

THENCE RUN S 24° 42' 33" W FOR A DISTANCE OF 279.10 FEET BACK TO THE POINT OF BEGINNING;

THENCE N 60° 41' 37" W FOR A DISTANCE OF 281.25 FEET TO A CORNER OF LOT 26, AND BEING A PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 26;

SAID PARCEL CONTAINS 93,597 SQUARE FEET.

LEGAL DESCRIPTION OF LOT 3

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28, TOWNSHIP 4 NORTH, RANGE 13 WEST, IN THE CITY OF HATFIELD, FOREST COUNTY, MISSISSIPPI;
THENCE RUN S89°10'00"E FOR A DISTANCE OF 168.00 FEET;
THENCE RUN S89°10'00"E FOR A DISTANCE OF 168.33 FEET TO AN IRON PIN ON THE EASTERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 11;
THENCE RUN S88°14'00"E FOR A DISTANCE 68.00 FEET TO THE POINT OF BEGINNING;
THENCE RUN S88°14'00"E FOR A DISTANCE OF 200.00 FEET;
THENCE RUN N 0° 59' 54" E FOR A DISTANCE OF 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF THOMPSON PARK;
THENCE RUN ALONG SAID RIGHT-OF-WAY TO THE RIGHT FOR 20.00 FEET, HAVING A CHORD BEARING OF 8° 22' 29" E FOR A CHORD LENGTH OF 24.42 FEET;
THENCE RUN S 8° 42' 00" E FOR A DISTANCE OF 68.00 FEET;
THENCE RUN ALONG SAID RIGHT-OF-WAY TO THE RIGHT FOR 20.00 FEET, HAVING A CHORD BEARING OF 8° 22' 29" E FOR A CHORD LENGTH OF 24.42 FEET;
THENCE RUN S 2° 31' 30" E FOR A DISTANCE OF 35.51 FEET;
THENCE RUN ALONG SAID RIGHT-OF-WAY TO THE RIGHT FOR 20.00 FEET, HAVING A CHORD BEARING OF 8° 22' 29" E FOR A CHORD LENGTH OF 10.39 FEET;
SAID PARCEL CONTAINING 72,162 SQUARE FEET (1.65 ACRES) MORE OR LESS, AND BEING A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28.

LEGAL DESCRIPTION TO LOT 4

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF S&D SECTION 28, TOWNSHIP 4 NORTH, RANGE 95 WEST, IN THE CITY OF HATFIELD, FORREST COUNTY, MISSOURI;

THENCE RUN SOUTH FOR A DISTANCE OF 190.00 FEET;

THENCE RUN EAST ALONG S&D SECTION 28 FOR A DISTANCE OF 1858.32 FEET TO AN IRON PIN ON THE EASTERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 11 FOR THE POINT OF BEGINNING;

THENCE RUN N 24° 44' 00" E ALONG S&D SECTION 28 FOR A DISTANCE OF 36.70 FEET;

THENCE LEAVING S&D RIGHT-OF-WAY RUN S 61° 15' 22" E FOR A DISTANCE OF 1947.6 FEET TO THE RIGHT-OF-WAY OF THOMPSON PARK;

THENCE LEAVING S&D RIGHT-OF-WAY RUN S 60° 59' 00" E ALONG S&D SECTION 28 FOR A DISTANCE OF 40.88 FEET, HAVING A CURVE BEARING OF 9 3/4° 29' 24" E FOR A CHORD LENGTH OF 60.10 FEET;

THENCE RUN S 24° 10' 11" N FOR A DISTANCE OF 203.37 FEET;

THENCE RUN N 65° 41' 30" E TO A DISTANCE OF 248.6 FEET BACK TO THE POINT OF BEGINNING;

S&D PARCEL CONTAINING 84,208 SQUARE FEET (1.93 ACRES) MORE OR LESS, AND BEING A PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF S&D SECTION 28.

LEGAL DESCRIPTION OF LOT 5

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 28, TOWNSHIP 6 NORTH, RANGE 13 WEST, IN A CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI; THENCE RUN SOUTH SOUTHWEST FOR A DISTANCE OF 190.60 FEET; THENCE CONTINUE ALONG SAID DISTANCE OF 190.60 FEET TO AN IRON PIN ON THE EASTERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 11; THENCE RUN ALONG SAID DISTANCE OF 190.60 FEET TO A POINT OF BEGINNING; THENCE CONTINUE ALONG SAID DISTANCE OF 190.60 FEET TO AN IRON PIN ON THE EASTERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 11; THENCE LEAVING SAID RIGHT-OF-WAY RUN N 54° 44' 36"E FOR A DISTANCE OF 348.70 FEET TO A POINT OF BEGINNING; THENCE CONTINUE ALONG SAID DISTANCE OF 348.70 FEET TO AN IRON PIN ON THE EASTERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 11; THENCE LEAVING SAID RIGHT-OF-WAY RUN R 55° 45' 22"E FOR A DISTANCE OF 209.03 FEET; THENCE RUN S 20° 35' 10" W FOR A DISTANCE OF 144.81 FEET; THENCE RUN S 17° 18' 28" E TO THE NORTH RIGHT-OF-WAY OF THOMPSON PARK A DISTANCE OF 92.85 FEET; THENCE RUN ALONG A CURVE TO THE LEFT FOR 115.00 FEET, BEARING AN ARCUS OF 46.98 FEET, AND A CHORD BEARING OF 8° 48' 42" W FOR A CHORD LENGTH OF 86.60 FEET; THENCE LEAVING SAID RIGHT-OF-WAY RUN N 68° 11' 18" E FOR A DISTANCE OF 194.70 FEET BACK TO THE POINT OF BEGINNING; THENCE LEAVING SAID DISTANCE OF 194.70 FEET TO AN IRON PIN ON THE EASTERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 11; THENCE CONTINUE ALONG SAID DISTANCE OF 194.70 FEET TO AN IRON PIN ON THE EASTERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 11; THENCE LEAVING SAID RIGHT-OF-WAY RUN N 54° 44' 36"E FOR A DISTANCE OF 348.70 FEET TO A POINT OF BEGINNING; THENCE CONTINUE ALONG SAID DISTANCE OF 348.70 FEET TO AN IRON PIN ON THE EASTERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 11; THENCE LEAVING SAID RIGHT-OF-WAY RUN R 55° 45' 22"E FOR A DISTANCE OF 209.03 FEET; THENCE RUN S 20° 35' 10" W FOR A DISTANCE OF 144.81 FEET; THENCE RUN S 17° 18' 28" E TO THE NORTH RIGHT-OF-WAY OF THOMPSON PARK A DISTANCE OF 92.85 FEET; THENCE RUN ALONG A CURVE TO THE LEFT FOR 115.00 FEET, BEARING AN ARCUS OF 46.98 FEET, AND A CHORD BEARING OF 8° 48' 42" W FOR A CHORD LENGTH OF 86.60 FEET; THENCE LEAVING SAID RIGHT-OF-WAY RUN N 68° 11' 18" E FOR A DISTANCE OF 194.70 FEET BACK TO THE POINT OF BEGINNING.

SUBJECT PARCEL CONTAINING 5,220 SQUARE FEET (11.8 ACRES) MORE OR LESS, AND BEING A PART OF THE NORTH-EAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 28,

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 28, TOWNSHIP 4 NORTH, RANGE 13 WEST, IN THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI;
 HENCE RUN SOUTH FOR A DISTANCE OF 198.07 FEET;
 HENCE RUN E 24° 40' 58" W FOR A DISTANCE OF 158.32 FEET TO AN IRON PIN ON THE EASTERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 11;
 HENCE RUN S 24° 40' 58" W FOR A DISTANCE OF 55.00 FEET;
 HENCE RUN E 24° 40' 58" W FOR A DISTANCE OF 100.00 FEET TO THE POINT BEGINNING;
 HENCE RUN E 24° 40' 58" W FOR A DISTANCE OF 200.00 TO THE SOUTHERLY RIGHT OF WAY OF PANORAMA BOULEVARD;
 HENCE RUN E 16.6° 12' 00" W FOR A DISTANCE OF 16.67 FEET TO THE WESTERLY RIGHT OF WAY OF PANORAMA BOULEVARD;
 HENCE RUN S 24° 40' 11" W FOR A DISTANCE OF 118.93 FEET;
 HENCE RUN E 24° 40' 11" W FOR A DISTANCE OF 72.50 FEET TO A CHORD BEARING OF 81° 01' 14" W FOR A CHORD LENGTH OF 208.95 FEET;
 HENCE RUN ALONG A CURVE TO THE RIGHT FOR 123.48 FEET, HAVING A RADIUS OF 64.48 FEET, AND A CHORD BEARING OF 8° 05' 11" W FOR A CHORD LENGTH OF 105.65 FEET;
 HENCE RUN S 24° 40' 11" W FOR A DISTANCE OF 123.48 FEET TO THE POINT BEGINNING;
 HENCE LEAVING THOMPSON TRACT 12.34 ACRES (1.80 ACRES) MORE OR LESS, HAVING A POINT OF BEGINNING;
 HENCE LEAVING THOMPSON TRACT 12.34 ACRES (1.80 ACRES) MORE OR LESS, HAVING A POINT OF BEGINNING;
 AND PARCEL CONTAINING 73.35 SQUARE FEET (1.69 ACRES) MORE OR LESS, BEING A PART OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 28.

[illegible]

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 20, TOWNSHIP 4 NORTH, RANGE 13 WEST, 11TH TOWNSHIP OF THE COUNTY OF HATTIESBURG, FOREST COUNTY, MISSISSIPPI;
 RUN SOUTH FOR A DISTANCE OF 108.53 FEET TO THE POINT OF BEGINNING;
 RUN EAST FOR A DISTANCE OF 166.3 FEET TO AN IRON PIN ON THE EASTERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 11;
 RUN N 65° 47' 30" E FOR A DISTANCE OF 720.3 FEET;
 RUN N 60° 04' 30" E FOR A DISTANCE OF 176.9 FEET TO THE POINT OF BEGINNING;
 RUN N 60° 24' 30" E FOR A DISTANCE OF 41.09 FEET;
 RUN N 32° 48' 40" W FOR A DISTANCE OF 94.64 FEET;
 RUN N 24° 34' 30" E FOR A DISTANCE OF 120.6 FEET;
 RUN N 65° 10' 30" W FOR A DISTANCE OF 113.3 FEET;
 RUN S 24° 45' 30" W FOR A DISTANCE OF 185.10 FEET;
 BACK TO THE POINT OF BEGINNING
 AND PARCEL CONTAINING 21,723.61 SQUARE FEET (0.50 ACRES), MORE OR LESS.

LEGAL DESCRIPTION OF DRAINAGE EASEMENT 2

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 28, TOWNSHIP 4 NORTH, RANGE 13 WEST, IN THE CITY OF HATTIESBURG, MISSISSIPPI; THENCE RUN SOUTH 1/4° E FOR A DISTANCE OF 160.00 FEET;
THENCE RUN EAST FOR A DISTANCE OF 160.00 FEET TO AN IRON PIN ON THE EASTERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 11;
THENCE RUN N 24°42'30" E FOR A DISTANCE OF 404.57 FEET TO THE POINT OF BEGINNING;
THENCE RUN N 24°42'30" E FOR A DISTANCE OF 10.57 FEET;
THENCE RUN S 69°41'49" E FOR A DISTANCE OF 216.64 FEET;
THENCE RUN 69°41'49" E FOR A DISTANCE OF 216.64 FEET;
THENCE RUN ALONG A CURVE TO THE LEFT FOR 180 FEET, HAVING A RADIUS OF 50.00 FEET, AND A CHORD BEARING OF S 86°48'30" W FOR A CHORD LENGTH OF 18.01 FEET;

GENERAL DESCRIPTION OF 30 FOOT SANITARY SEWER EASEMENT (CITY OF HATTIESBURG)

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 10 OF SAID SECTION 4 NORTH, RANGE 13 WEST, IN THE CITY OF HATTIESBURG, FOREST COUNTY, MISSISSIPPI;
THENCE RUN SOUTH FOR A DISTANCE OF 100.00 FEET;
THENCE RUN EAST FOR A DISTANCE OF 169.93 FEET TO AN IRON PIN ON THE EASTERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1;
THENCE RUN S66°47'30"E FOR A DISTANCE OF 726.13 FEET TO THE POINT OF BEGINNING;
THENCE RUN N 24° 45' 59" E A DISTANCE OF 15.00 FEET;
THENCE RUN S 64° 43' 40" E FOR A DISTANCE OF 30.00 FEET;
THENCE RUN S 24° 45' 53" W FOR A DISTANCE OF 15.00 FEET;
THENCE RUN N 61° 19' 07" W FOR A DISTANCE OF 306.61 FEET;
THENCE RUN N 60° 45' 07" E FOR A DISTANCE OF 306.61 FEET;
THENCE RUN N 24° 45' 07" E FOR A DISTANCE OF 306.61 FEET BACK TO THE POINT OF BEGINNING, SAID PARCEL, CONTAINING 976.46 SQUARE FEET (22.22 ACRES), MORE OR LESS;

COMMENCEMENT OF THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 20, TOWNSHIP 4 NORTH, RANGE 13 WEST, IN THE CITY OF HATTIESBURG, FOREST COUNTY, MISSISSIPPI;
 BEING RUN S88°41'00"E FOR A DISTANCE OF 168.69 FEET;
 BEING RUN EAST 89°15'00"E FOR A DISTANCE OF 158.32 FEET TO AN IRON PIN ON THE EASTERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1;
 BEING RUN S88°14'00"E FOR A DISTANCE OF 158.32 FEET TO AN IRON PIN ON THE EASTERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1;
 BEING RUN N22°30'00"E FOR A DISTANCE OF 158.32 FEET TO THE POINT OF BEGINNING;
 BEING RUN N22°30'00"E FOR A DISTANCE OF 15.10 FEET;
 BEING RUN ALONG A CURVE TO THE LEFT FOR 16.50 FEET, HAVING A RADIUS OF 124.93 FEET, CHORD BEARING OF N12°42'14"E, AND A CHORD LENGTH OF 18.64 FEET;
 BEING RUN S88°00'18"E FOR A DISTANCE OF 140.16 FEET;
 BEING RUN S24°39'19"W FOR A DISTANCE OF 10.00 FEET;
 BEING RUN N24°00'19"W FOR A DISTANCE OF 118.08 FEET BACK TO THE POINT OF BEGINNING;

1. COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 13 WEST, IN THE CITY OF HATTIESBURG, FOREST COUNTY, MISSISSIPPI;
 2. THENCE RUN SOUTH FOR A DISTANCE OF 150.00 FEET;
 3. THENCE RUN EAST FOR A DISTANCE OF 40.00 FEET TO AN IRON PIN ON THE EASTERN RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 11;
 4. THENCE RUN NORTHWESTERLY FOR A DISTANCE OF 344.00 FEET;
 5. THENCE RUN ALONG A CURVE TO THE LEFT FOR 17.60 FEET, HAVING A RADIUS OF 123.16 FEET, CHORD BEARING OF N07°32'30"E, AND A CHORD LENGTH OF 17.68 FEET
 6. THENCE RUN SOUTHWESTERLY FOR A DISTANCE OF 13.00 FEET;
 7. THENCE RUN S22°14'30"E FOR A DISTANCE OF 330.00 FEET;
 8. THENCE RUN S82°41'20"E FOR A DISTANCE OF 24.00 FEET;
 9. THENCE RUN E24°45'50"W FOR A DISTANCE OF 15.00 FEET;
 10. THENCE RUN N25°41'20"E FOR A DISTANCE OF 236.80 FEET BACK TO THE POINT OF BEGINNING;

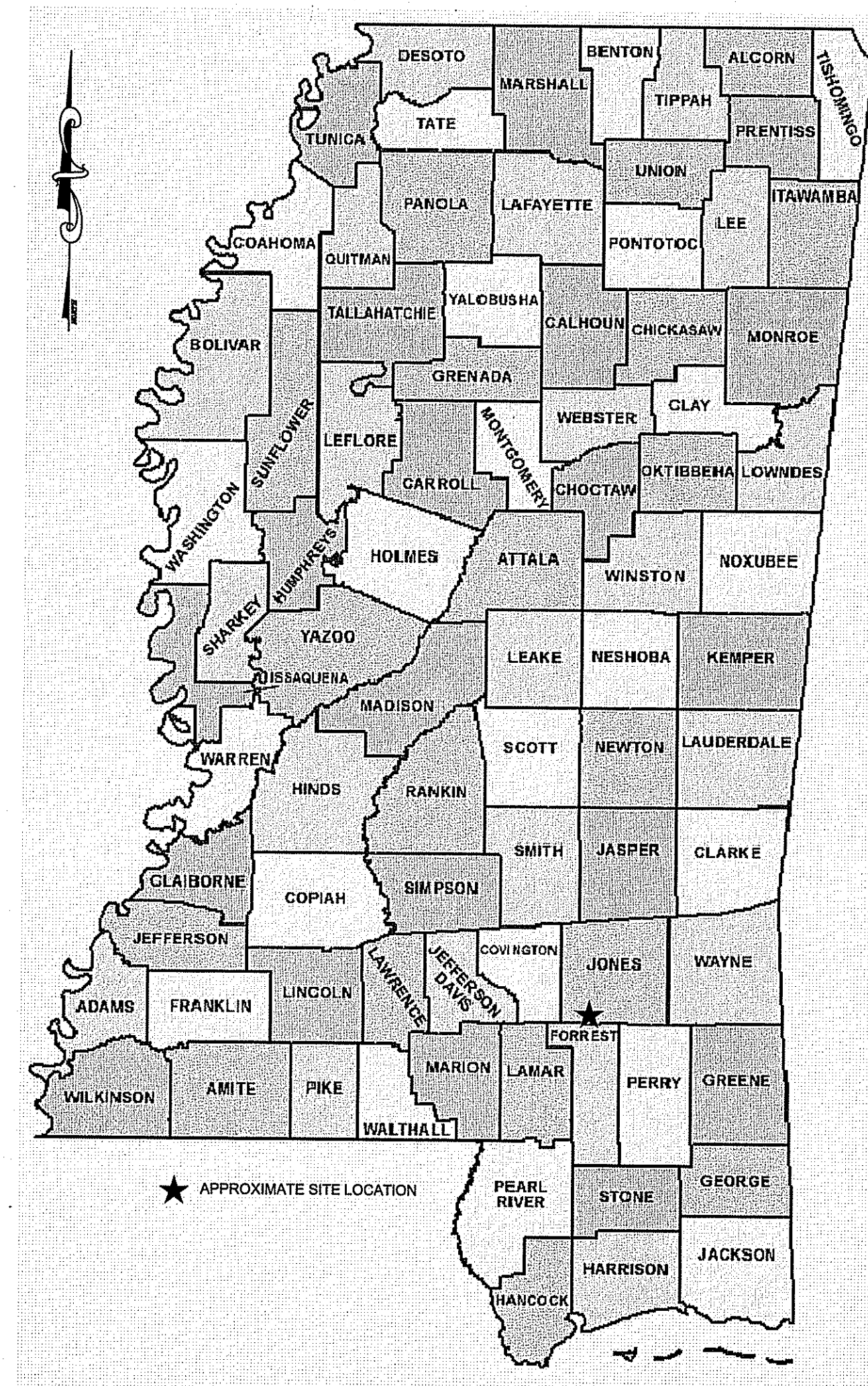
LAND MANAGEMENT LIMITED
PARKWAY BLVD.
HATTIESBURG, MISSISSIPPI

SUBDIVISION PLAT
THOMPSON OFFICE PARK
HATTIESBURG, MISSISSIPPI

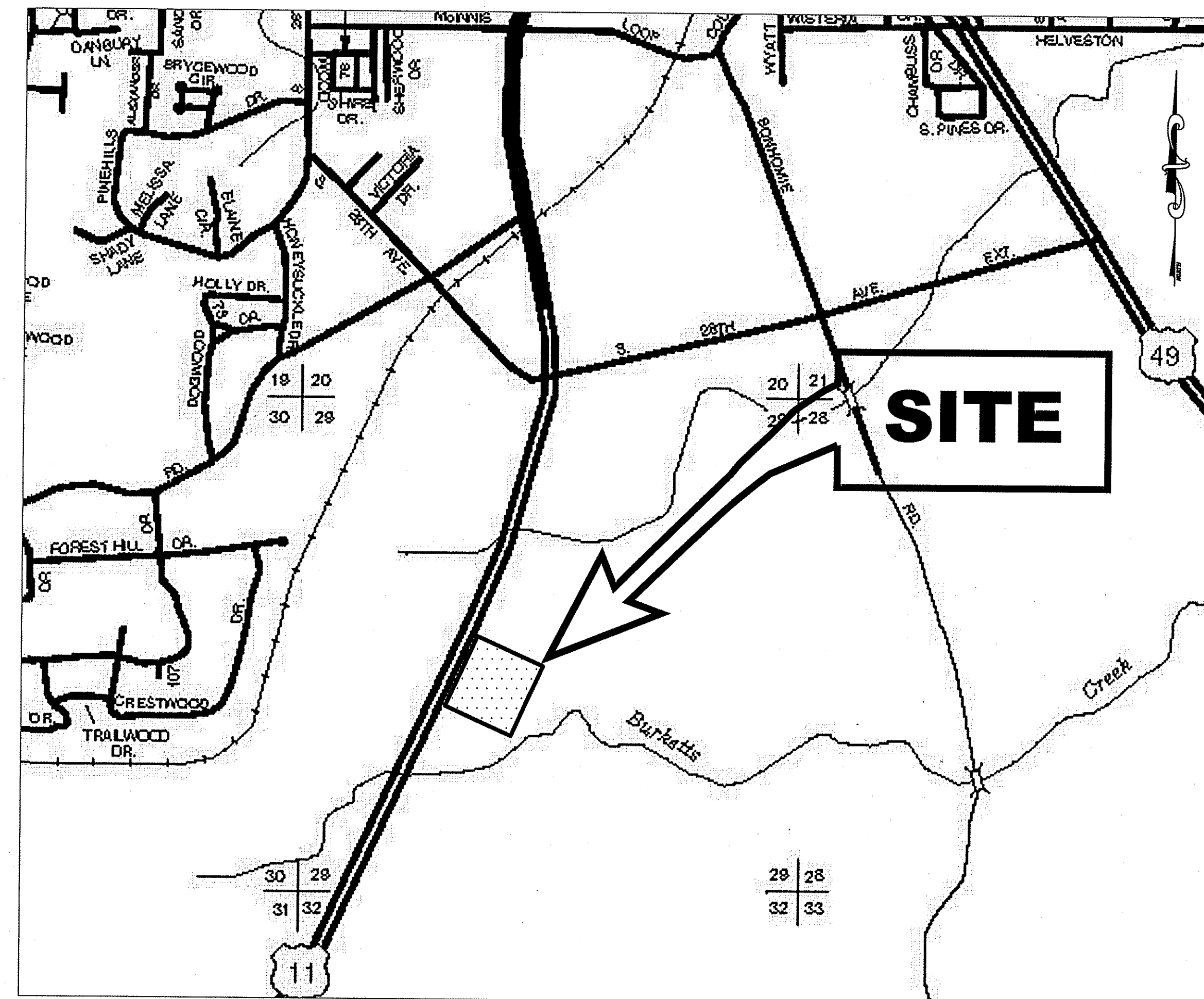
TE
10-03-08
ALE
1" = 80'
EET NO.
G-104
JECT NO.
06HA050

AS BUILT PLANS

THOMPSON OFFICE PARK



SITE LOCATION MAP



VICINITY MAP

SCALE: 1" = 1000'

INDEX:

SHEET DESCRIPTION

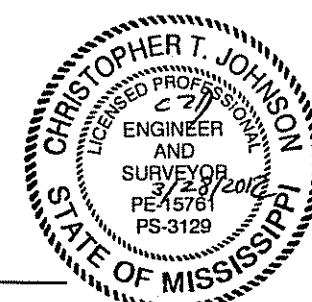
COVER SHEET WITH INDEX	AB-101
GENERAL NOTES & SUMMARY OF QUANTITIES	AB-102
SITE LAYOUT	AB-103
PAVING PLAN/PROFILE - THOMPSON OFFICE PARK STA 0+00 TO 6+48.69	AB-104
TYPICAL ROADWAY SECTION	AB-105
SITE UTILITIES PLAN - DOMESTIC WATER SUPPLY	AB-106
SITE UTILITIES PLAN - SANITARY SEWER	AB-107
SITE UTILITIES PLAN/PROFILE SHEET - STORM SEWER	AB-108
SITE UTILITIES PLAN/PROFILE SHEET - SANITARY SEWER	AB-109
PAVING/SURFACING/STORM WATER DETAILS	C-601
DOMESTIC WATER SUPPLY DETAILS	C-610
SANITARY SEWER SYSTEM DETAILS	C-620

SHEET NO.:

AB-101
AB-102
AB-103
AB-104
AB-105
AB-106
AB-107
AB-108
AB-109
C-601
C-610
C-620

The as-built construction plans contained herein have been prepared under the supervision of Christopher T. Johnson, P.E., P.S. The required improvements as proposed on the approved construction plans for this project have been located by a final field survey after construction, as represented in these as-built plans. These locations and accompanying data are true and correct to the best of my knowledge.

Christopher T. Johnson
Christopher T. Johnson, P.E. (15761), P.S. (03129)



CITY OF HATTIESBURG

FORREST COUNTY

MISSISSIPPI

MARCH, 2012

EMS
ENGINEERING - MAPPING - SURVEYING
SURVEYING - MAPPING - ENGINEERING
P.O. BOX 1588
HATTIESBURG, MS 39401
(601) 434-1411

PREPARED FOR
LAND MANAGEMENT LIMITED
PARKWAY BLVD.
HATTIESBURG, MS

COVER SHEET WITH INDEX
THOMPSON OFFICE PARK
HATTIESBURG, MS

SHEET TITLE
DATE
03-28-12
SCALE
N.T.S.
SHEET NO.
AB-101
PROJECT NO.
06HA050

BMS
ENGINEERING • MAPPING • SURVEYING
ENVIRONMENTAL MANAGEMENT SERVICES INC.
P.O. BOX 15369
HATTIESBURG, MS 39404
601-544-3674 • 601-544-0304 (FAX)

PREPARED FOR
LAND MANAGEMENT LIMITED
PARKWAY BLVD.
HATTIESBURG, MS

GENERAL NOTES & SUMMARY
OF QUANTITIES
THOMPSON OFFICE PARK
HATTIESBURG, MS

SHEET TITLE	CB
DATE	03-26-12
SCALE	N.T.S.
SHEET NO.	AB-102
PROJECT NO.	06HA051

1. THE CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING UTILITIES, THE PROJECT SITE, AND SHALL PROMPTLY REPAIR THOSE WHICH ARE DAMAGED BY HIS CONSTRUCTION OPERATIONS. BEFORE DIGGING, CONTRACTOR SHALL CONTACT MISSISSIPPI ONE CALL AT 1-800-227-6477.
2. CONTRACTOR SHALL PROVIDE A MINIMUM 24 HOUR NOTICE TO THE ENGINEER PRIOR TO COMMENCING ANY CONSTRUCTION OPERATIONS, SAMPLING, TESTING, PROOF-ROLLING OF CURB OR STREET SUBBASES.
3. THE SITE SHALL BE CLEARED OF ANY DEBRIS AND STUMPS. TOPSOIL AND USABLE FILL SHALL BE STOCKPILED FOR USE IN LANDSCAPE/FUTURE CONSTRUCTION AREAS.
4. SITE CONSTRUCTION SHALL CONFORM TO "MISSISSIPPI STATE HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 1990 EDITION" WHERE APPLICABLE.
5. CONTRACTOR SHALL CONFORM TO "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" WHEN CONDUCTING ACTIVITIES ON PUBLIC RIGHT OF WAY.
6. MATERIAL UNSUITABLE FOR SUBGRADE SHALL BE REMOVED FROM THE SITE.
7. DISTURBED AREAS OUTSIDE PAVING LIMITS SHALL RECEIVE LANDSCAPING, GRASSING OR SOD.
8. ALL MATERIALS TESTING SHALL BE BY THE CONTRACTOR THROUGH A TESTING LABORATORY SUITABLE TO THE ENGINEER.
9. ALL EXCAVATED TRENCHES UNDER PAVEMENTS SHALL BE COMPACTED IN 12" LIFTS TO 98% MAXIMUM DENSITY AS DETERMINED BY THE STANDARD PROCTOR TEST (ASTM D698)
10. FILL, IF ANY, NEEDED TO BRING THE SUBGRADE TO THE REQ'D ELEVATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE A GRANULAR MATERIAL, (CLASS 9, GROUP C).
11. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
12. AFTER CLEARING, GRUBBING, AND STRIPPING OF TOPSOIL, BUT PRIOR TO PLACEMENT OF ANY FILL, SITE SHALL BE PROOF ROLLED AND ANY YIELDING AREAS AS DETERMINED BY THE ENGINEER OR ENGINEERS REPRESENTATIVE SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR.
13. CONTRACTOR SHALL VERIFY EXISTING TOPOGRAPHY AND INFORM THE OWNER OF VARYING SITE CONDITIONS OTHER THAN AS SHOWN.
14. SILT FROM SITE CONSTRUCTION SHALL BE CONTAINED ON SITE BY THE CONTRACTOR UNTIL FINAL GRASSING IS ESTABLISHED.
15. CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES CONTINUOUSLY DURING CONSTRUCTION OF PROJECT. MAINTENANCE SHALL BE PERFORMED A MAXIMUM OF 24 HOURS AFTER SILT ACCUMULATION.
16. CONTRACTOR SHALL ADHERE TO ALL CURRENT MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY GUIDELINES CONCERNING EROSION CONTROL.
17. SITE CONTRACTOR IS TO COORDINATE WITH THE LIGHTING AND LANDSCAPE CONTRACTORS FOR UTILITY LOCATIONS.
18. LANDSCAPING FOR THE SITE SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER.
19. CONTRACTOR SHALL GRADE ALL AREAS TO DRAIN DURING CONSTRUCTION ACTIVITIES.
20. CONTRACTOR TO INSTALL A 50' LONG, 6" DEEP CONSTRUCTION ENTRANCE (WITH NON-WOVEN GEOTEXTILE FABRIC) COMPRISED OF MDOT #1 (1.5"-3" STONE) COARSE AGGREGATE, TO PREVENT TRACKING OF MUD ONTO PAVED STREETS.
21. CONTRACTOR TO SWEEP PAVED ROADS AS NEEDED TO REMOVE DIRT AND STONES.
22. APPROVED MDOT ROW PERMIT HAS BEEN OBTAINED AND WORK ON RIGHT-OF-WAY SHALL BE COORDINATED WITH MDOT DISTRICT VI PROJECT OFFICE. (601-584-4050)
23. CONTRACTOR TO COORDINATE WITH WILLMUT GAS FOR SERVICE TO THE LOTS (601-544-6005).
24. WATER & SEWER SERVICE TO BE COORDINATED WITH CITY OF HATTIESBURG WATER AND SEWER DEPARTMENT (601-545-4540).
25. ALL BUILDING PERMITS TO BE OBTAINED FROM THE CITY OF HATTIESBURG (601-545-4555).
26. CONTRACTOR TO COORDINATE WORK WITH UTILITIES CONTRACTOR TO ALLOW UNDERGROUND TELEPHONE SERVICE AT LOCATION DIRECTED BY BUILDING PLANS AND TELEPHONE COMPANY (BELLSOUTH 601-583-8787).
27. CONTRACTOR TO COORDINATE WORK WITH UTILITIES CONTRACTOR TO ALLOW FOR UNDERGROUND ELECTRICAL SERVICE AT LOCATION DIRECTED BY BUILDING PLANS AND ELECTRICAL COMPANY (MISS POWER COMPANY 601-545-4126)
28. ASPHALT MIX SHALL BE COMPACTED TO A MINIMUM OF 92% AND NOT MORE THAN 95% OF THE MAXIMUM LABORATORY DENSITY.
29. THE COSTS OF STANDARD ROADSIDE SIGNS, SIGNPOST, AND INSTALLATION SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR STANDARD ROADWAY SIGNS. CONTRACTOR SHALL VERIFY POST LENGTHS PRIOR TO FABRICATION. ROADSIDE SIGNS SHALL CONFORM TO CITY OF HATTIESBURG STANDARDS.
30. CONTRACTOR SHALL IMPLEMENT AND MAINTAIN CONTROLS AS NEEDED TO PREVENT EROSION AND SEDIMENT FROM ADVERSELY AFFECTING ADJACENT PROPERTY THROUGHOUT CONSTRUCTION OF PROJECT. WHEN WORK IS NOT BEING PERFORMED IN A DISTURBED AREA, CONTRACTOR SHALL INSTALL APPROPRIATE TEMPORARY AND/OR VEGETATIVE AND STRUCTURAL CONTROLS TO ENSURE THAT EROSION AND SEDIMENT FROM CONSTRUCTION SITE DOES NOT FLOW ONTO ADJOINING PROPERTIES. OTHER CONTROLS SHALL MINIMIZE OFF SITE VEHICLE TRACKING OF SEDIMENTS.
31. TREE AND SHRUB REMOVAL SHALL INCLUDE THE FILLING, CUTTING, GRUBBING OF ENTIRE ROOT SYSTEM. OFF-SITE DISPOSAL OF ALL TREES, SHRUBS, STUMPS, VEGETATIVE AND EXTRANEOUS DEBRIS PRODUCED THROUGH THE REMOVAL OPERATION SHALL COMPLY WITH THE STATE AND LOCAL GUIDELINES.
32. THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO COVER A COMPLETE PROJECT, READY TO USE, AND ALL ITEMS NECESSARY FOR A COMPLETE AND WORKABLE JOB SHALL BE FURNISHED AND INSTALLED.
33. CONTRACTOR SHALL MAINTAIN PROPER SIGNS, BARRICADES AND FENCES, TO PROPERLY PROTECT THE WORK, EQUIPMENT, PERSONS, AND PROPERTY FROM DAMAGE OR THEFT.
34. ALL PIPE SHALL BE GRADED TO LINES AND ELEVATIONS AS SHOWN. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO STAKEOUT THE CONSTRUCTION AND ESTABLISH LINES FOR WORK AND VERIFY ALL DIMENSIONS.
35. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ANY AND ALL MARKINGS AS NEEDED TO PROTECT EXISTING UTILITIES. ANY DAMAGE OR INTERRUPTION OF SERVICE CAUSED BY CONTRACTOR'S NEGLIGENCE SHALL BE REPORTED IMMEDIATELY TO THE APPROPRIATE UTILITY COMPANY AND SHALL BE REPAIRED AND SERVICE RESTORED IN FULL COOPERATION WITH THE UTILITY COMPANY AT THE CONTRACTOR'S EXPENSE.
36. ALL CONNECTIONS TO EXISTING UTILITIES AND ALL UTILITY INSTALLATIONS SHALL BE IN COMPLIANCE WITH REQUIREMENTS OF APPROPRIATE JURISDICTIONAL AGENCIES.
37. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATION.
38. CONCRETE CURING COMPOUND TO BE USED FOR ALL CONCRETE CURBING PLACED.
39. CONTRACTOR SHALL RETAIN A SET OF RECORD DRAWINGS DURING CONSTRUCTION WITH LEGIBLE DIMENSIONS AND NOTES THAT RECORD ACTUAL CONSTRUCTION. AT PROJECT CLOSEOUT, CONTRACTOR SHALL RETURN THE RECORD DRAWINGS TO THE ENGINEER.
40. HARDHATS, SAFETY GLASSES, SHIRTS WITH MIN. 4" SLEEVES AND STEEL TOE BOOTS ARE REQUIRED AS A MINIMUM WHILE ON SITE, SPECIAL SAFETY NEEDS ARE RESPONSIBILITY OF THE CONTRACTOR.
41. THE ENGINEER HAS CALCULATED THE QUANTITIES OF EARTHWORK, TO BE REGARDED AS STRICTLY AN ESTIMATE, AND NOT A GUARANTEE, OF THE BULK MOVEMENT AND REDISTRIBUTION OF SOILS ON THIS SITE. THE OWNER AND/OR ANY CONTRACTORS PREPARING BIDS FOR EARTHWORK ON THIS PROJECT ARE NOTIFIED THAT THE LISTED QUANTITIES CONSIDER ONLY THE VARIATIONS BETWEEN EXISTING AND PROPOSED GRADES, BASED UPON THE HORIZONTAL AND VERTICAL LOCATIONS OF THE IMPROVEMENTS AS SHOWN UPON THE SITE PLAN, AND NO ATTEMPT HAS BEEN MADE BY THE ENGINEER TO IDENTIFY, WITHIN THE LISTED QUANTITIES, OTHER WORK ITEMS THE CONTRACTOR MAY BE REQUIRED TO PERFORM, INCLUDING BUT NOT LIMITED TO: STRIPPING, REMOVAL, STOCKPILING, OR REDISTRIBUTION OF TOPSOIL; VOLUMETRIC LOSS DUE TO CLEARING AND GRUBBING OPERATIONS; EXCAVATION AND REPLACEMENT OF EXPANSIVE, SOFT, OR OTHER MATERIALS THAT MAY BE CONSIDERED "UNSUITABLE" FOR USE ON THIS PROJECT; THE REDISTRIBUTION OF EXCESS EXCAVATED MATERIALS GENERATED FROM THE INSTALLATION OF MISCELLANEOUS UNDERGROUND IMPROVEMENTS INCLUDING SEWER LINES, WATER LINES, UTILITY SERVICES AND MANHOLES, PROCESS AND TRANSFER LINES, BUILDING FOOTINGS, FOUNDATIONS, PIERS, STORAGE TANKS, CURBING, WALKS, AND OTHER STRUCTURES, UNLESS SPECIFICALLY LISTED ABOVE AS HAVING BEEN CALCULATED BY THE ENGINEER. THE ENGINEER ASSUMES NO LIABILITY FOR GRADING COST OVERRUNS DUE TO CHANGES IN SHRINKAGE FACTORS, TOPOGRAPHIC VARIATIONS, OR EXCESS EXCAVATED MATERIALS. THE GRADING CONTRACTOR SHOULD PREPARE HIS BID UPON THE BASIS THAT HE IS RESPONSIBLE FOR COMPLETING THE EARTHWORK TO THE FINISH GRADES SHOWN UPON THE DRAWINGS, REGARDLESS OF THE ENGINEER'S CALCULATIONS AS TO THE RELATIVE BALANCE OF CUT AND FILL. ALL EARTHWORK QUANTITIES SHOWN ARE COMPACTED-IN-PLACE; NO SHRINKAGE FACTOR WAS INCORPORATED IN VOLUME COMPUTATIONS.

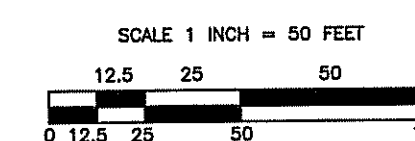
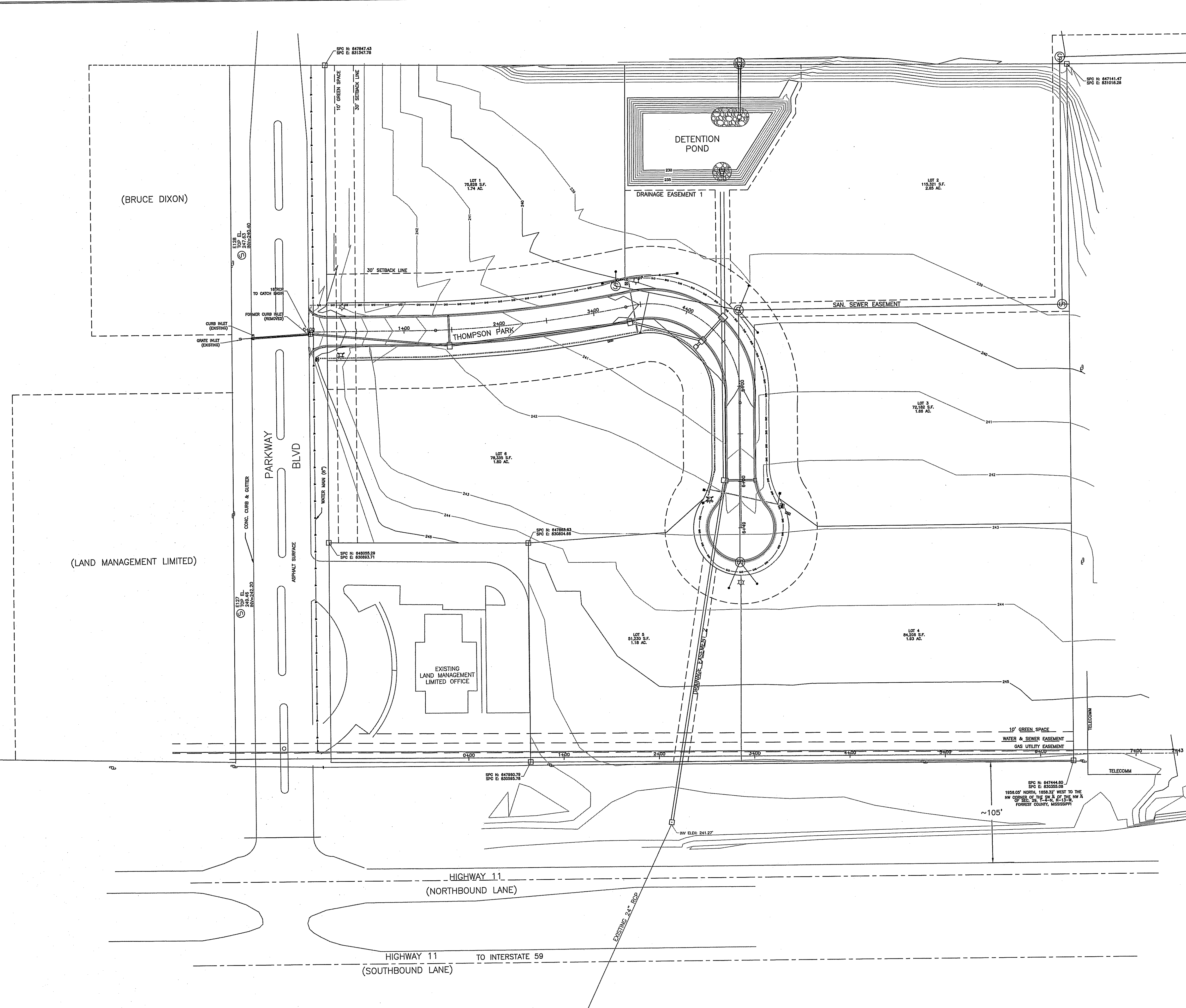
SUMMARY OF QUANTITIES				
PAY ITEM NO.	DESCRIPTION		UNIT	FINAL QUANTITY
GENERAL & EARTHWORK ITEMS				
01200-01	MOBILIZATION AND DEMOBILIZATION		LS	1
01561-01	TEMPORARY SILT FENCE		LF	1050
01561-02	TEMPORARY EROSION CHECKS		EALE	18
01561-03	TEMPORARY CONSTRUCTION ENTRANCE		EA	1
02331-01	STRIPPING (PM)		AC	12
02331-02	CLEARING & GRUBBING (PM)		AC	0.12
02300-01	ROADWAY CUT		CY	4400
02300-02	ROADWAY FILL		CY	21
02300-03	MASS GRADING CUT		CY	51600
02300-04	MASS GRADING FILL		CY	46420
02300-05	BORROW EXCAVATION (FME)(AH)		CY	0
02300-06	UNCLASSIFIED EXCAVATION (AH)(FM)		CY	0
02300-07	UNDERCUT EXCAVATION		CY	0
02300-08	CHANNEL EXCAVATION		CY	0
02300-09	FINE GRADING, SHAPING, AND FINISHING		SY	58080
STORM SEWER ITEMS				
02371-01	GROUTED RIP-RAP (SIZE 100 LB) W/GEOTEXTILE FABRIC (TYPE V)		TON	140
02371-02	RIP-RAP (SIZE 100 LB) (NO GEOTEXTILE FABRIC)		TON	0
02630-01	15" REINFORCED CONCRETE PIPE (CLASS III)		LF	184
02630-02	18" REINFORCED CONCRETE PIPE (CLASS III)		LF	192
02630-03	24" REINFORCED CONCRETE PIPE (CLASS III)		LF	135
02630-04	30" REINFORCED CONCRETE PIPE (CLASS III)		LF	368
02630-05	36" REINFORCED CONCRETE PIPE (CLASS III)		LF	176
02630-06	45"x29" REINFORCED CONCRETE ELIP. PIPE (CLASS III)		LF	152
02630-07	CONCRETE CURB INLETS/CATCH BASINS		EA	7
02630-08	CONCRETE GRATE INLETS		EA	3
02630-09	CONCRETE CURB INLET EXTENSIONS		EA	0
02630-10	CONCRETE JUNCTION BOX		EA	1
02630-11	CONCRETE PIPE COLLARS		EA	0
02630-12	24" REINFORCED CONCRETE END SECTION		EA	1
02630-13	45"x29" ELIP. REINFORCED CONCRETE END SECTION		EA	1
02630-14	CONCRETE PIPE REMOVED AND RELAID		LF	0
02630-15	BEDDING MATERIAL		CY	150
ROADWAY ITEMS				
01353-01	STANDARD ROADSIDE SIGNS (1 STOP SIGN, 1 ROAD SIGNS)		EA	2
02700-01	LIME (7% BY DRY WEIGHT)		TON	58
02700-02	8" SOIL-LIME-WATER MIXING, CLASS B		SY	2650
02700-03	SOIL CEMENT (TYPE 1) (5% BY DRY WEIGHT) (OPTIONAL)		TON	41
02700-04	8" SOIL-CEMENT-WATER MIXING (OPTIONAL)		SY	0
02741-01	HOT BITUMINOUS SURFACE COURSE (SC-1, TYPE 3)		TON	180
02741-02	HOT BITUMINOUS BINDER COURSE (SC-, TYPE -)		TON	0
02741-03	HOT BITUMINOUS BASE COURSE (BB-1, TYPE 6)		TON	300
02741-04	ASPHALT REMOVAL (ALL THICKNESSES)		SY	0
02770-01	CONCRETE CURB AND GUTTER (TYPE 1)		LF	0
02770-02	CONCRETE CURB AND GUTTER (TYPE 2)		LF	1432
02921-01	SEEDING, FERTILIZING, AND MULCHING (PM)		AC	11
SANITARY SEWER ITEMS				
02530-01	8" PVC GRAVITY SEWER MAIN (SDR-26) (0'-6" CUT)		LF	391
02530-02	8" PVC GRAVITY SEWER MAIN (SDR-26) (6'-10" CUT)		LF	88
02530-03	8" PVC GRAVITY SEWER MAIN (SDR-26) (10'-14" CUT)		EA	3
02530-04	48" PRECAST CONCRETE MANHOLES (0'-8")		EA	0
02530-05	48" PRECAST CONCRETE MANHOLES (6'-10")		EA	2
02530-06	48" PRECAST CONCRETE MANHOLES (10'-14")		EA	0
02530-07	SEWER WYES		EA	6
02530-08	6" PVC GRAVITY SANITARY SEWER SERVICE ASSEMBLY (SDR-26)		EA	6
02530-09	BEDDING MATERIAL		CY	52
02530-10	TIE TO EXISTING MANHOLE		EA	1
02530-11	ADJUST EXISTING MANHOLE RIM ELEVATIONS		FT	0
WATER DISTRIBUTION ITEMS				
02511-01	8" PVC WATER MAIN (C-900, CL 200) (INCLUDE FITTINGS)		LF	660
02511-02	STEEL CASING (OPEN CUT)		LF	0
02511-03	WATER MAIN GATE VALVE		EA	1
02511-04	FIRE HYDRANT ASSEMBLY		EA	2
02511-05	AIR RELEASE VALVE ASSEMBLY		EA	0
02511-06	BLOW-OFF VALVE ASSEMBLY		EA	0
02511-07	WATER SERVICE ASSEMBLY		EA	6
02511-08	WATER SERVICE TUBING		EA	6
02511-09	BEDDING MATERIAL		CY	22
02511-10	TIE-IN TO EXISTING WATER MAIN (8" TO 8")		EA	1
MISCELLANEOUS ITEMS				

NOTE:

1. CHANNEL EXCAVATION AND UNDERCUT EXCAVATION DISPOSED OF ON SITE AS DIRECTED BY THE ENGINEER.

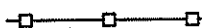
ABBREVIATIONS

PM	PLAN MEASURE
AH	ABSORBED HAUL
CL	CLASS
GP	GROUP
AEA	AVERAGE END AREA
FM	FINAL MEASURE
FME	FINAL MEASURE EMBANKMENT
LS	LUMP SUM
AC	ACRES
CY	CUBIC YARDS
LF	LINEAR FEET
EA	EACH
LB	POUNDS
SY	SQUARE YARD
SF	SQUARE FOOT



LEGEND

- ① UTILITY POLE
 - ◇ STREET LIGHT
 - ③ SANITARY SEWER MANHOLE
 - ✕ FIRE HYDRANT
 - SANITARY SEWER MAIN
 - SANITARY SEWER SERVICE
 - POTABLE WATER SERVICE
 - [] POTABLE WATER METER
 - 6" P.V.C. WATER MAIN
 - ≈ APPROXIMATE LOCATION
 - ⑥ AIR RELEASE VALVE
 - 9 BLOWOFF VALVE
 - FINISHED GRADE (1" CONTOUR INTERVALS)
- 

RIP RAP
- 

SILT FENCE
- 

HAY BALES
- 

TRANSFORMER (IN PLACE)
- 

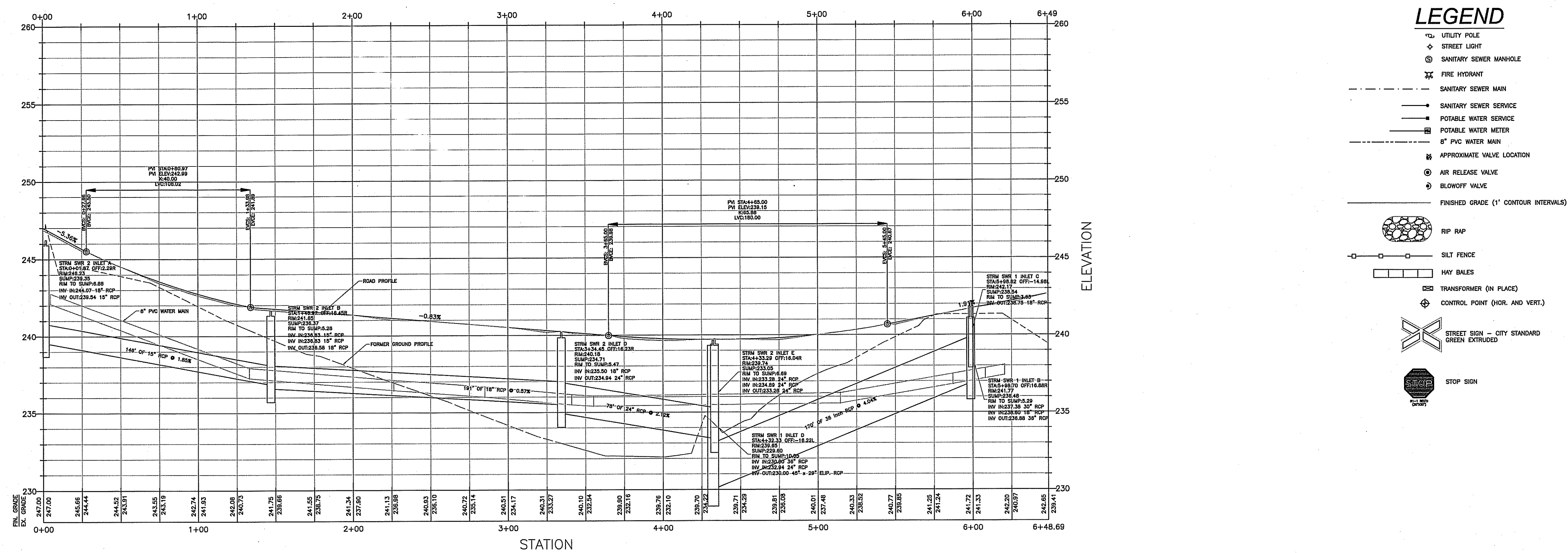
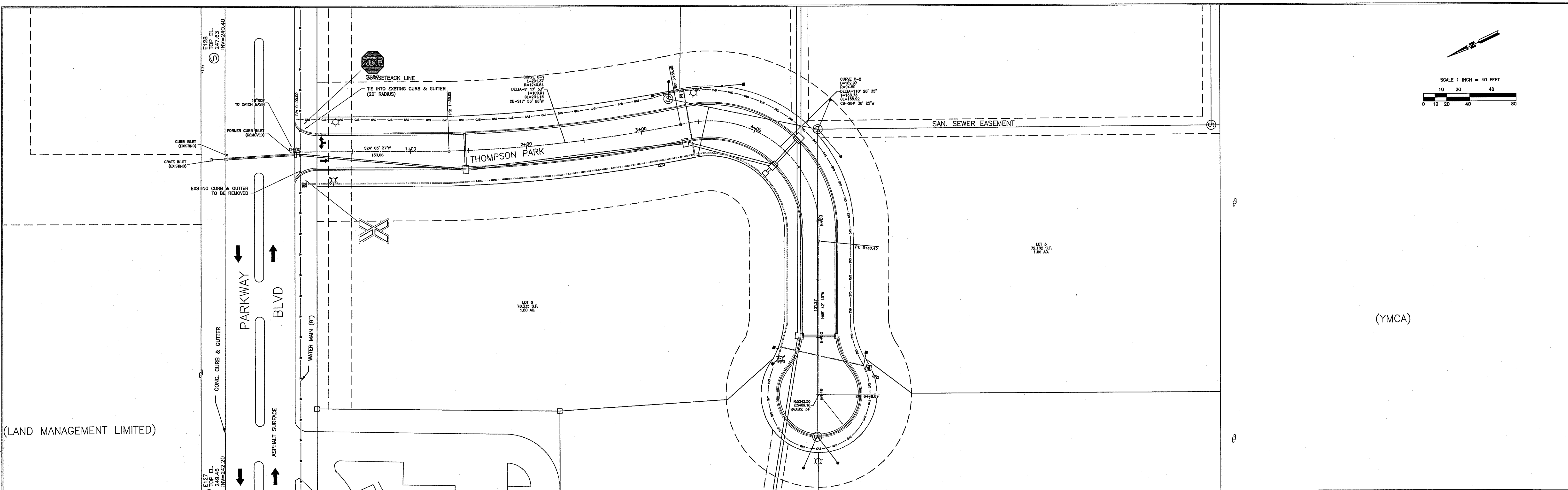
CONTROL POINT (HOR. AND VERT.)
- 

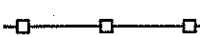
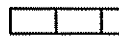
CONCRETE MONUMENT

NOTES:

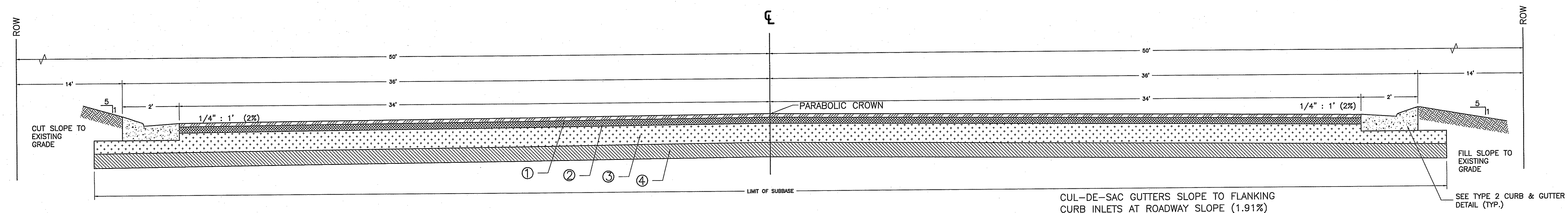
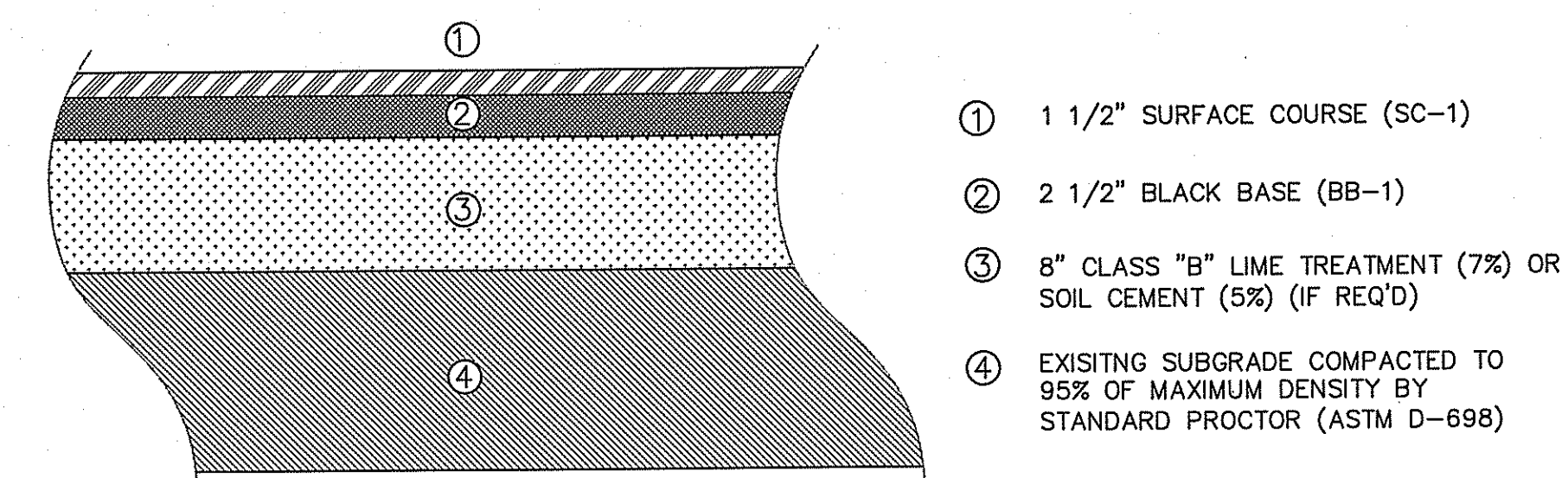
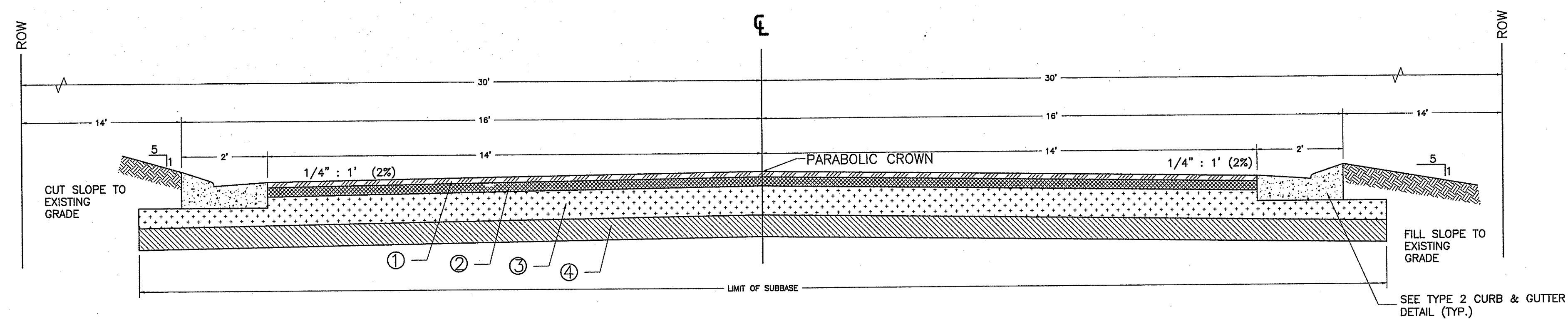
1. SUBDIVISION: THOMPSON OFFICE PARK
2. OWNER: JOSEPH F. TATUM, JR. (LAND MANAGEMENT, LTD)
421 J.M. TATUM INDUSTRIAL PARK DR
HATTIESBURG, MS 39404
3. ENGINEER/SURVEYOR: CHRIS JOHNSON, P.E. (15761), P.S. (03129)
4. CURRENT ZONING: B-5 (SUBJECT PROPERTY AND ADJOINING PROPERTIES)
5. TOTAL ACREAGE TO BE SUBDIVIDED: ±12 ACRES
6. NUMBER OF LOTS: 6
7. PARCEL IS LOCATED IN FLOOD ZONE "X" (OUTSIDE THE 500-YEAR FLOODPLAIN) AS PER FLOOD INSURANCE RATE MAP NO. 28035C0080 C EFFECTIVE APRIL 2 1990.
8. RIGHT-OF-WAY WIDTHS FOR STREETS ARE 60 FEET.
9. TYPICAL ROADWAY SECTION IS 32' BACK OF CURB TO BACK OF CURB.
10. ALL CORNERS ARE MONUMENTED WITH A ½"x18" REBAR UNLESS OTHERWISE NOTED. OUTSIDE CORNERS OF SUBDIVISION MARKED BY CONCRETE MONUMENTS WITH STEEL ROD AS SPECIFIED BY CITY OF HATTIESBURG LAND CODES.
11. CURBS ARE INTEGRAL COMBINATION CURB AND GUTTER (MDOT TYPE "2")
12. FIRE HYDRANTS ARE LOCATED ALONG ROAD ALIGNMENT AT MAX. 500' SPACING
13. LANDSCAPE PLANS TO BE DEVELOPED BY FUTURE LOT OWNER AND MUST BE APPROVED BY SITE PLAN REVIEW COMMITTEE

[illegible]

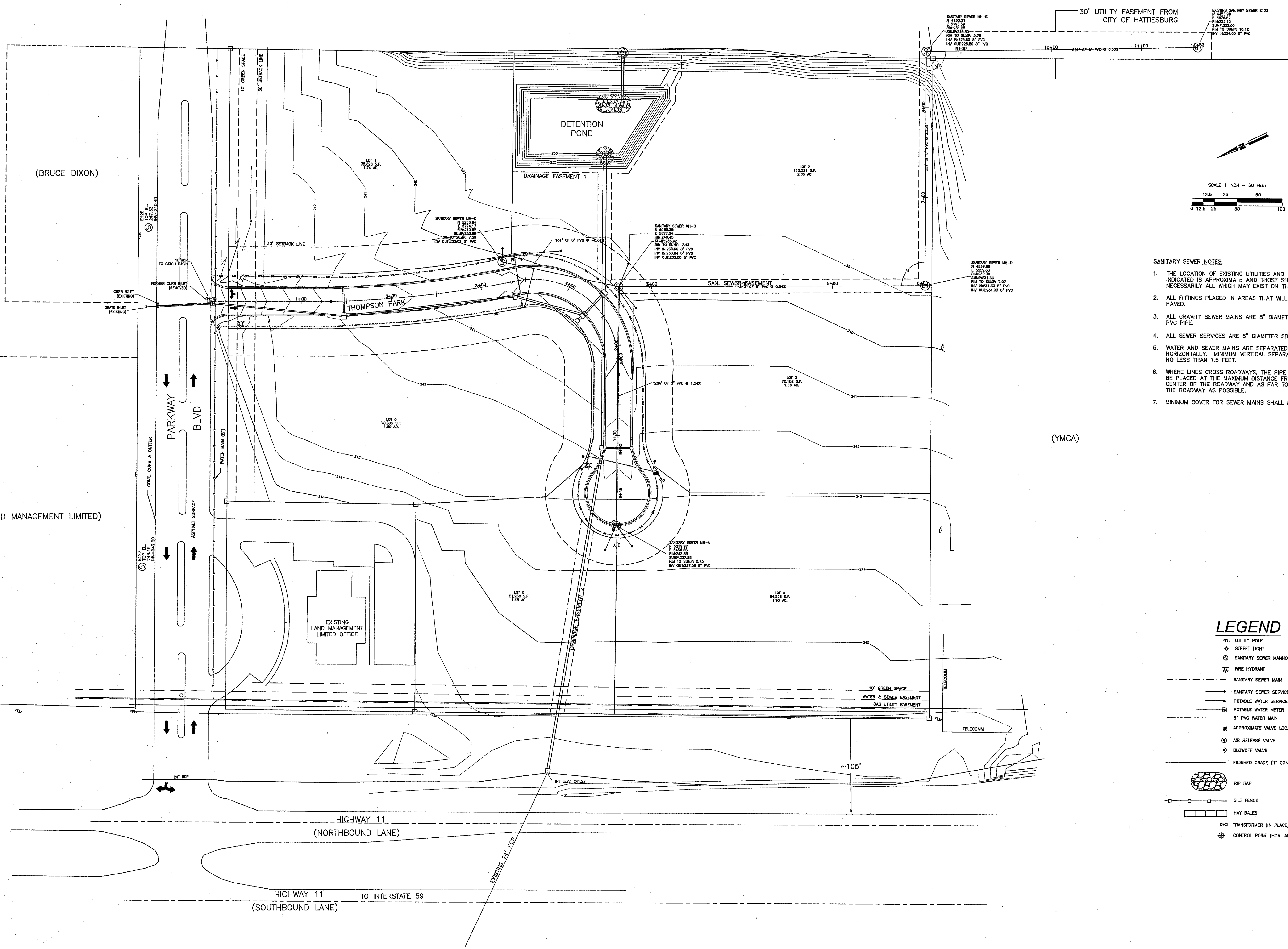


-  UTILITY POLE
 STREET LIGHT
 SANITARY SEWER MANHOLE
 FIRE HYDRANT
 SANITARY SEWER MAIN
 POTABLE WATER SERVICE
 POTABLE WATER METER
 8" PVC WATER MAIN
 APPROXIMATE VALVE LOCATION
 AIR RELEASE VALVE
 BLOWOFF VALVE
 FINISHED GRADE (1' CONTOUR INTERVALS)
 RIP RAP
 SILT FENCE
 HAY BALES
 TRANSFORMER (IN PLACE)
 CONTROL POINT (HOR. AND VERT.)
 STREET SIGN — CITY STANDARD GREEN EXCLUDED
 STOP SIGN

BMS
ENGINEERING • MAPPING • SURVEYING
ENVIRONMENTAL MANAGEMENT SERVICES, INC.
P.O. BOX 15369
HATTIESBURG, MS 39404
601-544-3574 • 601-544-0304



- NOTES:
1. BLACK BASE LAID DURING INITIAL PHASE OF PROJECT - SURFACE COURSE ADED AFTER A MAJORITY OF CONSTRUCTION WORK HAD BEEN COMPLETED AT OWNERS DIRECTION.
 2. CONTRACTOR APPLIED TACK COATING PRIOR TO PLACING LIFTS OF ASPHALT AND ALONG EXISTING EDGE OF PAVEMENT IN WIDENING AREAS.

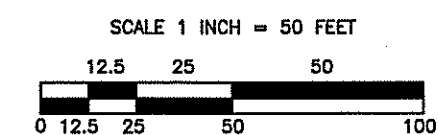


- SANITARY SEWER NOTES:**
1. THE LOCATION OF EXISTING UTILITIES AND STRUCTURES INDICATED IS APPROXIMATE AND THOSE SHOWN ARE NOT NECESSARILY ALL WHICH MAY EXIST ON THE SITE.
 2. ALL FITTINGS PLACED IN AREAS THAT WILL NOT BE PAVED.
 3. ALL GRAVITY SEWER MAINS ARE 8" DIAMETER SDR 26 PVC PIPE.
 4. ALL SEWER SERVICES ARE 6" DIAMETER SDR 26 PVC.
 5. WATER AND SEWER MAINS ARE SEPARATED 10 FEET HORIZONTALLY. MINIMUM VERTICAL SEPARATION SHALL BE NO LESS THAN 1.5 FEET.
 6. WHERE LINES CROSS ROADWAYS, THE PIPE JOINTS SHALL BE PLACED AT THE MAXIMUM DISTANCE FROM THE CENTER OF THE ROADWAY AND AS FAR TO THE EDGE OF THE ROADWAY AS POSSIBLE.
 7. MINIMUM COVER FOR SEWER MAINS SHALL BE 3 FEET.

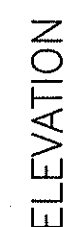
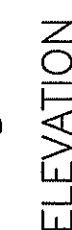
LEGEND

- UTILITY POLE
- STREET LIGHT
- SANITARY SEWER MANHOLE
- FIRE HYDRANT
- SANITARY SEWER MAIN
- SANITARY SEWER SERVICE
- POTABLE WATER SERVICE
- POTABLE WATER METER
- 8" PVC WATER MAIN
- APPROXIMATE VALVE LOCATION
- AIR RELEASE VALVE
- BLOWOFF VALVE
- FINISHED GRADE (1' CONTOUR INTERVALS)
- RIP RAP
- SILT FENCE
- HAY BALES
- TRANSFORMER (IN PLACE)
- CONTROL POINT (HOR. AND VERT.)

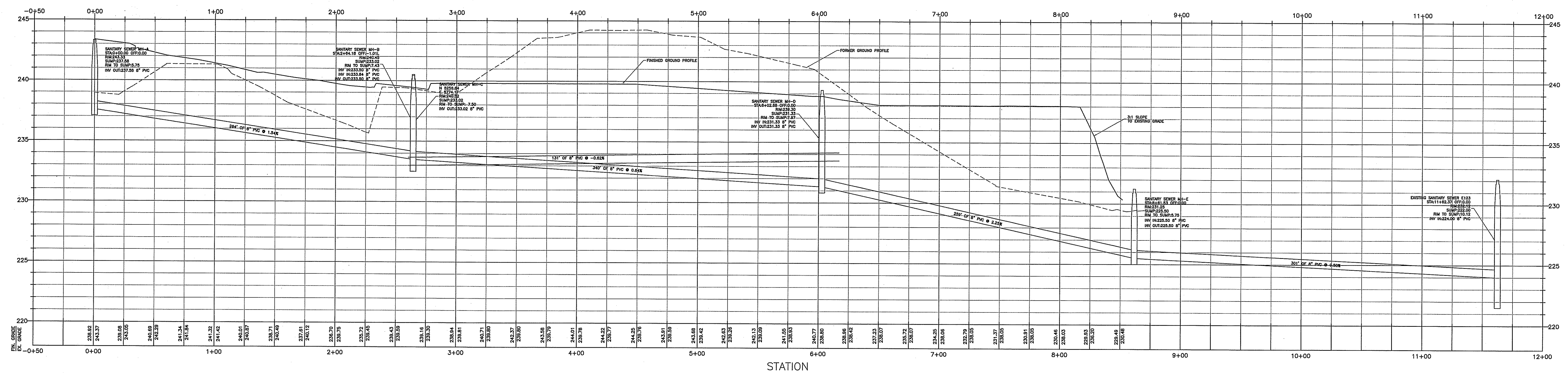
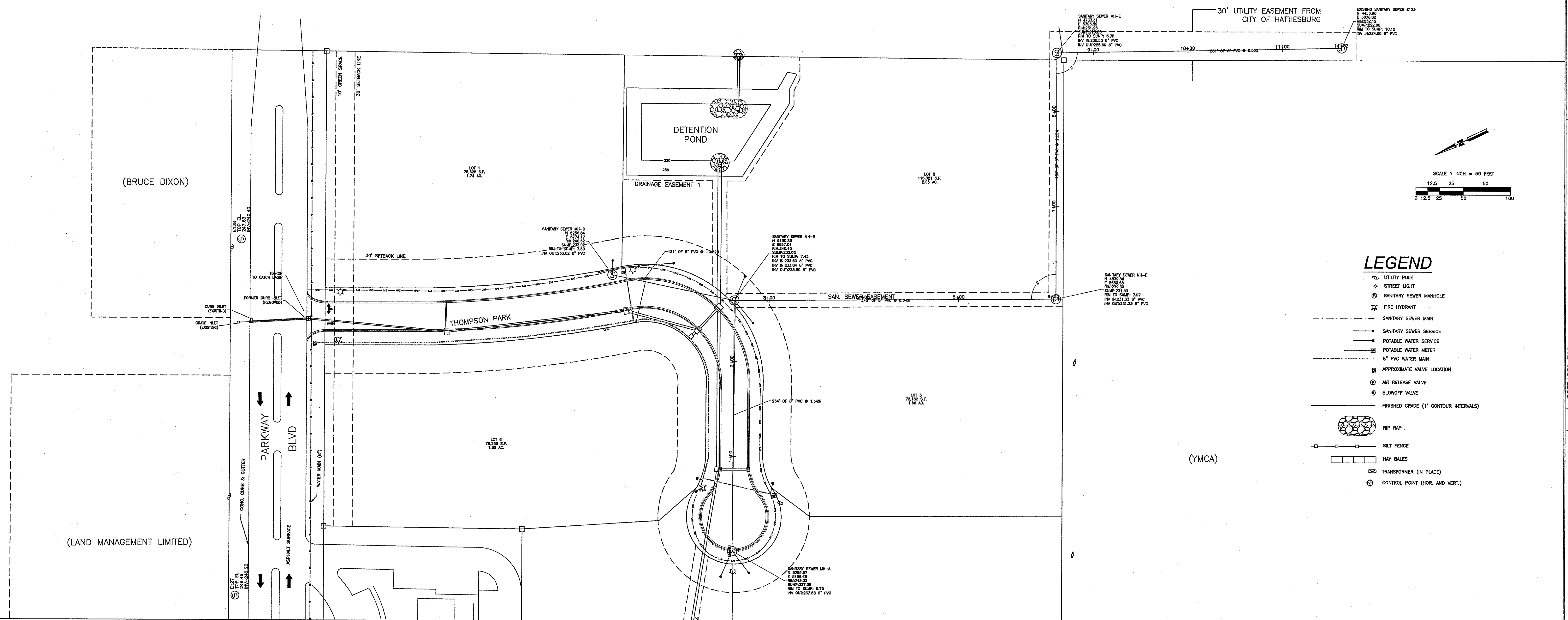
1. CONCRETE TOE WALLS REQUIRED AT ALL FLARED
END SECTIONS (6" WIDE X 12" DEEP) UNLESS
OTHERWISE DIRECTED BY THE ENGINEER.
2. PERMANENT VEGETATION ESTABLISHED IN
DRAINAGE WAYS WITHIN 7 DAYS OF DITCH
COMPLETION.
3. RIP-RAP SPECIFIED IS 100 LB, UNDERLAIN WITH
NON-WOVEN GEOTEXTILE AND GROUTED IN
PLACE.



 UTILITY POLE
 STREET LIGHT
 SANITARY SEWER MANHOLE
 FIRE HYDRANT
 SANITARY SEWER MAIN
 SANITARY SEWER SERVICE
 POTABLE WATER SERVICE
 POTABLE WATER METER



NOTE: STRUCTURE LABELS ARE REFERRED TO
ROAD ALIGNMENTS. PLAN-PROFILE STATIONING
IS BASED ON SEPERATE STORM SEWER
ALIGNMENT



ENVS
ENGINEERING • MAPPING • SURVEYING
ENVIRONMENTAL MANAGEMENT SERVICES, INC.
P.O. BOX 13469
HATTIESBURG, MS 39404
601-544-3574 • 601-544-0304

LAND MANAGEMENT LIMITED
PARKWAY BLVD.
HATTIESBURG, MISSISSIPPI

100

[illegible]

UTILITIES PLAN—PROFILE
SANITARY SEWER
THOMPSON OFFICE PARK
HATTIESBURG, MS

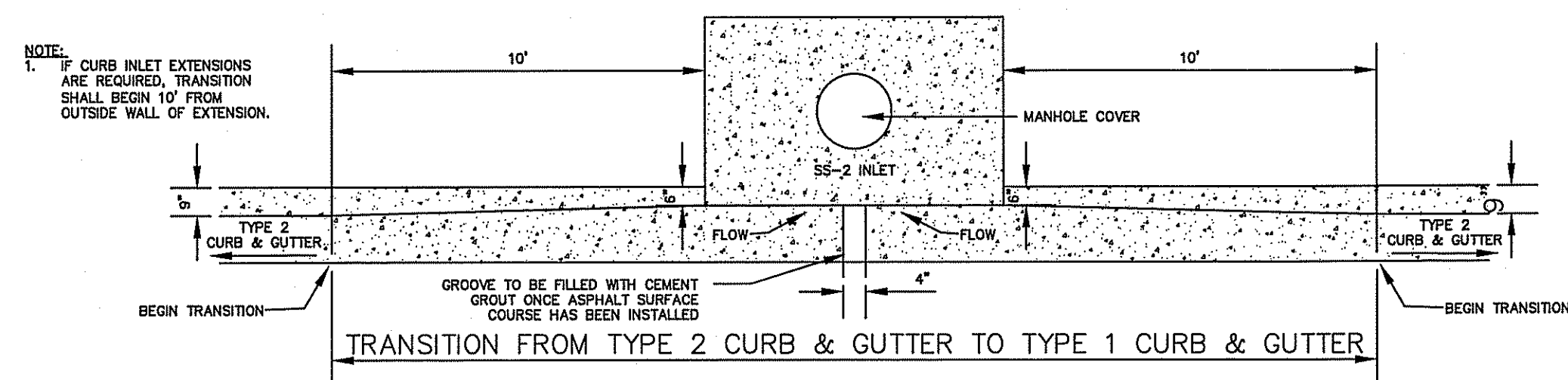
15

DATE 03-26-12

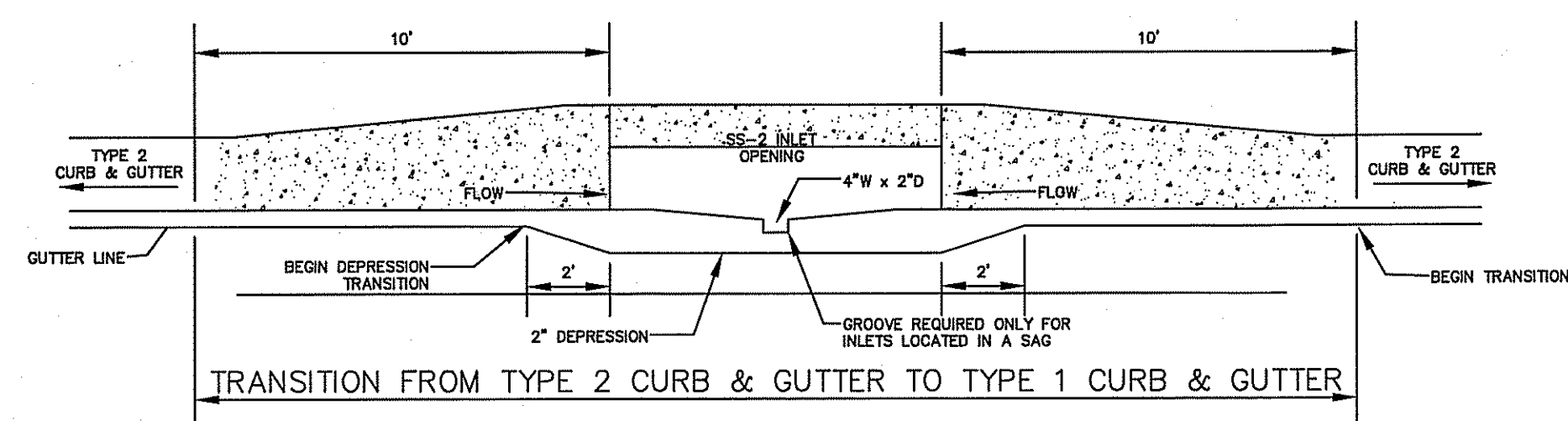
SCALE
1" = 50'

SHEET NO.
AB-109

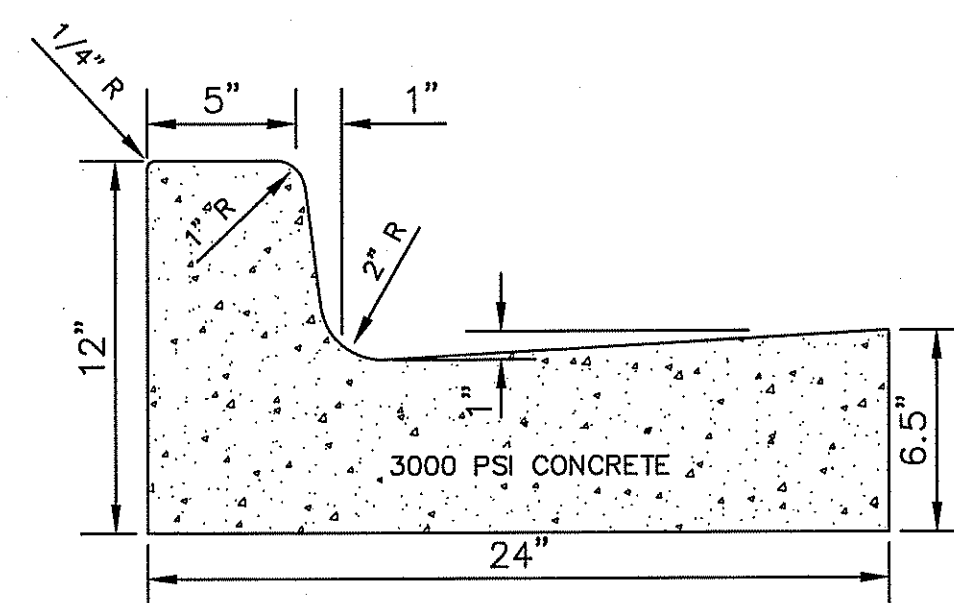
PROJECT NO.
06HA050



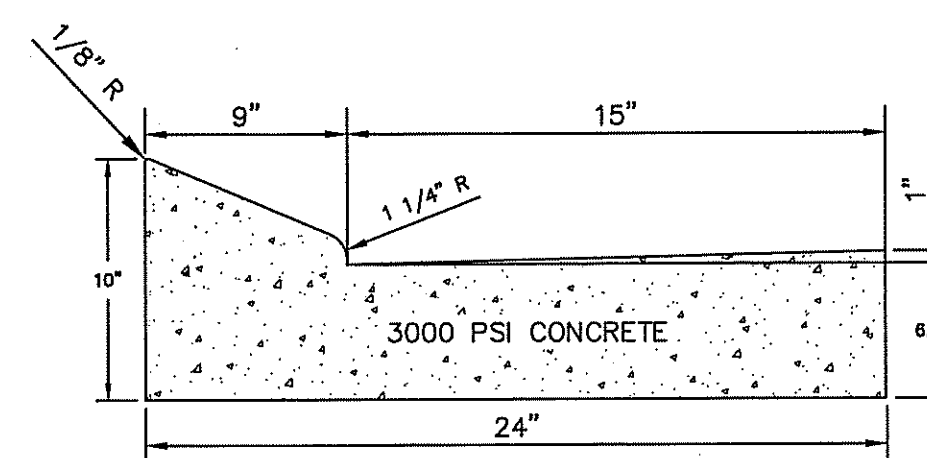
PLAN OF CURB TRANSITION DETAIL INTO SS-2 INLET



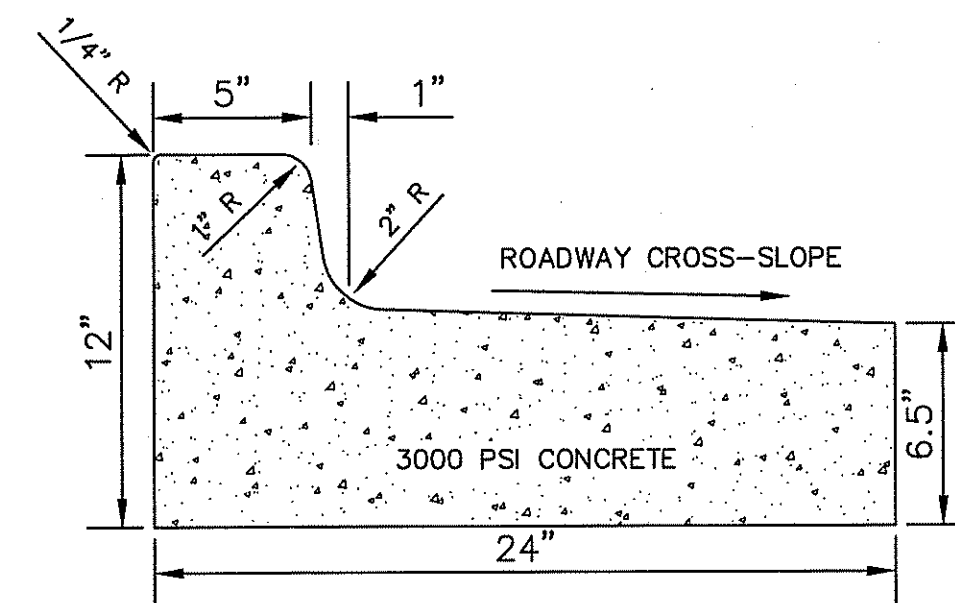
PROFILE OF CURB TRANSITION DETAIL INTO SS-2 INLET



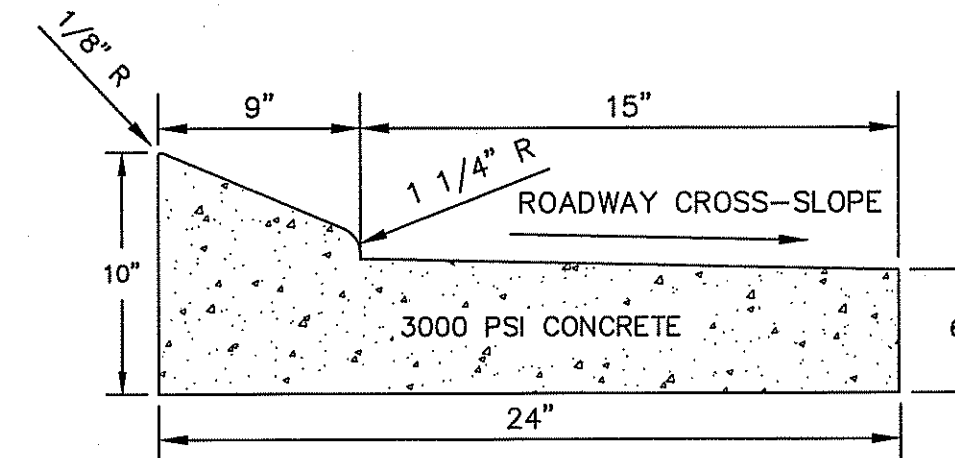
TYPICAL TYPE 1 CURB & GUTTER
COMBINATION DETAIL



TYPICAL TYPE 2 CURB & GUTTER
COMBINATION DETAIL



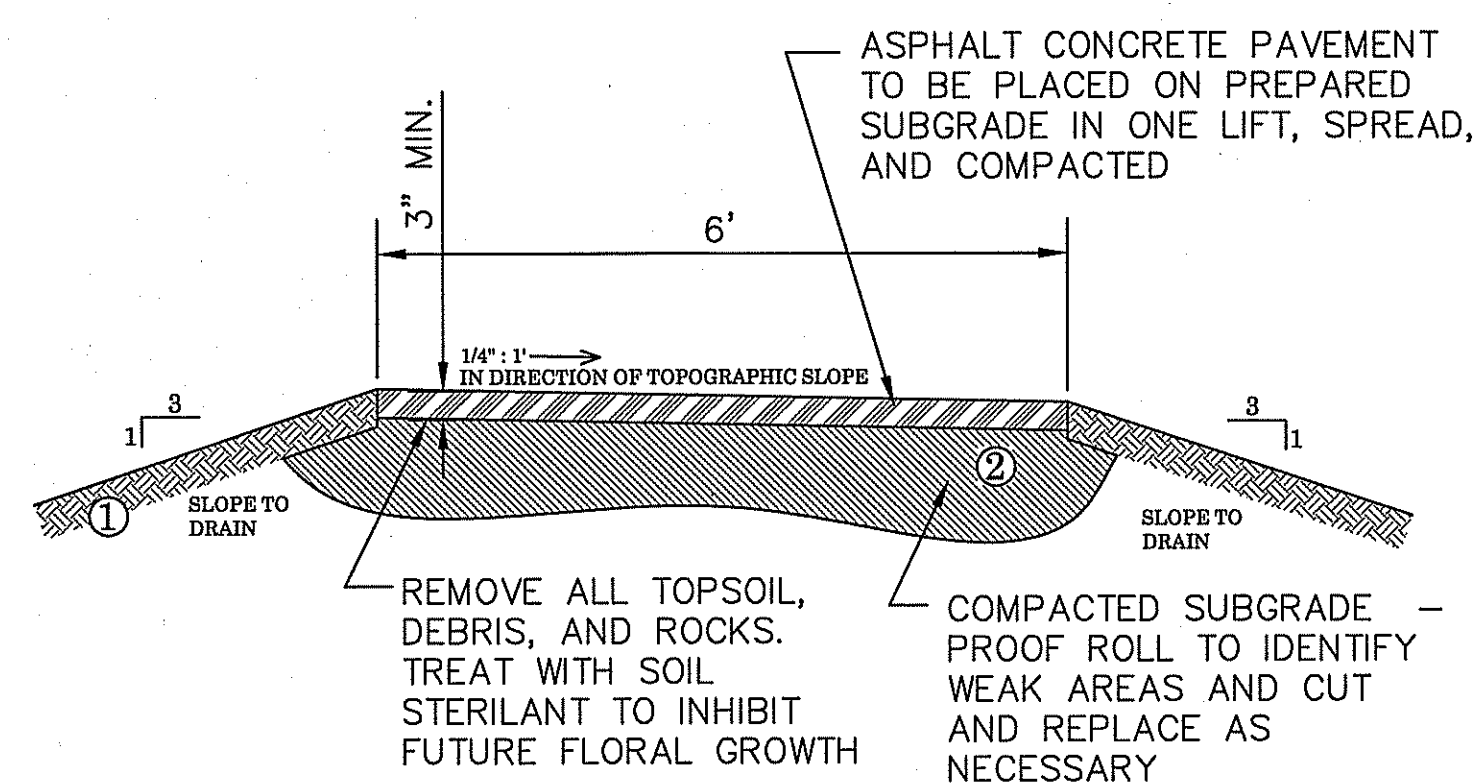
**TYPICAL INVERTED TYPE 1 CURB & GUTTER
COMBINATION DETAIL**



**TYPICAL INVERTED TYPE 2 CURB & GUTTER
COMBINATION DETAIL**

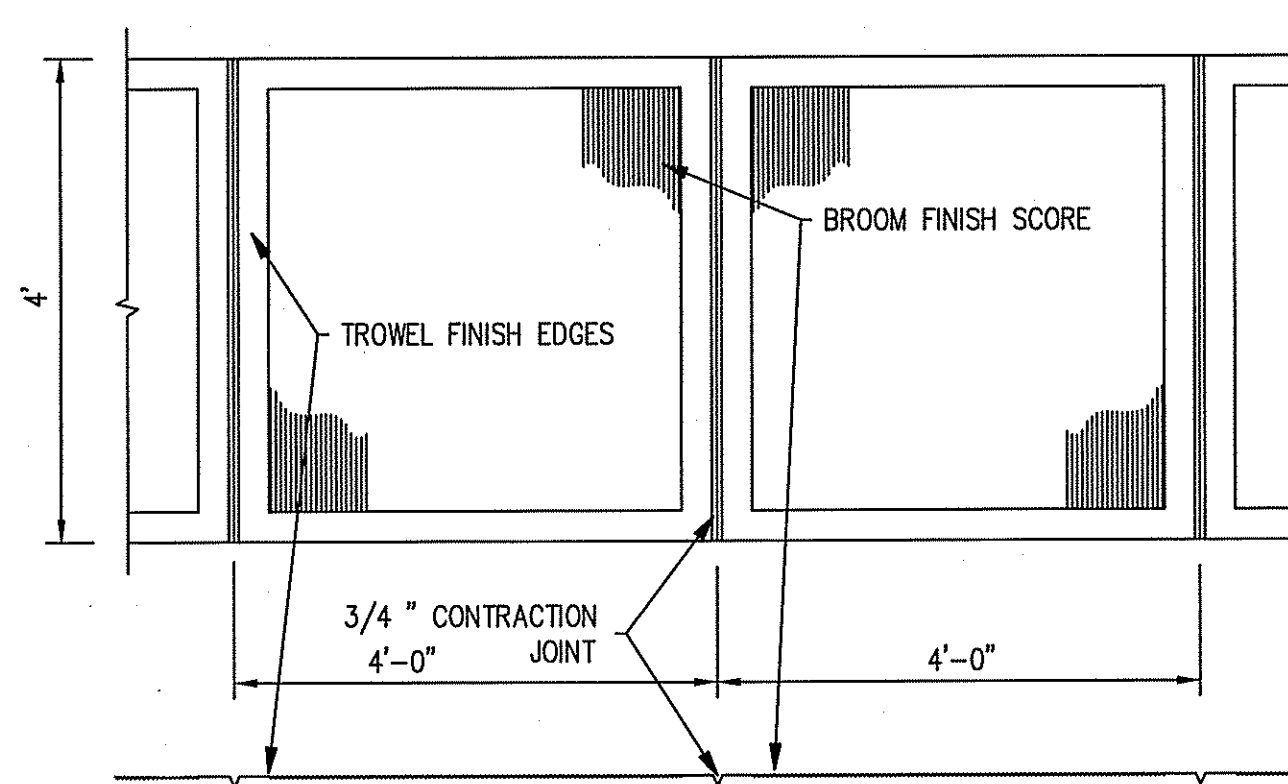
NOTE:
EXPANSION JOINTS AND CONTROL
JOINTS ARE REQUIRED TRANSVERSE
TO THE EDGE OF PAVEMENT EVERY
60 FEET AND 20 FEET, RESPECTIVELY.

CONCRETE SHALL HAVE MAXIMUM 2" SLUMP.

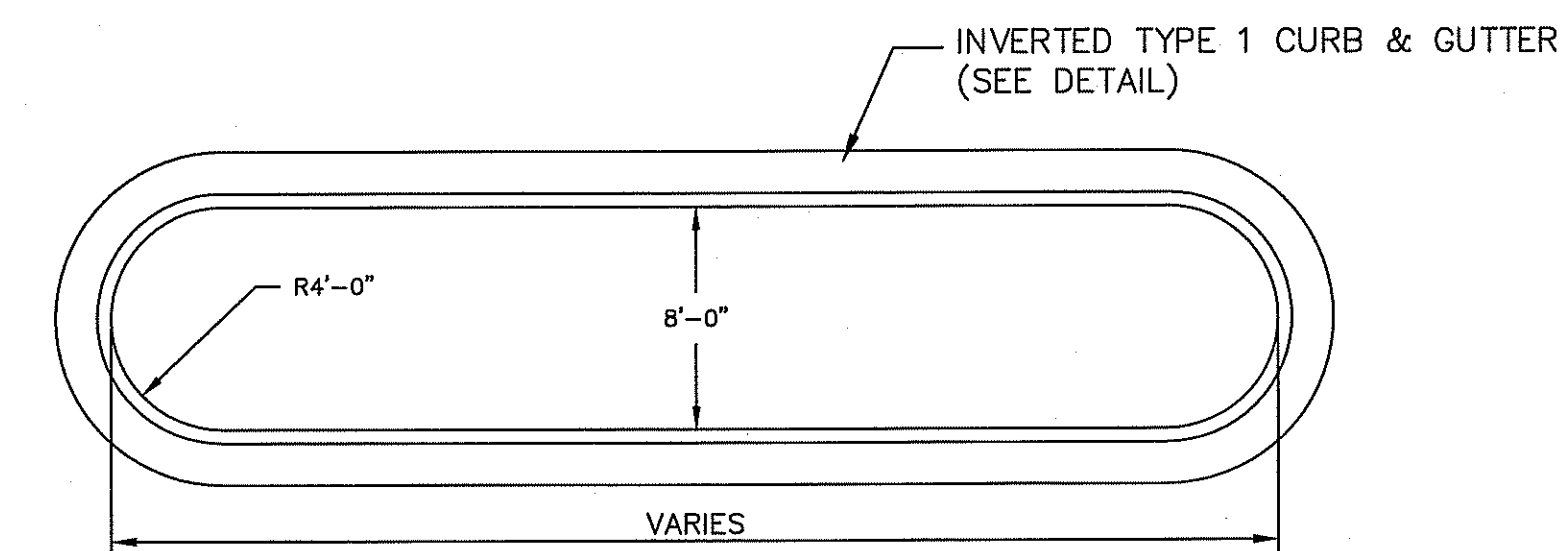


WALKING PATH DETAIL

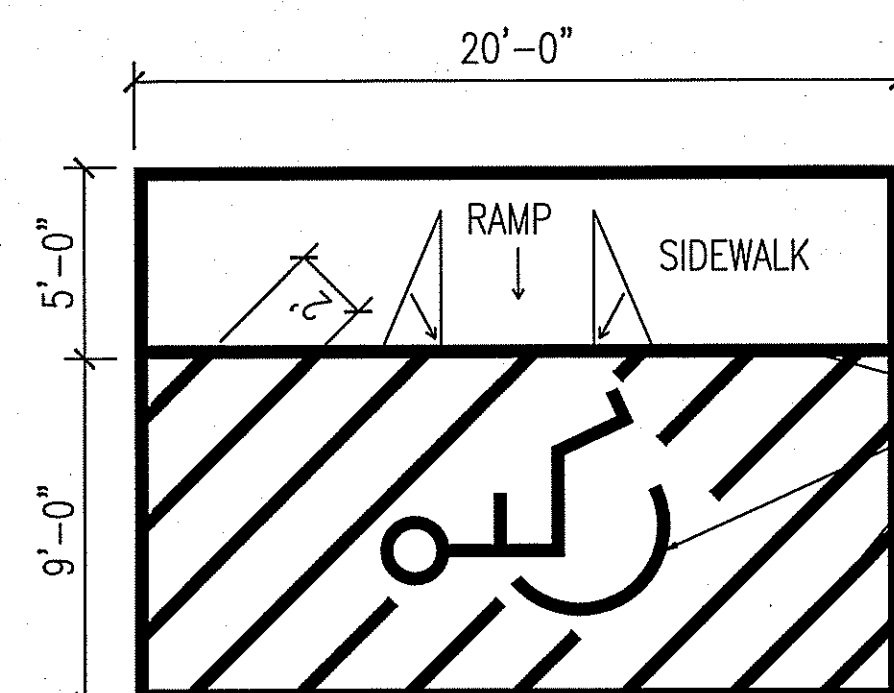
- ① TOPSOIL
- ② EXISTING SUBGRADE COMPACTED TO 90%
OF MAXIMUM DENSITY BY STANDARD PROCTOR
(ASTM D-698)



SIDEWALK FINISH DETAIL



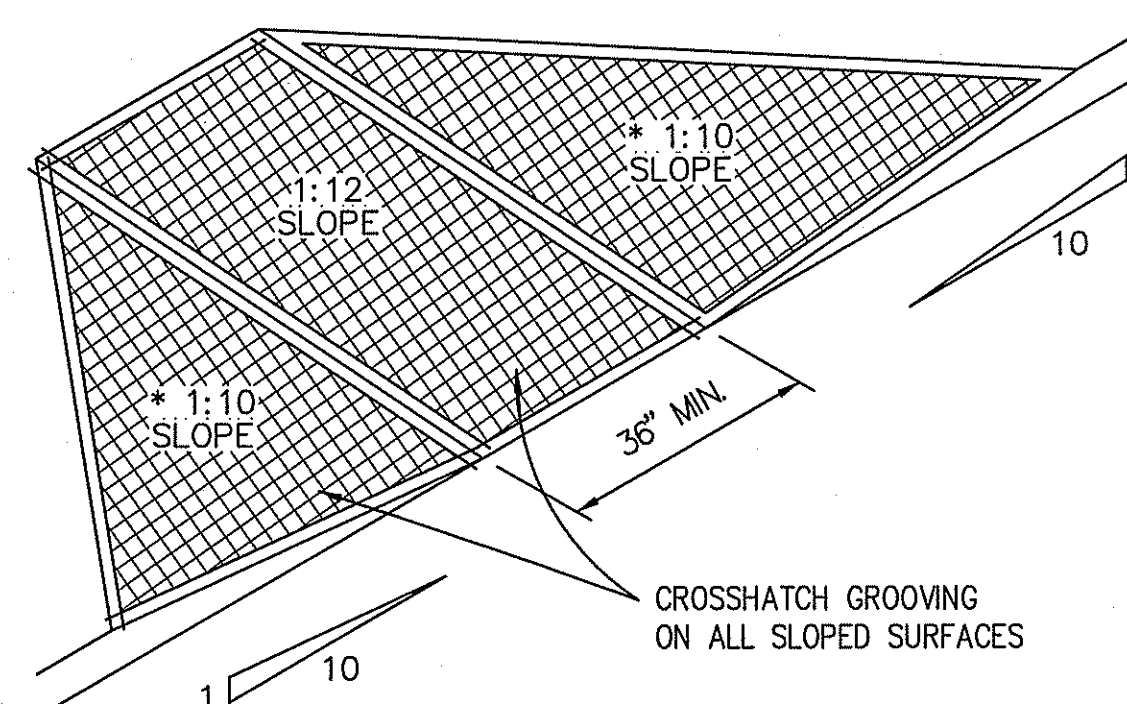
TYPICAL CONCRETE LANDSCAPE ISLAND



HANDICAP PARKING DETAIL

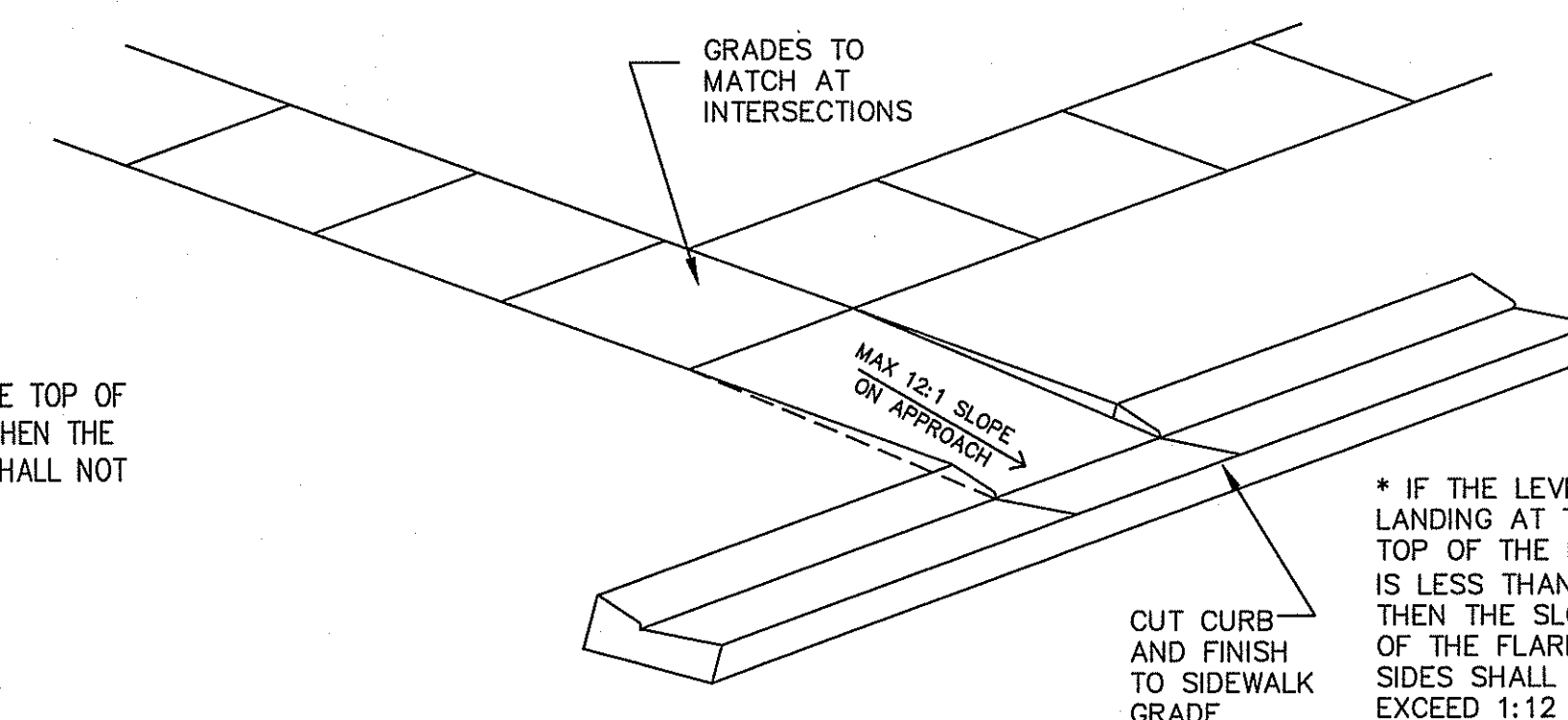
NOTES:

1. IF THE LEVEL LANDING AT THE TOP OF THE RAMP IS LESS THAN 48" THEN THE SLOPE OF THE FLARED SIDES SHALL NOT EXCEED 1:12
2. STANDARD PARKING SPACES SHALL BE 9'-0" x 18'-0".
3. STANDARD PARKING SPACE STRIPING SHALL BE 4" WIDE WHITE



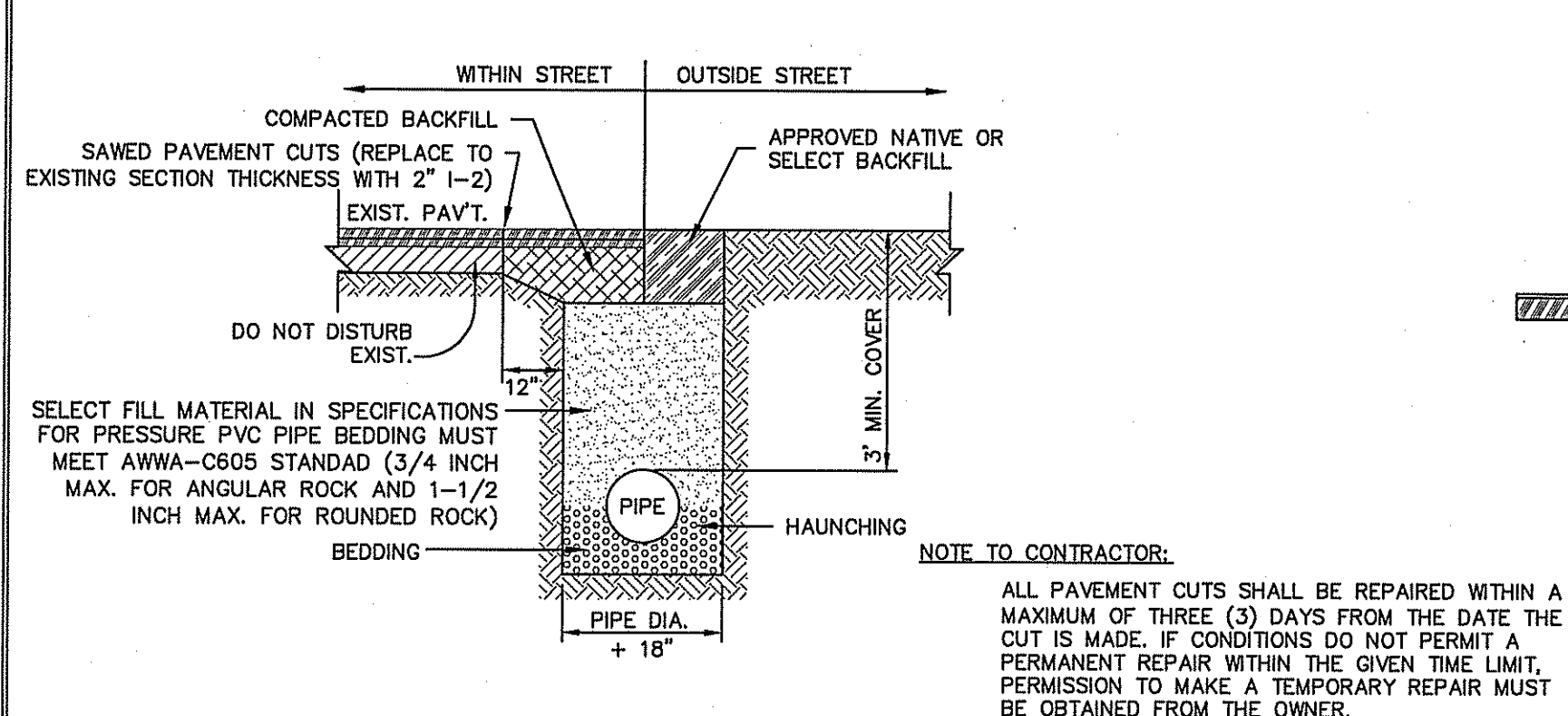
SIDEWALK RAMP DETAIL

* IF THE LEVEL LANDING AT THE TOP OF THE RAMP IS LESS THAN 48" THEN THE SLOPE OF THE FLARED SIDES SHALL NOT EXCEED 1:12

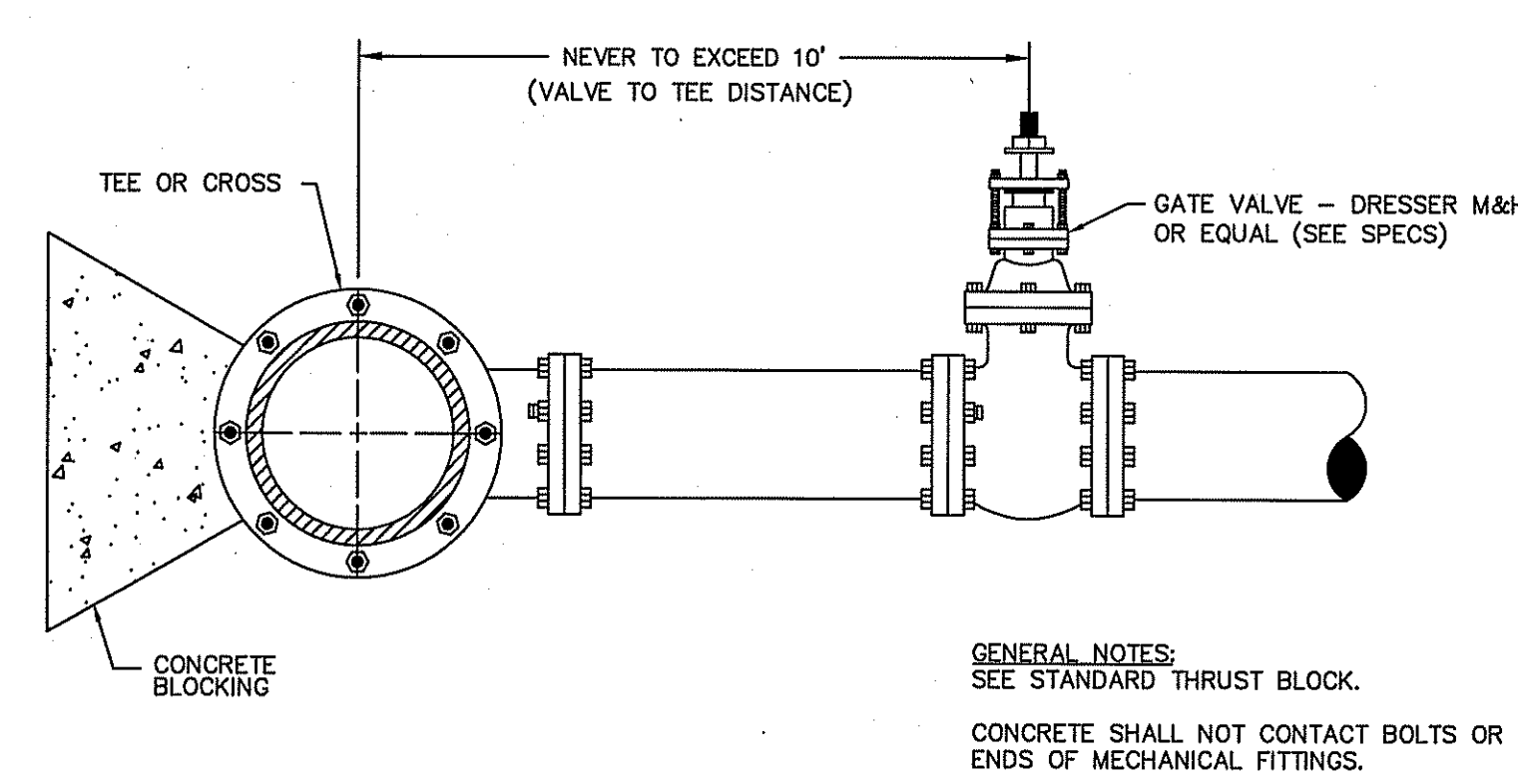


SIDEWALK RAMP DETAIL

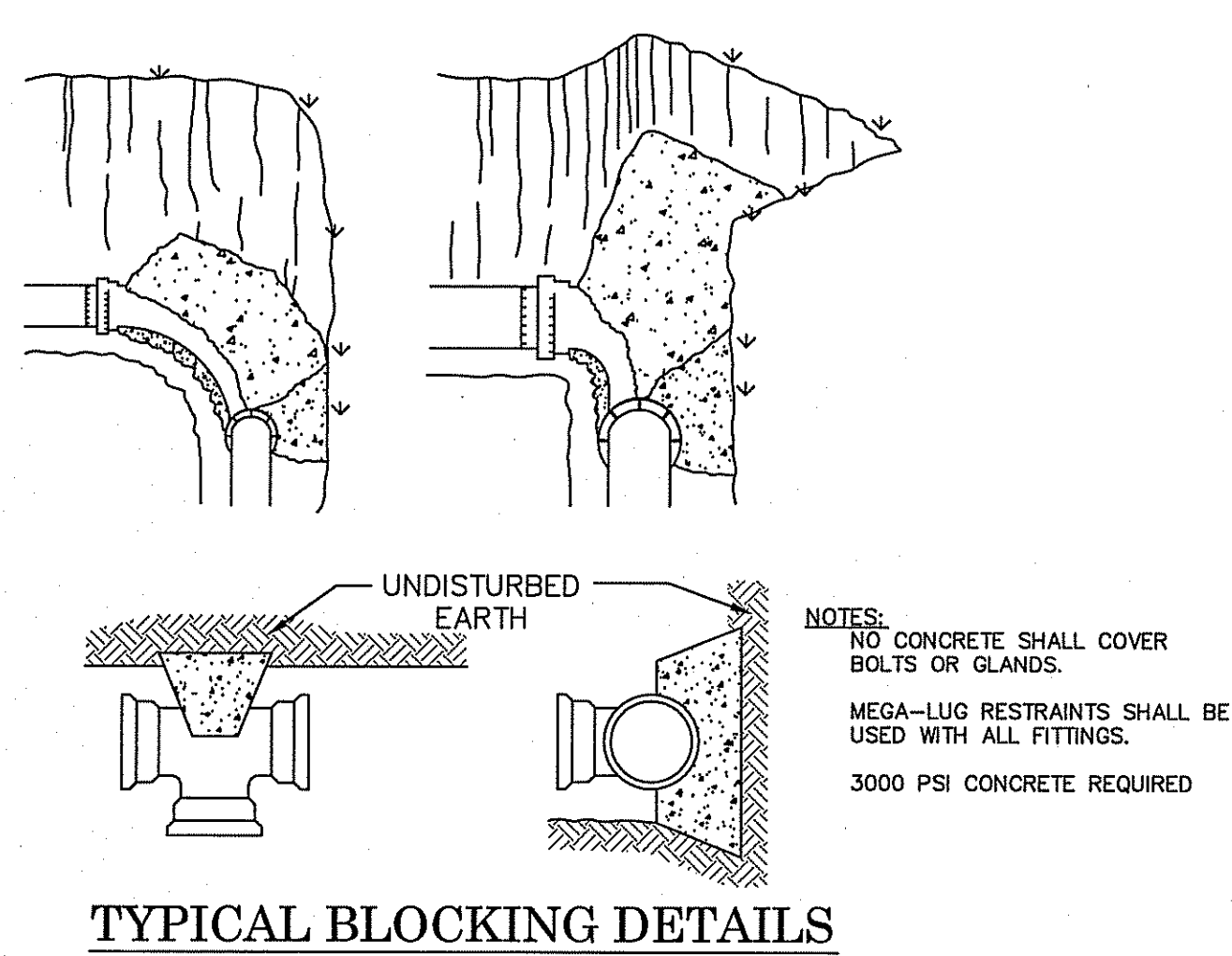
* IF THE LEVEL LANDING AT THE TOP OF THE RAMP IS LESS THAN 48" THEN THE SLOPE OF THE FLARED SIDES SHALL NOT EXCEED 1:12



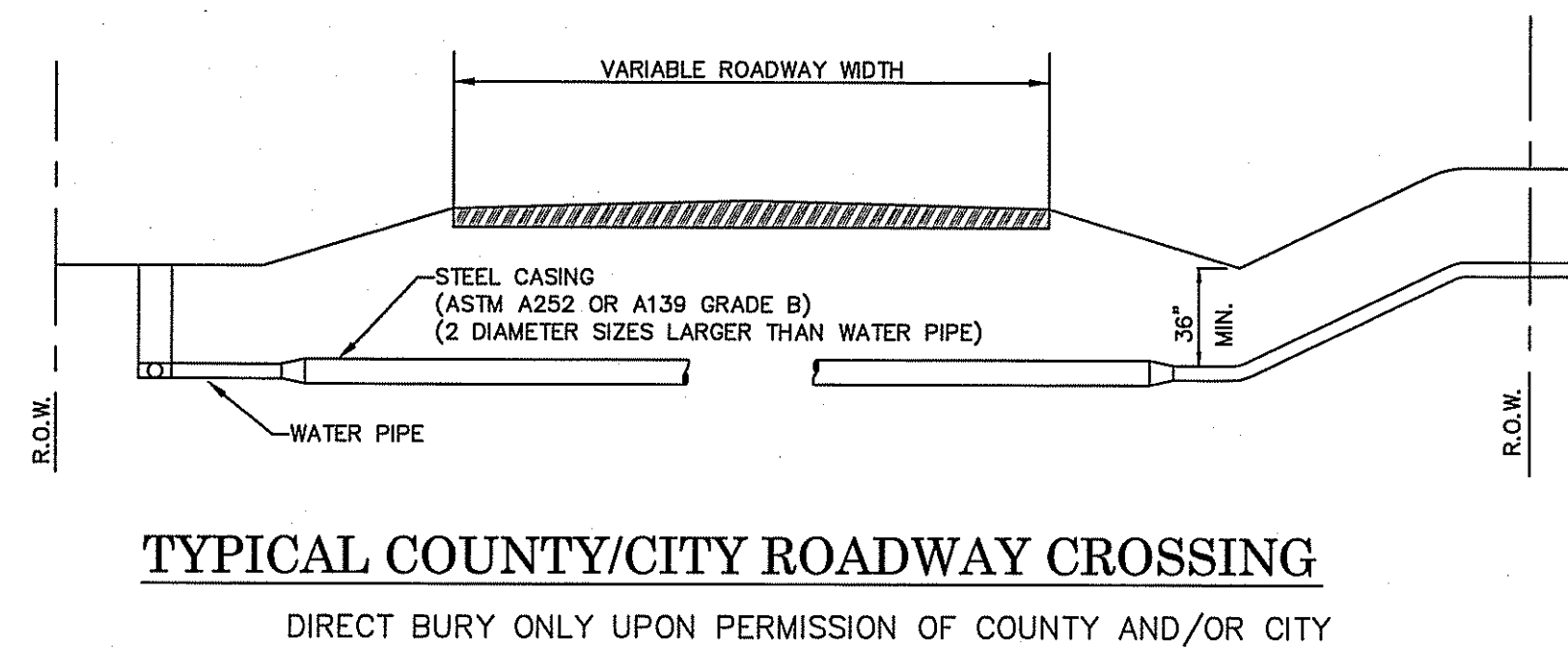
TYPICAL TRENCH/RESURFACING DETAIL



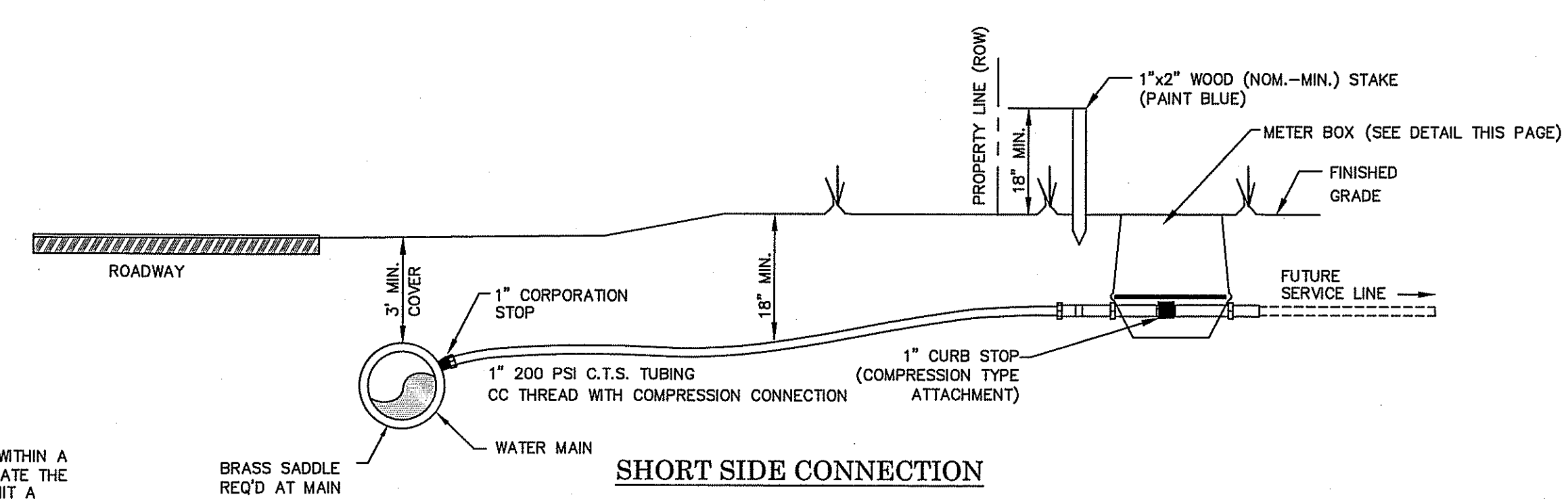
TYPICAL VALVE TO MAIN INSTALLATION DETAIL



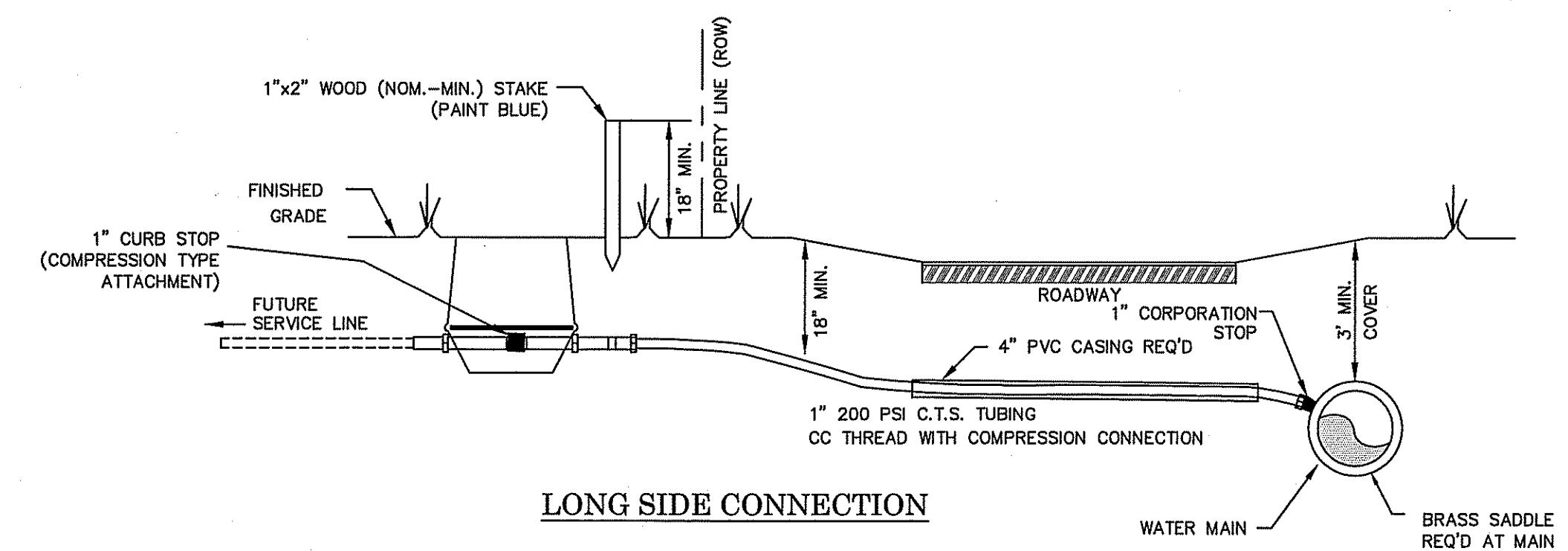
TYPICAL BLOCKING DETAILS



TYPICAL COUNTY/CITY ROADWAY CROSSING

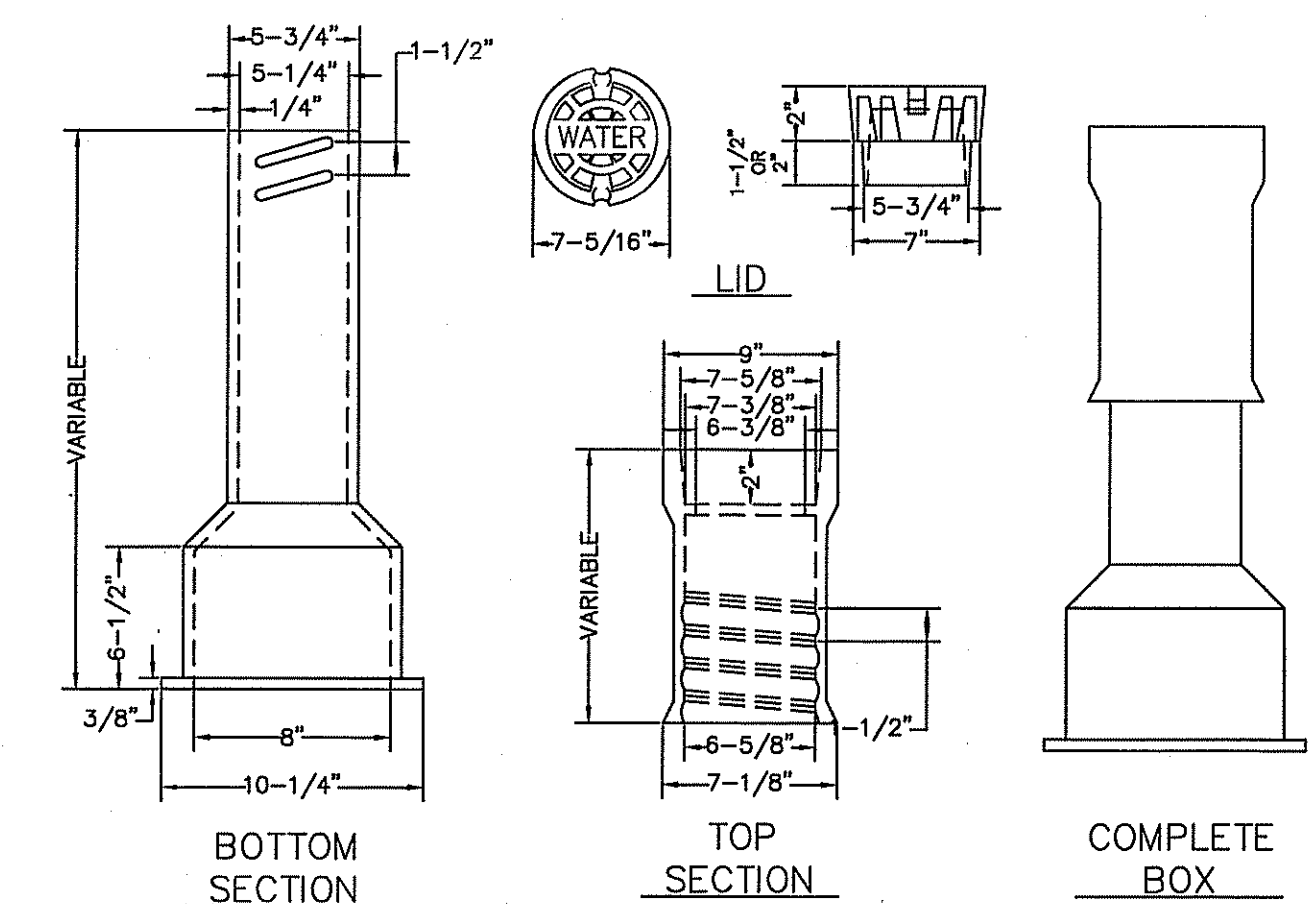


SHORT SIDE CONNECTION

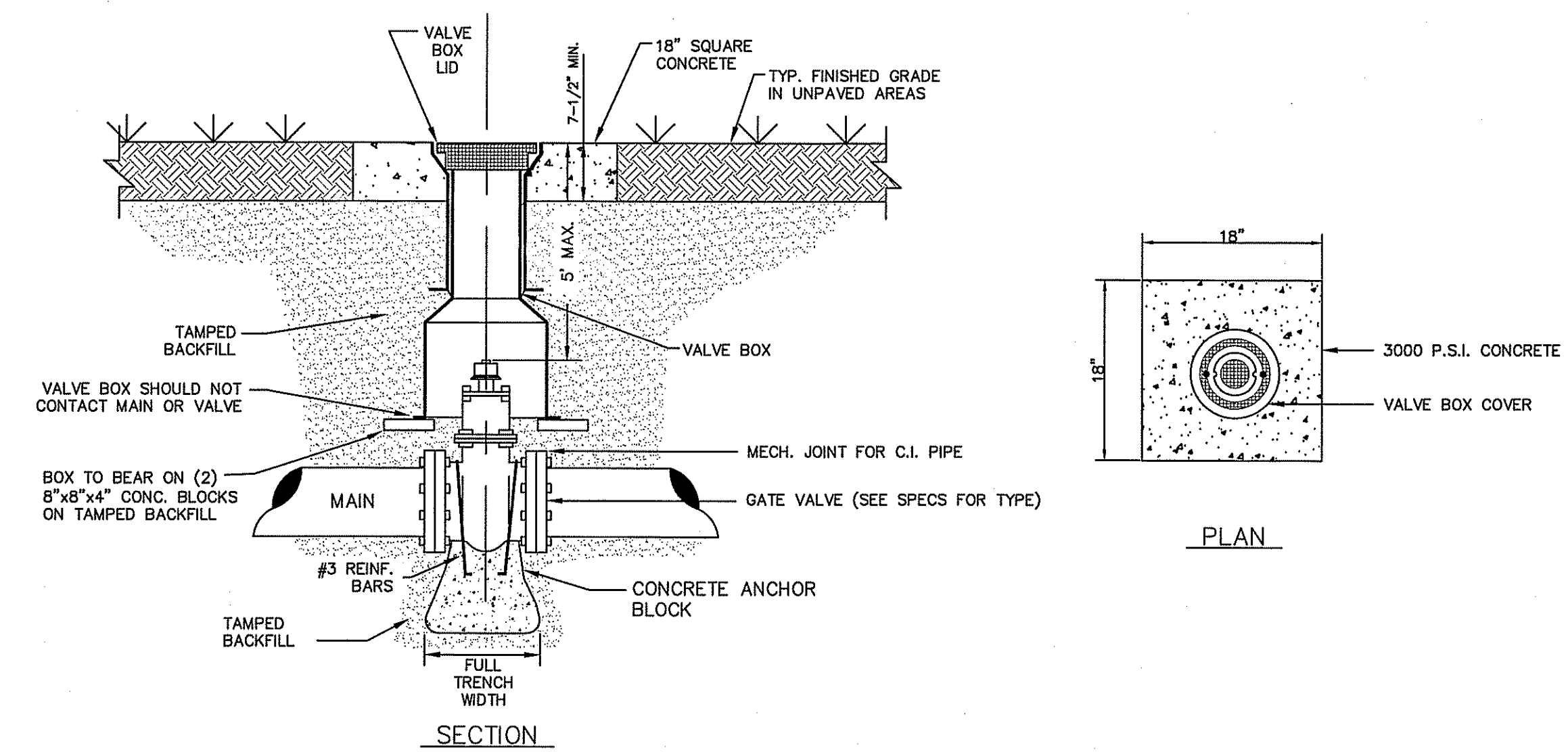


LONG SIDE CONNECTION

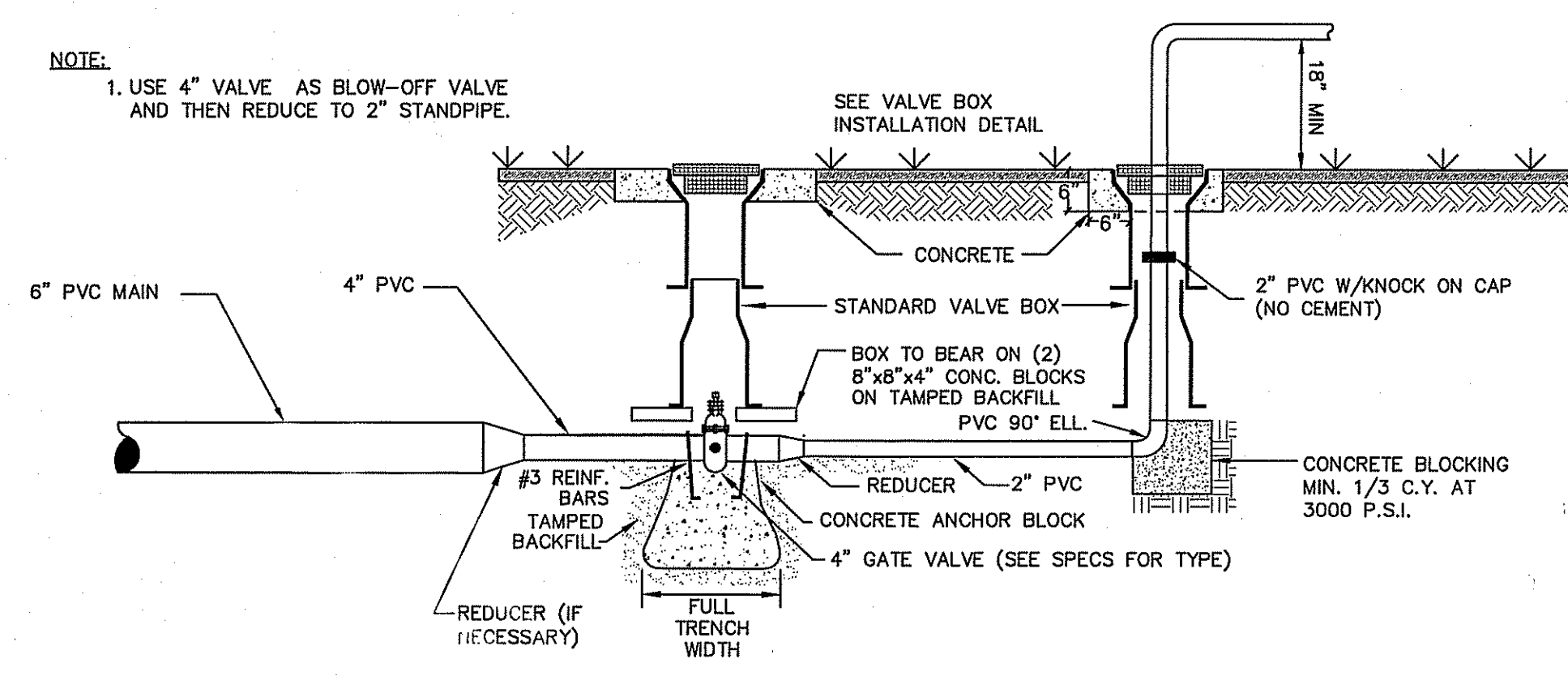
TYPICAL SERVICE CONNECTION DETAILS



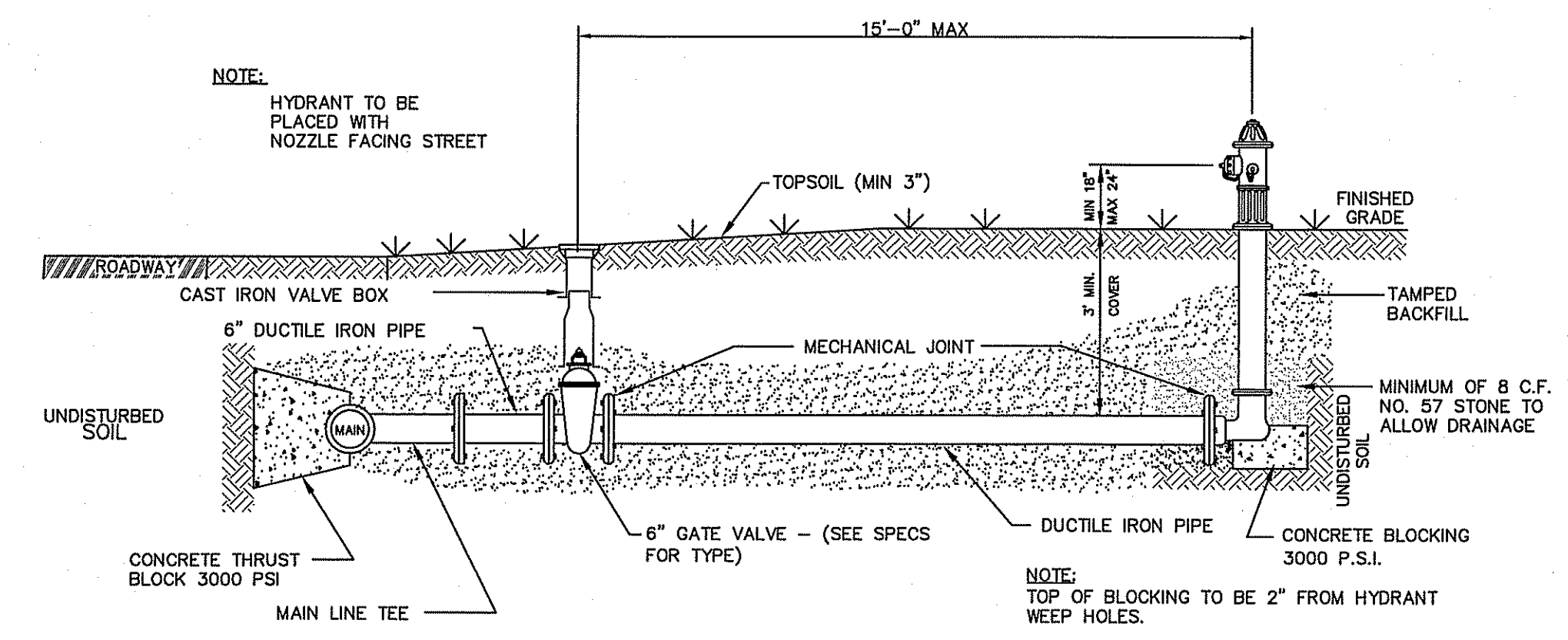
TYPICAL VALVE BOX DETAIL



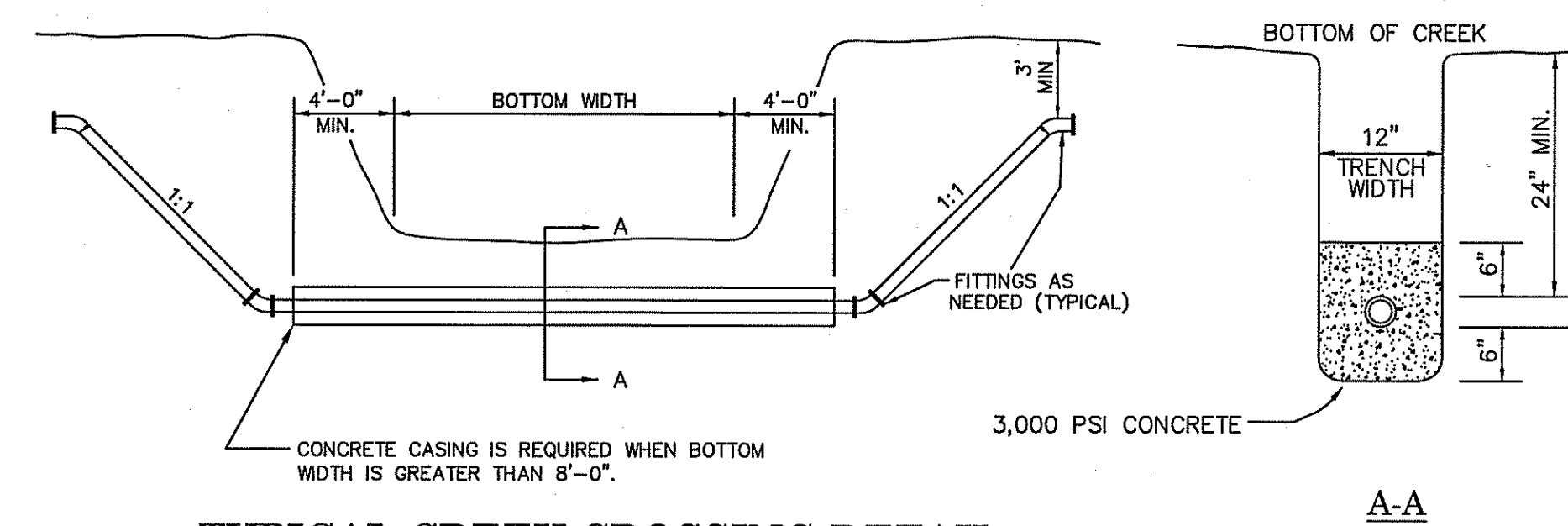
TYPICAL VALVE INSTALLATION DETAIL



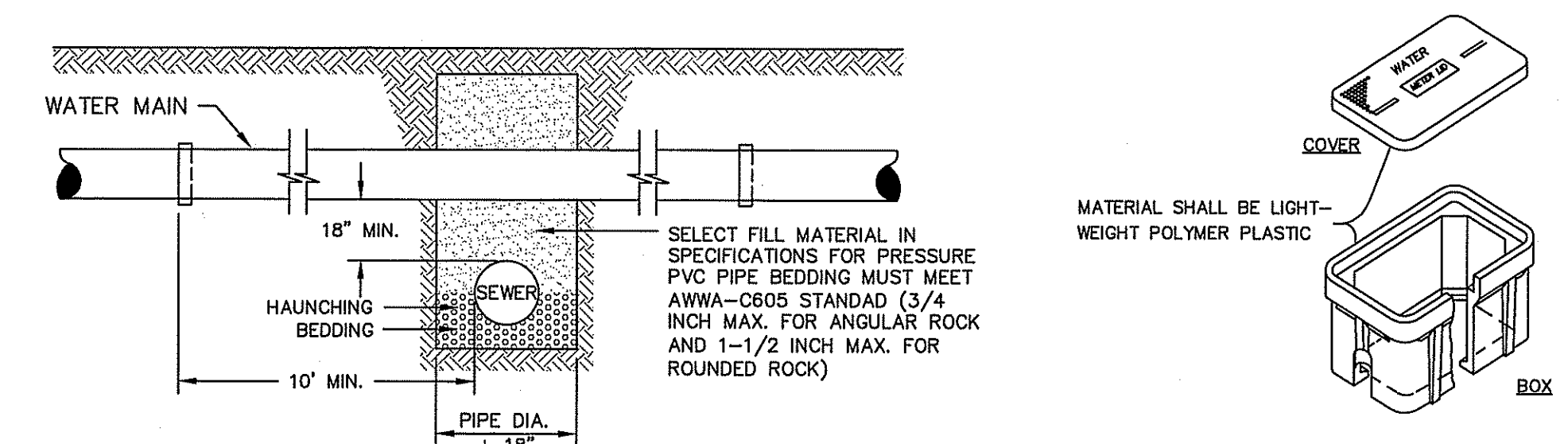
TYPICAL BLOWOFF ASSEMBLY DETAIL



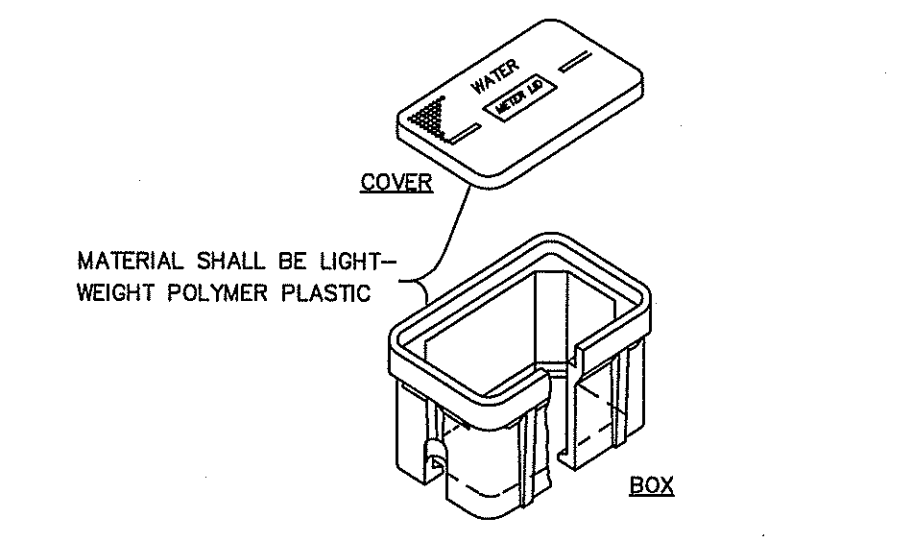
TYPICAL FIRE HYDRANT INSTALLATION DETAIL



TYPICAL CREEK CROSSING DETAIL



WATER-SEWER SEPARATION DETAIL



TYPICAL METER BOX DETAILS

EMS

ENGINEERING • MAPPING • SURVEYING
ENVIRONMENTAL MANAGEMENT SERVICES INC.
HATTIESBURG, MS 39404
(601) 444-8974 • (601) 444-8988 (FAX)

LAND MANAGEMENT LIMITED

PARKWAY BLVD.
HATTIESBURG, MS

SHEET TITLE

DOMESTIC WATER SUPPLY DETAILS

DATE

12-28-06

SCALE

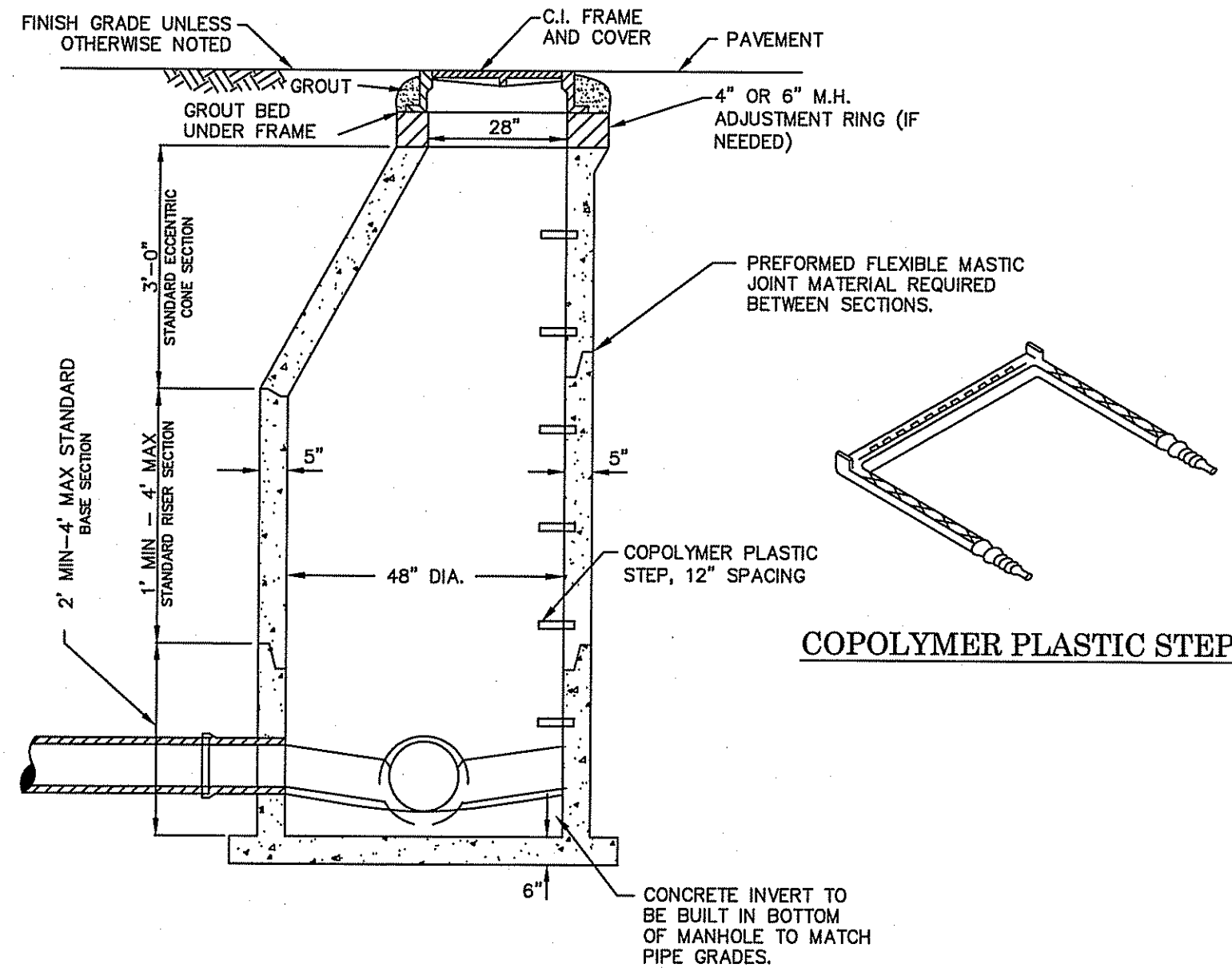
N.T.S.

SHEET NO.

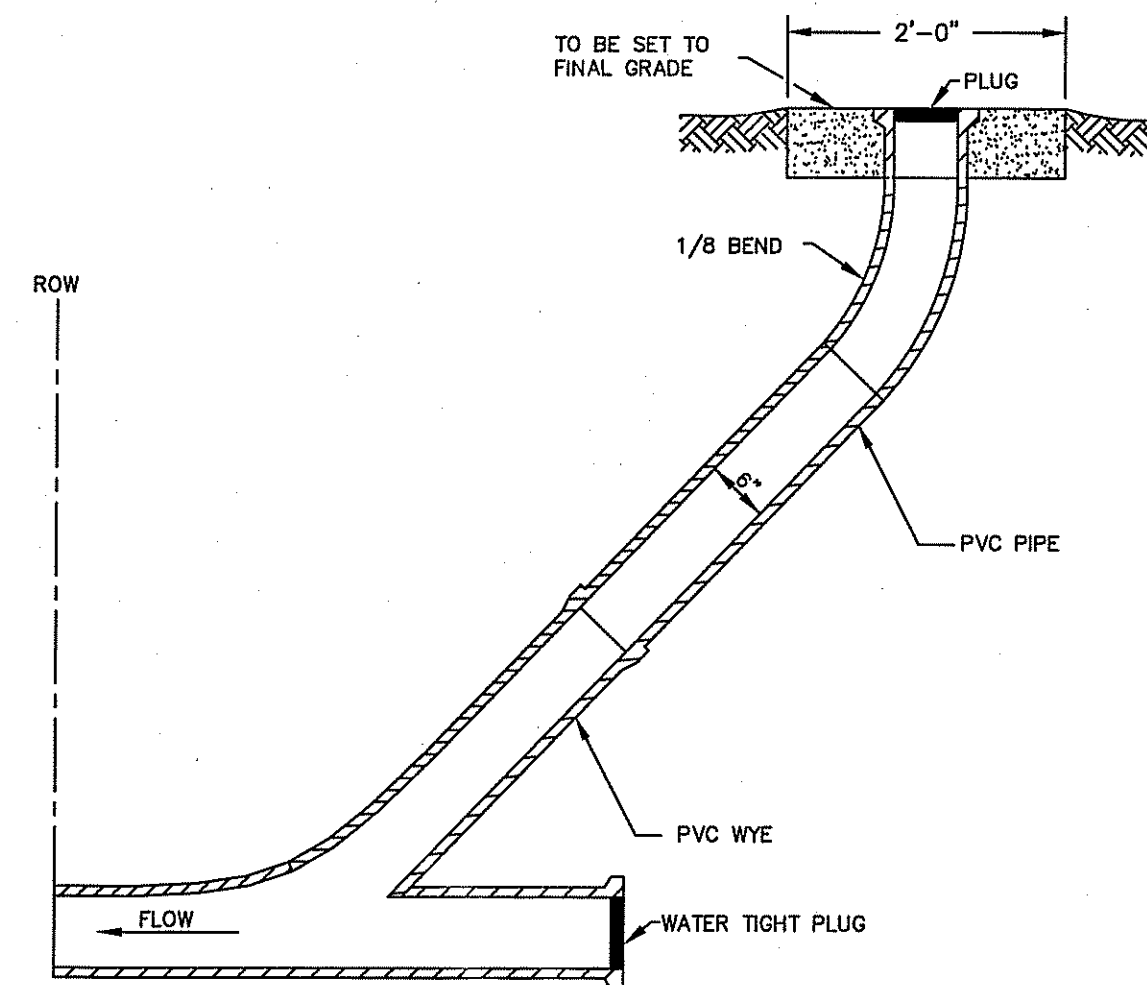
C-610

PROJECT NO.

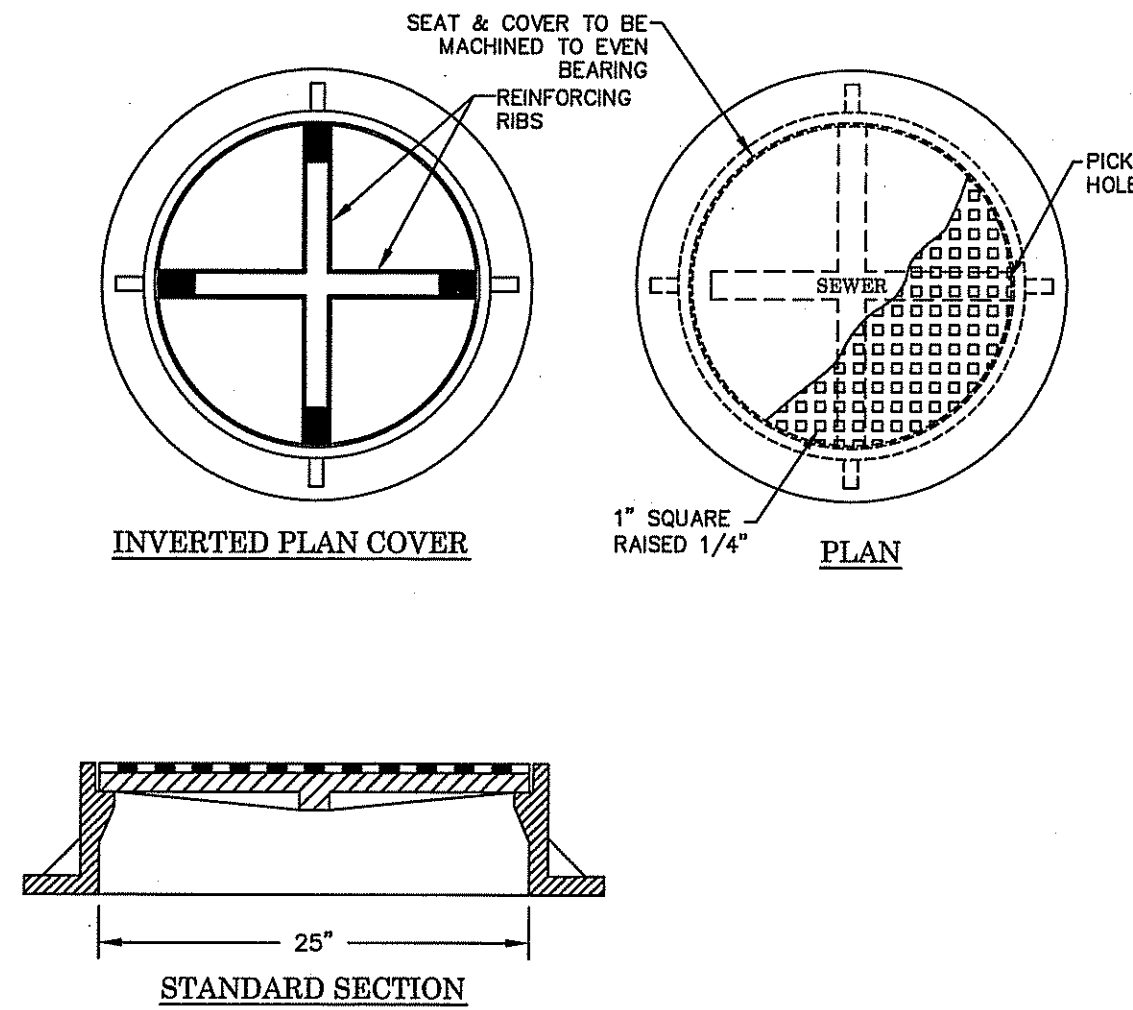
06HA051



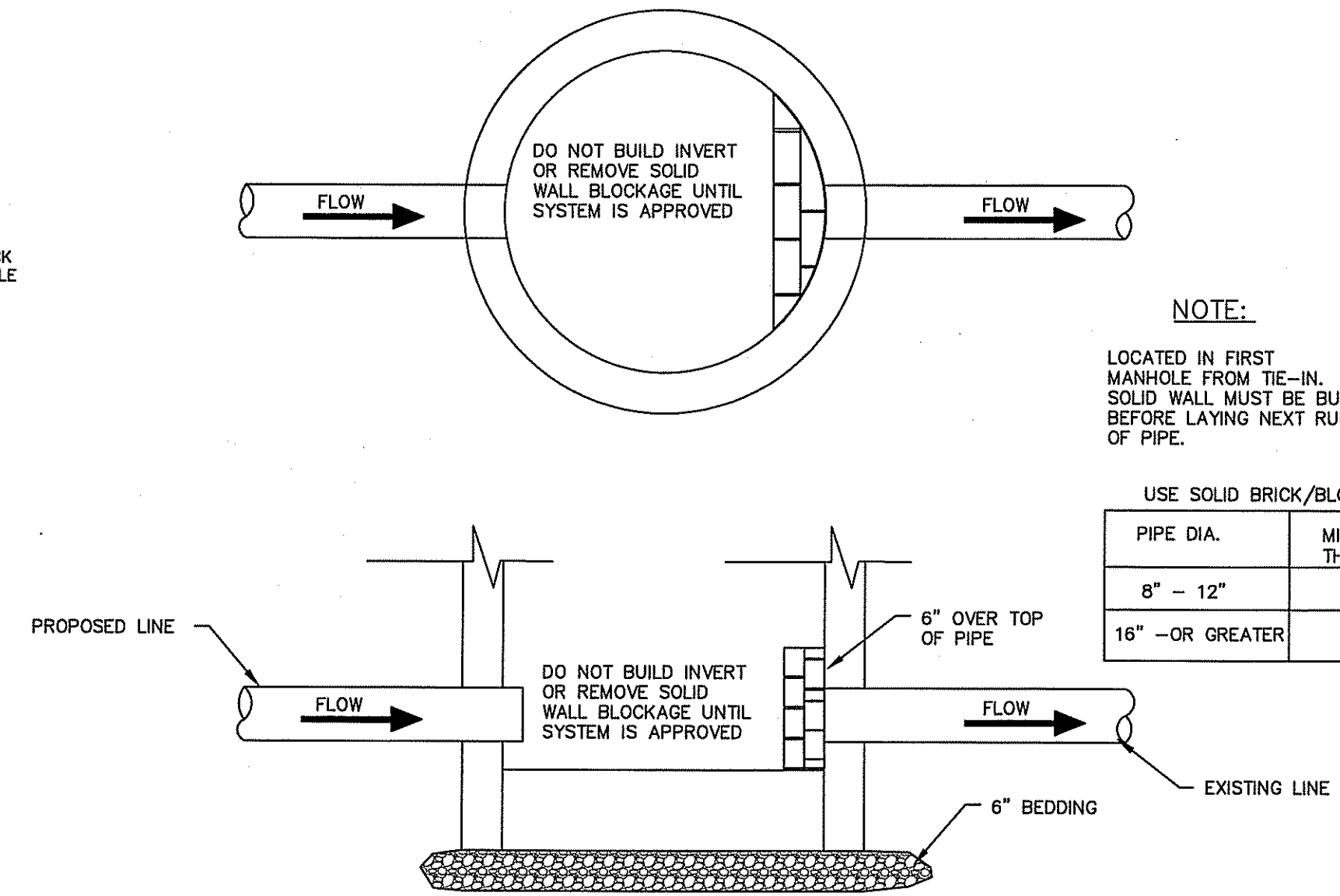
TYPICAL PRECAST MANHOLE DETAIL



TYPICAL STANDARD CLEANOUT
DETAIL



STANDARD MANHOLE COVER &
FRAME DETAIL

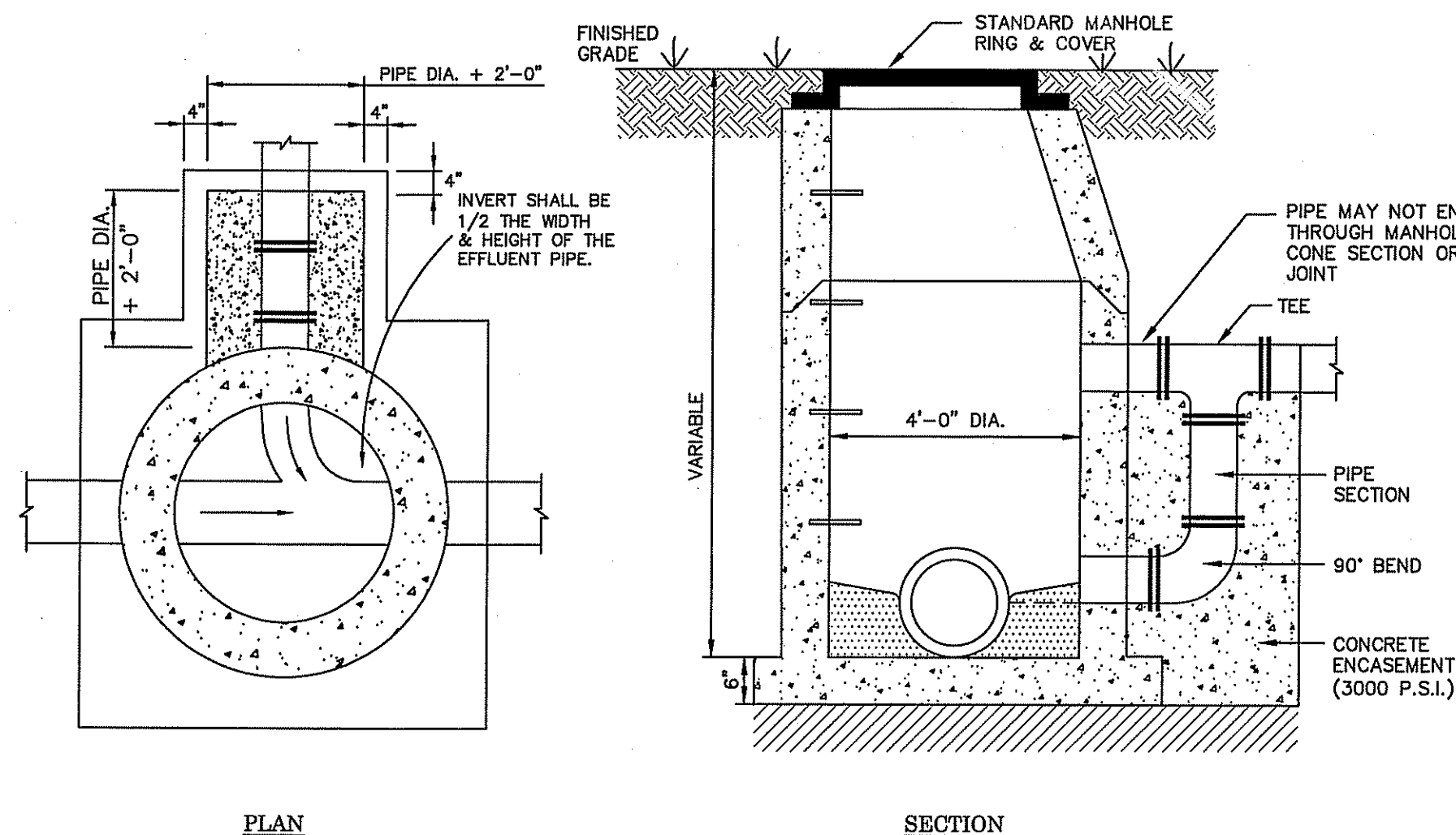


TYPICAL NEW CONSTRUCTION BLOCKING DETAIL

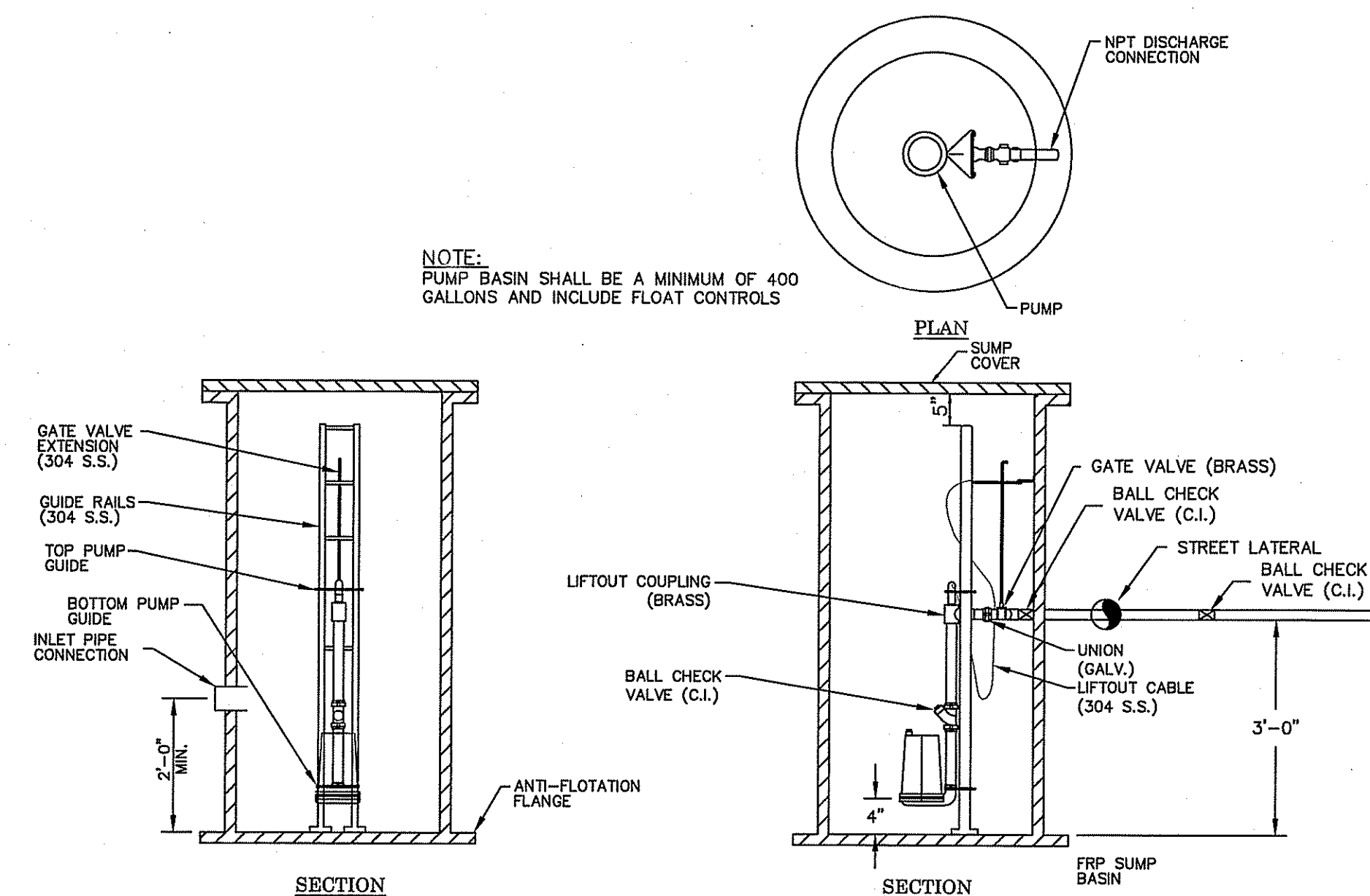
ALLOWABLE TIME (MIN:SEC) REQUIRED FOR PRESSURE DROP FROM 3-1/2 TO 2-1/2 PSIG
WHEN TESTING ONE PIPE DIAMETER ONLY

LENGTH OF LINE, FEET	PIPE DIAMETER, INCHES															
	4	6	8	10	12	15	18	21	24							
25	0:04	0:10	0:16	0:28	0:40	1:02	1:29	2:01	2:38							
50	0:09	0:20	0:35	0:55	1:19	2:04	2:58	4:03	5:17							
75	0:13	0:30	0:53	1:23	1:59	3:06	4:27	6:04	7:55							
100	0:18	0:40	1:10	1:50	2:38	4:08	5:56	8:05	10:34							
125	0:22	0:50	1:28	2:18	3:18	5:09	7:26	9:55	11:20							
150	0:26	0:59	1:48	2:45	3:58	6:11	8:30	10:55	12:06							
175	0:31	1:09	2:03	3:13	4:37	7:05	9:31	11:35	15:07							
200	0:35	1:19	2:21	3:40	5:17	10:12	13:36	18:31	21:10							
225	0:40	1:29	2:38	4:08	5:40	11:54	16:12	21:10	24:12							
250	0:44	1:39	2:56	4:35	6:03	13:36	18:31	24:12	27:13							
275	0:48	1:49	3:14	4:43	6:03	13:36	18:31	24:12	27:13							
300	0:53	1:59	3:31	5:00	6:03	13:36	18:31	24:12	27:13							
350	1:02	2:19	4:08	6:03	8:16	11:54	16:12	21:10	24:12							
400	1:10	2:38	4:43	6:03	8:16	11:54	16:12	21:10	24:12							
450	1:19	2:50	5:14	6:48	10:38	15:19	20:50	27:13	30:14							
500	1:28				10:38	15:19	20:50	27:13	30:14							

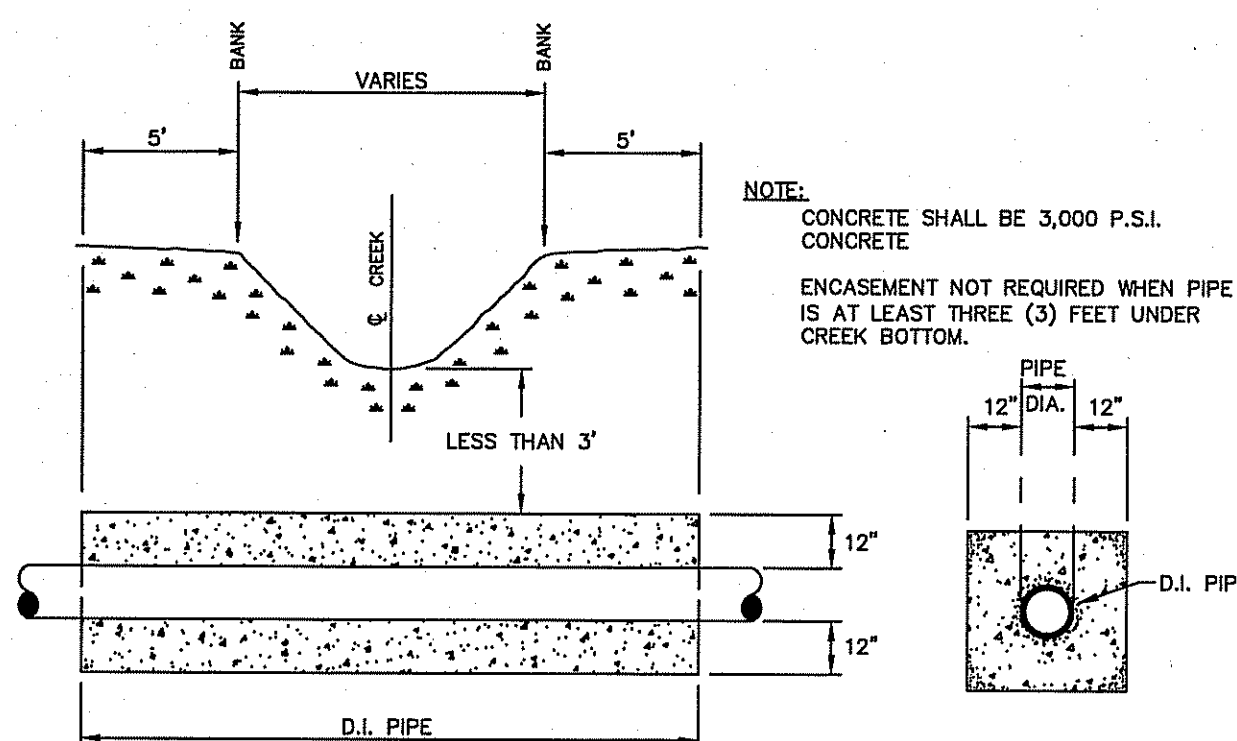
AIR TEST TABLE FOR SEWER



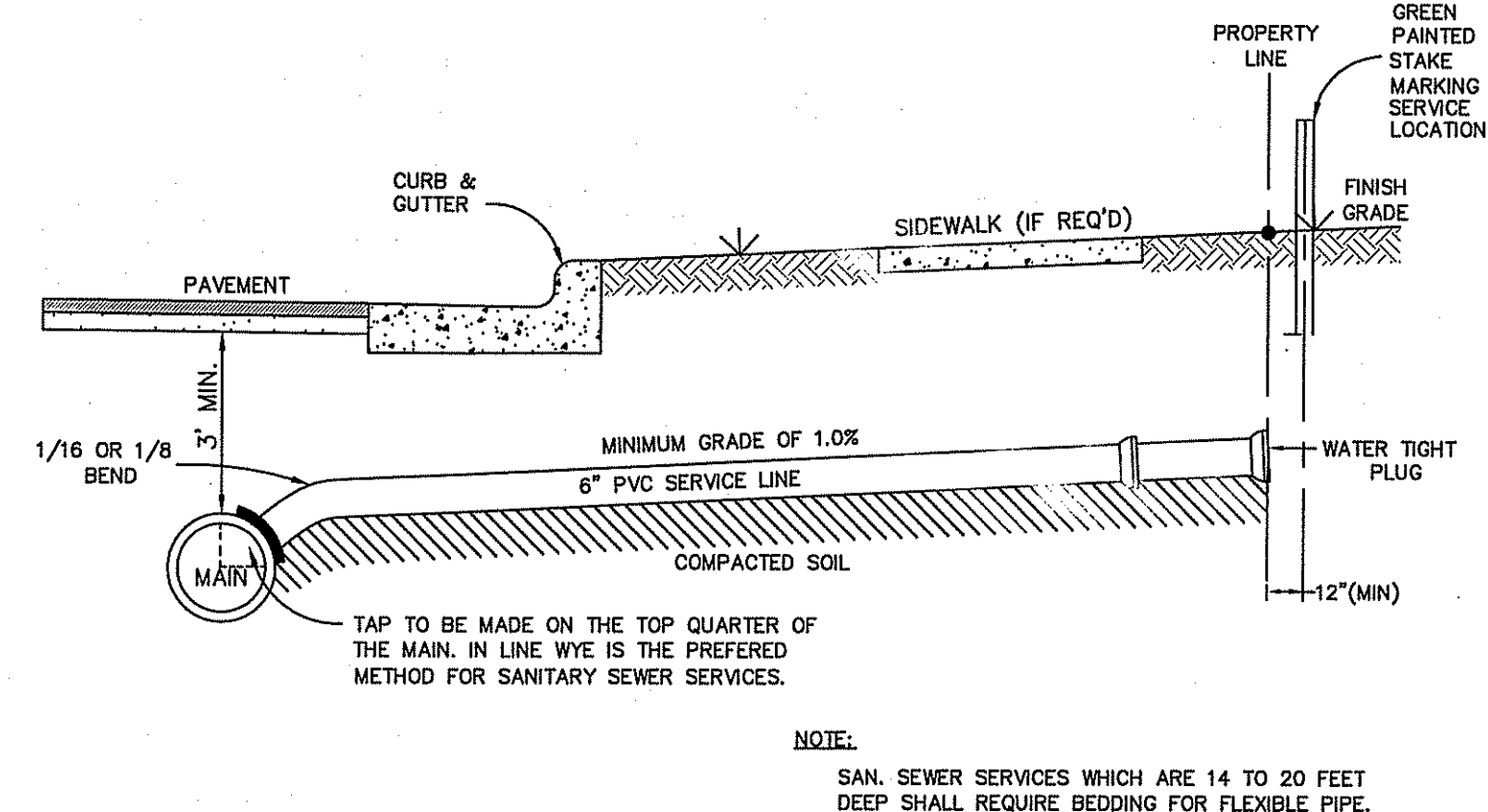
TYPICAL DROP MANHOLE DETAIL



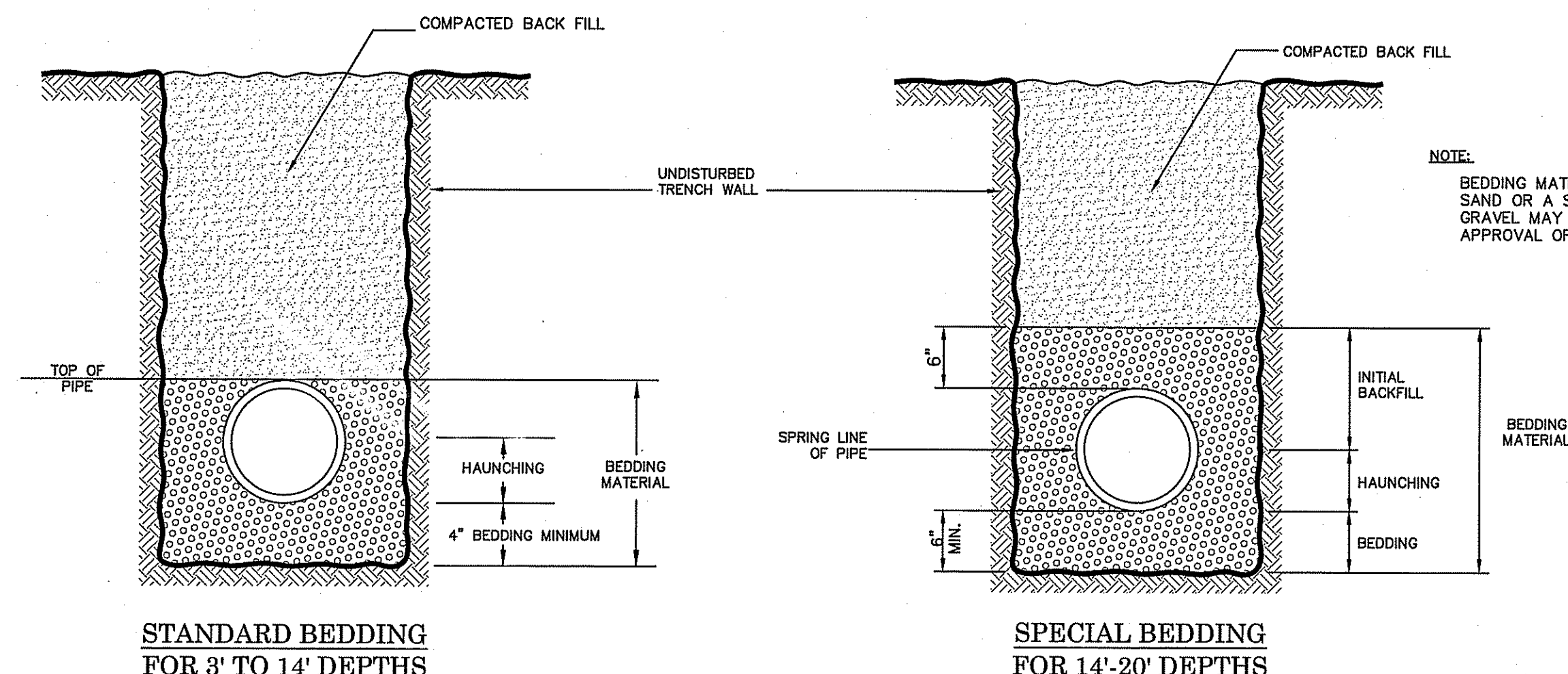
GRINDER PUMP AND BASIN DETAIL
(NOT USED THIS PROJECT)



CROSS SECTION
TYPICAL UNDER CREEK CROSSING



TYPICAL SERVICE LINE DETAIL



TYPICAL BEDDING DETAIL

- GENERAL NOTES:
1. ALL MANHOLES FOR THIS PROJECT SHALL BE STANDARD 48\"/>



City of Hattiesburg, MS

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

Master

File Number: 2012-0697

File ID: 2012-0697

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: USA Yeast - MDA Project #R-103-205-03-KED

Final Action: 04/17/2012

Minute Book Number: MB 2012-1/118

Title:

Authorize Mayor to execute duplicate original agreement with Jimmy G. Gouras, Urban Planning Consultants, Inc. for consulting services in connection with the Mississippi Development Authority Project #R-103-205-03-KED (USA Yeast wastewater pre-treatment) in an amount not to exceed \$100,000.00.

Notes:

Sponsors:

Enactment Date:

Attachments: USA Yeast - MDA Project #R-103-205-03-KED,
Executed Agree.USA Yeast

Enactment Number:

Contact:

Meeting Date: 04/17/2012

Drafter: Anita Bratcher

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/17/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Authorize Mayor to execute duplicate original agreement with Jimmy G. Gouras, Urban Planning Consultants, Inc. for consulting services in connection with the Mississippi Development Authority Project #R-103-205-03-KED (USA Yeast wastewater pre-treatment) in an amount not to exceed \$100,000.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Delgado, Carroll and Naylor							
Nays: 0							
Absent: 1 - Ware							
Yea: 4 President Bradley Council Member Delgado Council Member Carroll Council Member Naylor							

FEL-No Vote: 0

Text of Legislative File 2012-0697

Title

Authorize Mayor to execute duplicate original agreement with Jimmy G. Gouras, Urban Planning Consultants, Inc. for consulting services in connection with the Mississippi Development Authority Project #R-103-205-03-KED (USA Yeast wastewater pre-treatment) in an amount not to exceed \$100,000.00.

Summary

USA Yeast - MDA Project #R-103-205-03-KED

Budget Information

Expenditure Type

Purchasing Item

Publication Information

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 2012, by and between the City of Hattiesburg, Mississippi (hereinafter referred to as "Grantee"), and Jimmy G. Gouras, Urban Planning Consultants, Inc., (hereinafter referred to as "Contracted Party"), who agree and contract as follows:

WITNESSETH THAT:

WHEREAS, the Grantee is the recipient of Katrina Supplemental CDBG Program Economic Development Grant funds from the Mississippi Development Authority for Project #R-103-205-03-KED, which consists of providing wastewater pre-treatment equipment for USA Yeast Company; and

WHEREAS, the Grantee has requested proposals for professional CDBG administrative and management consultants to assist the Grantee in the administration and management of the Katrina Supplemental CDBG Economic Development project; and

WHEREAS, the firm of Jimmy G. Gouras Urban Planning Consultants, Inc., was selected by the Grantee to provide CDBG administrative and management services.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of Contracted Party. The Grantee hereby agrees to employ the Contracted Party, and the Contracted Party hereby agrees to perform services set forth hereinafter in connection with the Katrina Supplemental CDBG Economic Development Grant, which will be financed by grant funds from the Mississippi Development Authority (MDA).
2. Scope of Service. The Contracted Party agrees to satisfactorily render and provide services hereinafter set forth in Exhibit "A", Scope of Services.
3. Disposition of Work. All contract documents and similar work materials prepared by the Contracted Party in completing the scope of services, set forth as Exhibit "A", shall be the property of the Grantee.
4. Period of Performance. The services provided under this Agreement by the Contracted Party shall continue as long as is mutually agreeable to the parties hereto or until the project is closed out. The terms of the Agreement, specifically the "Scope of Services" and "Compensation" to the Contracted Party can, however, be reviewed annually and modified as is mutually agreeable to the two parties.
5. Termination for Convenience of Contracted Party. The Contracted Party may terminate this Agreement at any time by giving written notice to the Grantee of such termination and specifying the effective date thereof. Such written notice shall be furnished the Grantee at least thirty (30) days before the effective date of termination. In that event, all finished or unfinished documents and other materials shall become the property of the Grantee. In the event of termination for convenience by Contracted Party, all payments, after the date of termination, shall be forfeited to the Grantee, and any obligation by the Local Government to the Consultant shall be terminated.
6. Compensation Due to Contracted Party. The Grantee agrees to pay and the Contracted Party agrees to perform the services for a lump sum of \$100,000. The

Contracted Party shall invoice the Grantee in accordance with the payment schedule set forth in Exhibit "B".

7. Special Provisions and Regulations – U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program. If applicable, Contracted Party agrees to comply with all special provisions and regulations required by HUD as set out in "Exhibit C". The term "Applicant" in this exhibit is synonymous with the term "Grantee".
8. Certifications and Assurances – U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program. If applicable, Contracted Party agrees to comply with all certifications and assurances required by HUD and the Mississippi Development Authority as set out in "Exhibit D". The term "Applicant" in this exhibit is synonymous with the term "Grantee".
9. Successors and Assigns. The Grantee and Contracted Party each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns, or such party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal Liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Grantee and the Contracted Party.
10. Miscellaneous Provisions. This Agreement shall be construed in accordance with the laws of the State of Mississippi. In case one or more of the provisions in the Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, non-enforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any amendments to this agreement shall not be effective unless consented to, in writing, by both parties.

IN WITNESS WHEREOF, the City of Hattiesburg and the Contracted Party have executed this Agreement this the ____ day of _____ 2012.

Jimmy G. Gouras Urban
Planning Consultants, Inc.

By: _____
Olie B. Elfer, President

ATTEST:

The City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPrec, Ph.D., Mayor

ATTEST:

EXHIBIT "A"
SCOPE OF SERVICES

The Contracted Party shall do, perform, and carry out in a satisfactory and proper manner such work as the Grantee determines is necessary to accomplish the activities funded by the Katrina Supplemental Community Development Block Grant Program and specifically, the Economic Development Grant Program. Specific job tasks that the Contracted Party shall assist the Grantee in performing include, but are not necessarily limited to, the following:

A. **Application Preparation**

B. **General Services**

1. Establish a filing system to keep and maintain the necessary records as appropriate for implementation of the grant in accordance with applicable federal, state, and local rules and regulations. The filing system and records shall include, among other things, the following records:
 - a. Citizen Participation
 - b. Environmental
 - c. Procurement
 - d. Labor Standards
 - e. Acquisition
 - f. Relocation
 - g. Financial Management
 - h. Other Resources
 - i. Equal Opportunity
 - j. General Correspondence

C. **The Contracted Party shall be responsible for:**

1. Overall coordination of project activities;
2. Attending MDA/HUD monitoring visits, meetings, etc;
3. Establishing and maintaining financial records;
4. Preparing the necessary documentation to request funds from the State; and
5. Providing all other services considered normal administrative services within the course of this Agreement.

D. **Close-Out Project**

The Contracted Party shall be available at all times to assist the Grantee in performing such work in a satisfactory and proper manner as the Grantee deems necessary under this program. Specific job tasks that we, as the Contracted Party, shall perform shall not be limited to the above, but would conform to the specific needs of the Grantee.

EXHIBIT "B"

COMPENSATION DUE TO CONSULTANT AND METHOD OF PAYMENT

The Grantee agrees to pay the Contracted party in two phases. Phase I will include all services rendered pertaining to the application preparation, and Phase II will include all services rendered pertaining to administration and implementation of the Katrina Supplemental Community Development Block Grant Economic Development Project.

Phase I

- | | | |
|----|-------------------------|----------|
| 1. | Application Preparation | \$10,000 |
|----|-------------------------|----------|

Phase II

- | | | |
|----|---|-----------------|
| 1. | Completion of Environmental Review Procedure | \$ 6,500 |
| 2. | For services from Notification of Grant Award to Release of Funds from the Mississippi Development Authority including, but not limited to: Establishment of Local Government's record keeping and financial management system in accordance with all Federal and State laws and regulation; preparation of a Fair Housing and Section 3 Plan; preparation of all required Resolution; assist the Local Government in procuring professional services as needed; review of contracts for professional services; preparation of cost analysis for procurement of each professional service; review and approve grant agreements; and any other services necessary to implement the local Government's project. | \$ 6,500 |
| 3. | Beginning with the first month following the execution of the Construction contract, the Consultant will submit monthly invoices in the amount of \$5,583.33 for services rendered for twelve (12) consecutive months. | \$67,000 |
| 4. | Retainage for acceptance and approval of close-out documents by the Mississippi Development Authority . | <u>\$10,000</u> |

Total Compensation	\$100,000
---------------------------	------------------

EXHIBIT "C"
SPECIAL PROVISIONS AND REGULATIONS
STIPULATED BY
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

For the purpose of clarification, the Contracted Party shall refer to the firm providing professional services to the Grantee as specified in the contract to which this document is attached.

1. Access of Grantee, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books

The Contracted Party agrees to allow the Grantee, State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions.

2. Termination of Contract For Cause

If, through any cause, the Contracted Party shall fail to fulfill in timely and proper manner, his obligations under this Contract, or if the Contracted Party shall violate any of the covenants, agreements, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to the Grantee for damages sustained or the Grantee by virtue of any breach of the Contract by the Contracted Party. The Owner may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due the Grantee from the Contracted Party is determined.

3. Termination for Convenience of the Grantee

The Grantee may terminate this Contract any time by a notice in writing from the Grantee to the Contracted Party. If the Contract is terminated by the Owner as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made provided that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. Records

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed.

5. Health and Safety Standards

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

6. Environmental Compliance

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329).

7. Energy Efficiency

All participants in the projects shall recognize 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 (PL 94-163).

8. Changes

The Grantee may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contracted Party's compensation which are mutually agreed upon by and between the Grantee and the Contracted Party, shall be incorporated in written amendments to this Contract.

9. Personnel

The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such

personnel shall not be employees of or have any contractual relationship with the Grantee.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

10. Anti-Kickback Rules

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Engineer and contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. Withholding of Salaries

If in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontracted thereunder, the Grantee shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Grantee for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

12. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to the Grantee for the latter's decision which shall be final with respect thereto.

13. Equal Employment Opportunity

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or

Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

14. Anti-Discrimination Clauses

The Contracted Party will comply with the following clauses:

1. Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
2. Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and,
3. Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. Section 3 Clause

The Contracted Party will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 17010) requiring that to the

greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

16. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

17. Compliance with Local Laws

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

18. Subcontracting

None of the services covered by this Contract shall be subcontracted without prior written consent of the Grantee. The Contracted Party shall be as fully responsible to the Grantee for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

19. Assignability

The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Grantee provided that claims for money due or to become due the Contracted Party from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

20. Interest of Members of Local Public Agency and Others

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefits for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the

term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Sections 25-4-117 and 25-4-119, Mississippi Code Annotated (1972), which prescribes a criminal penalty for any public servant convicted of a violation of this Ethics in Government section.

21. Interest of Certain Federal Officers

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

22. Interest of Contractor

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

24. Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

25. Uniform Act Requirements

The Contracted Party will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) as specified in regulations issued by the Secretary of the Department of Housing and Urban Development and published in 24 CFR 570-1.

26. Lead-Based Paint Requirements

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

27. Compliance with Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

28. Flood Insurance Purchase Requirements

Both parties agree to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

29. Historic Preservation

Both parties agree to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 USC 469a-*et seq.*) by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 600.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

30. Program Monitoring

Both parties agree to assist and cooperate with the Federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

31. Discrimination Due to Beliefs

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

32. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of the Grantee.

33. Third-Party Contracts

The Grantee shall include in all contracts with Participating Parties receiving grant funds provisions requiring the following:

1. Each such Participating Party keeps and maintains books, records, and other documents relating directly to the receipt and disbursement of such grant funds; and,
2. Any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

The Grantee shall include in all contracts with Participating Parties a provision that each Participating Party agrees that any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this grant.

34. Excessive Force

The contracted parties will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any

individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

35. Architectural Barriers Act and Americans with Disabilities

The contracted parties will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e).

36. Environmental

The applicant will:

- (1) Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 (NEPA) and other provisions of law which further the purposes of the National Environmental Policy Act. Such other provisions of law which further the purposes of the NEPA are specified in regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and
- (2) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.

Its chief executive officer or other officer of applicant:

- (1) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR Part 58; and
- (2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.

It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469 a-1, et seq) by:

- (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register

of Historic Places that are subject to adverse effects of the proposed activities; and

- (2) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

It will comply with Executive Order Number 12898, issued February 11, 1994, by:

- (1) Focusing attention on the environment and health conditions in minority and low-income communities; and
- (2) Fostering non-discrimination in federal programs that substantially affect human health and the environment; and
- (3) Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.

37. Uniform Relocation

It will comply with the Uniform Relocation Assistance and Real Property acquisition policies Act of 1970, as amended, and Federal Implementing regulation at 49 CFR Part 24, and the requirements of Section 570.496a (including the requirement to provide a certification that the recipient is following a residential antidisplacement and relocation assistance plan under Section 104(d)) of the Act.

38. Code of Standards of Conduct

It will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter, which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of 24 CFR, Part 85.36.

39. Hatch Act

It will comply with the provisions of the Hatch Act 5 U.S.C. 1501 et seq), which limits the political activity of employees.

40. Lead Based Paint

It will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.

41. Use of Influence

The chief elected official certifies, to the best of his or her knowledge and belief, that:

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally 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 chief elected official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The subgrantee 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.

42. Cost Overruns

The subgrantee agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the subgrantee.

EXHIBIT "D"
CERTIFICATIONS/ASSURANCES

Certifications for applicants, waiver and alternative requirement. Section 91.325 of title 24 Code of Federal Regulations is waived. Each applicant must make the following certifications prior to receiving a CDBG disaster recovery grant:

- a. The applicant certifies that it will affirmatively further fair housing, which means that it will use the States analysis to identify impediments to fair housing choice within the applicants area, take appropriate actions to overcome the effects of any impediments identified through the States analysis, and maintain records reflecting the actions taken in this regard. (See 24 CFR 570.487(b)(2)(ii).)
- b. The applicant certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.
- c. The applicant certifies its compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.
- d. The applicant certifies it possesses the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this Notice.
- e. The applicant certifies that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for this grant.
- f. The applicant certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.
- g. The applicant certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.115 and 24 CFR 570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).
- h. The applicant certifies that it is complying with each of the following criteria:
 - (1) Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, and restoration of infrastructure in the most impacted and distressed areas related to the consequences of the Gulf Coast hurricanes of 2005 in communities included in Presidential disaster declarations.
 - (2) The applicant will not attempt to recover any capital costs of public improvements assisted with CDBG disaster recovery grant funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless

- 1) disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or
 - 2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (A).
- i. The applicant certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.
 - j. The applicant certifies that they have adopted and is enforcing:
 - (1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - (2) A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
 - k. The applicant certifies that it has the capacity to carry out disaster recovery activities in a timely manner.
 - l. The applicant certifies that it will not use CDBG Disaster Recovery funds for any activity in an area delineated as a special flood hazard area in FEMA's most current flood advisory maps unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain in accordance with Executive Order 11988 and 24 CFR part 55.
 - m. The applicant certifies that it will comply with applicable laws.

AGREEMENT

THIS AGREEMENT made and entered into this 17 day of April 2012, by and between the City of Hattiesburg, Mississippi (hereinafter referred to as "Grantee"), and Jimmy G. Gouras, Urban Planning Consultants, Inc., (hereinafter referred to as "Contracted Party"), who agree and contract as follows:

WITNESSETH THAT:

WHEREAS, the Grantee is the recipient of Katrina Supplemental CDBG Program Economic Development Grant funds from the Mississippi Development Authority for Project #R-103-205-03-KED, which consists of providing wastewater pre-treatment equipment for USA Yeast Company; and

WHEREAS, the Grantee has requested proposals for professional CDBG administrative and management consultants to assist the Grantee in the administration and management of the Katrina Supplemental CDBG Economic Development project; and

WHEREAS, the firm of Jimmy G. Gouras Urban Planning Consultants, Inc., was selected by the Grantee to provide CDBG administrative and management services.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of Contracted Party. The Grantee hereby agrees to employ the Contracted Party, and the Contracted Party hereby agrees to perform services set forth hereinafter in connection with the Katrina Supplemental CDBG Economic Development Grant, which will be financed by grant funds from the Mississippi Development Authority (MDA).
2. Scope of Service. The Contracted Party agrees to satisfactorily render and provide services hereinafter set forth in Exhibit "A", Scope of Services.
3. Disposition of Work. All contract documents and similar work materials prepared by the Contracted Party in completing the scope of services, set forth as Exhibit "A", shall be the property of the Grantee.
4. Period of Performance. The services provided under this Agreement by the Contracted Party shall continue as long as is mutually agreeable to the parties hereto or until the project is closed out. The terms of the Agreement, specifically the "Scope of Services" and "Compensation" to the Contracted Party can, however, be reviewed annually and modified as is mutually agreeable to the two parties.
5. Termination for Convenience of Contracted Party. The Contracted Party may terminate this Agreement at any time by giving written notice to the Grantee of such termination and specifying the effective date thereof. Such written notice shall be furnished the Grantee at least thirty (30) days before the effective date of termination. In that event, all finished or unfinished documents and other materials shall become the property of the Grantee. In the event of termination for convenience by Contracted Party, all payments, after the date of termination, shall be forfeited to the Grantee, and any obligation by the Local Government to the Consultant shall be terminated.
6. Compensation Due to Contracted Party. The Grantee agrees to pay and the Contracted Party agrees to perform the services for a lump sum of \$100,000. The

Contracted Party shall invoice the Grantee in accordance with the payment schedule set forth in Exhibit "B".

7. Special Provisions and Regulations - U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program. If applicable, Contracted Party agrees to comply with all special provisions and regulations required by HUD as set out in "Exhibit C". The term "Applicant" in this exhibit is synonymous with the term "Grantee".
8. Certifications and Assurances - U.S. Department of Housing and Urban Development HUD) Community Development Block Grant (CDBG) Program. If applicable, Contracted Party agrees to comply with all certifications and assurances required by HUD and the Mississippi Development Authority as set out in "Exhibit D". The term "Applicant" in this exhibit is synonymous with the term "Grantee".
9. Successors and Assigns. The Grantee and Contracted Party each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns, or such party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal Liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Grantee and the Contracted Party.
10. Miscellaneous Provisions. This Agreement shall be construed in accordance with the laws of the State of Mississippi. In case one or more of the provisions in the Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, non-enforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any amendments to this agreement shall not effective unless consented to, in writing, by both parties.

IN WITNESS WHEREOF, the City of Hattiesburg and the Contracted Party have executed this Agreement this the 17 day of April 2012.

Jimmy G. Gouras Urban
Planning Consultants, Inc.

By: Olie B. Elfer
Olie B. Elfer, President

ATTEST:

ATTEST:
Eddie R. Myers

The City of Hattiesburg, Mississippi

By: Johnny L. DuPree
Johnny L. DuPree, Ph.D., Mayor

EXHIBIT "A"
SCOPE OF SERVICES

The Contracted Party shall do, perform, and carry out in a satisfactory and proper manner such work as the Grantee determines is necessary to accomplish the activities funded by the Katrina Supplemental Community Development Block Grant Program and specifically, the Economic Development Grant Program. Specific job tasks that the Contracted Party shall assist the Grantee in performing include, but are not necessarily limited to, the following:

A. Application Preparation

B. General Services

1. Establish a filing system to keep and maintain the necessary records as appropriate for implementation of the grant in accordance with applicable federal, state, and local rules and regulations. The filing system and records shall include, among other things, the following records:
 - a. Citizen Participation
 - b. Environmental
 - c. Procurement
 - d. Labor Standards
 - e. Acquisition
 - f. Relocation
 - g. Financial Management
 - h. Other Resources
 - i. Equal Opportunity
 - j. General Correspondence

C. The Contracted Party shall be responsible for:

1. Overall coordination of project activities;
2. Attending MDA/HUD monitoring visits, meetings, etc;
3. Establishing and maintaining financial records;
4. Preparing the necessary documentation to request funds from the State; and
5. Providing all other services considered normal administrative services within the course of this Agreement.

D. Close-Out Project

The Contracted Party shall be available at all times to assist the Grantee in performing such work in a satisfactory and proper manner as the Grantee deems necessary under this program. Specific job tasks that we, as the Contracted Party, shall perform shall not be limited to the above, but would conform to the specific needs of the Grantee.

EXHIBIT "B"

COMPENSATION DUE TO CONSULTANT AND METHOD OF PAYMENT

The Grantee agrees to pay the Contracted party in two phases. Phase I will include all services rendered pertaining to the application preparation, and Phase II will include all services rendered pertaining to administration and implementation of the Katrina Supplemental Community Development Block Grant Economic Development Project.

Phase I		
1.	Application Preparation	\$10,000
Phase II		
1.	Completion of Environmental Review Procedure	\$ 6,500
2.	For services from Notification of Grant Award to Release of Funds from the Mississippi Development Authority including, but not limited to: Establishment of Local Government's record keeping and financial management system in accordance with all Federal and State laws and regulation; preparation of a Fair Housing and Section 3 Plan; preparation of all required Resolution; assist the Local Government in procuring professional services as needed; review of contracts for professional services; preparation of cost analysis for procurement of each professional service; review and approve grant agreements; and any other services necessary to implement the local Government's project.	\$ 6,500
3.	Beginning with the first month following the execution of the Construction contract, the Consultant will submit monthly invoices in the amount of \$5,583.33 for services rendered for twelve (12) consecutive months.	\$67,000
4.	Retainage for acceptance and approval of close-out documents by the Mississippi Development Authority .	<u>\$10,000</u>
Total Compensation		\$100,000

EXHIBIT "C"
SPECIAL PROVISIONS AND REGULATIONS
STIPULATED BY
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

For the purpose of clarification, the Contracted Party shall refer to the firm providing professional services to the Grantee as specified in the contract to which this document is attached.

1. Access of Grantee, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books

The Contracted Party agrees to allow the Grantee, State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions.

2. Termination of Contract For Cause

If, through any cause, the Contracted Party shall fail to fulfill in timely and proper manner, his obligations under this Contract, or if the Contracted Party shall violate any of the covenants, agreements, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to the Grantee for damages sustained or the Grantee by virtue of any breach of the Contract by the Contracted Party. The Owner may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due the Grantee from the Contracted Party is determined.

3. Termination for Convenience of the Grantee

The Grantee may terminate this Contract any time by a notice in writing from the Grantee to the Contracted Party. If the Contract is terminated by the Owner as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made provided that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. Records

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed.

5. Health and Safety Standards

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

6. Environmental Compliance

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329).

7. Energy Efficiency

All participants in the projects shall recognize 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 (PL 94-163).

8. Changes

The Grantee may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contracted Party's compensation which are mutually agreed upon by and between the Grantee and the Contracted Party, shall be incorporated in written amendments to this Contract.

9. Personnel

The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such

personnel shall not be employees of or have any contractual relationship with the Grantee.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

10. Anti-Kickback Rules

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Engineer and contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. Withholding of Salaries

If in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontracted thereunder, the Grantee shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Grantee for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

12. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to the Grantee for the latter's decision which shall be final with respect thereto.

13. Equal Employment Opportunity

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or

Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

14. Anti-Discrimination Clauses

The Contracted Party will comply with the following clauses:

1. Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
2. Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and,
3. Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance. Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. Section 3 Clause

The Contracted Party will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 17010) requiring that to the

greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

16. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

17. Compliance with Local Laws

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

18. Subcontracting

None of the services covered by this Contract shall be subcontracted without prior written consent of the Grantee. The Contracted Party shall be as fully responsible to the Grantee for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

19. Assignability

The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Grantee provided that claims for money due or to become due the Contracted Party from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

20. Interest of Members of Local Public Agency and Others

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefits for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the

term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Sections 25-4-117 and 25-4-119, Mississippi Code Annotated (1972), which prescribes a criminal penalty for any public servant convicted of a violation of this Ethics in Government section.

21. Interest of Certain Federal Officers

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

22. Interest of Contractor

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

24. Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

25. Uniform Act Requirements

The Contracted Party will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) as specified in regulations issued by the Secretary of the Department of Housing and Urban Development and published in 24 CFR 570-1.

26. Lead-Based Paint Requirements

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

27. Compliance with Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

28. Flood Insurance Purchase Requirements

Both parties agree to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

29. Historic Preservation

Both parties agree to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 USC 469a-*et seq.*) by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 600.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

30. Program Monitoring

Both parties agree to assist and cooperate with the Federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

31. Discrimination Due to Beliefs

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

32. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of the Grantee.

33. Third-Party Contracts

The Grantee shall include in all contracts with Participating Parties receiving grant funds provisions requiring the following:

1. Each such Participating Party keeps and maintains books, records, and other documents relating directly to the receipt and disbursement of such grant funds; and,
2. Any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

The Grantee shall include in all contracts with Participating Parties a provision that each Participating Party agrees that any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this grant.

34. Excessive Force

The contracted parties will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any

individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

35. Architectural Barriers Act and Americans with Disabilities

The contracted parties will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e).

36. Environmental

The applicant will:

- (1) Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 (NEPA) and other provisions of law which further the purposes of the National Environmental Policy Act. Such other provisions of law which further the purposes of the NEPA are specified in regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and
- (2) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.

Its chief executive officer or other officer of applicant:

- (1) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR Part 58; and
- (2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.

It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469 a-1, et seq) by:

- (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register

of Historic Places that are subject to adverse effects of the proposed activities; and

- (2) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

It will comply with Executive Order Number 12898, issued February 11, 1994, by:

- (1) Focusing attention on the environment and health conditions in minority and low-income communities; and
- (2) Fostering non-discrimination in federal programs that substantially affect human health and the environment; and
- (3) Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.

37. Uniform Relocation

It will comply with the Uniform Relocation Assistance and Real Property acquisition policies Act of 1970, as amended, and Federal Implementing regulation at 49 CFR Part 24, and the requirements of Section 570.496a (including the requirement to provide a certification that the recipient is following a residential antidisplacement and relocation assistance plan under Section 104(d)) of the Act.

38. Code of Standards of Conduct

It will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter, which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of 24 CFR, Part 85.36.

39. Hatch Act

It will comply with the provisions of the Hatch Act 5 U.S.C. 1501 et seq), which limits the political activity of employees.

40. Lead Based Paint

It will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.

41. Use of Influence

The chief elected official certifies, to the best of his or her knowledge and belief, that:

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally 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 chief elected official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The subgrantee 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.

42. Cost Overruns

The subgrantee agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the subgrantee.

EXHIBIT "D"
CERTIFICATIONS/ASSURANCES

Certifications for applicants, waiver and alternative requirement. Section 91.325 of title 24 Code of Federal Regulations is waived. Each applicant must make the following certifications prior to receiving a CDBG disaster recovery grant:

- a. The applicant certifies that it will affirmatively further fair housing, which means that it will use the States analysis to identify impediments to fair housing choice within the applicants area, take appropriate actions to overcome the effects of any impediments identified through the States analysis, and maintain records reflecting the actions taken in this regard. (See 24 CFR 570.487(b)(2)(ii).)
- b. The applicant certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.
- c. The applicant certifies its compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.
- d. The applicant certifies it possesses the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this Notice.
- e. The applicant certifies that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for this grant.
- f. The applicant certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.
- g. The applicant certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.115 and 24 CFR 570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).
- h. The applicant certifies that it is complying with each of the following criteria:
 - (1) Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, and restoration of infrastructure in the most impacted and distressed areas related to the consequences of the Gulf Coast hurricanes of 2005 in communities included in Presidential disaster declarations.
 - (2) The applicant will not attempt to recover any capital costs of public improvements assisted with CDBG disaster recovery grant funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless

- 1) disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or
 - 2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (A).
- i. The applicant certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.
 - j. The applicant certifies that they have adopted and is enforcing:
 - (1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - (2) A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
 - k. The applicant certifies that it has the capacity to carry out disaster recovery activities in a timely manner.
 - l. The applicant certifies that it will not use CDBG Disaster Recovery funds for any activity in an area delineated as a special flood hazard area in FEMA's most current flood advisory maps unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain in accordance with Executive Order 11988 and 24 CFR part 55.
 - m. The applicant certifies that it will comply with applicable laws.



City of Hattiesburg, MS

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

Master

File Number: 2012-0711

File ID: 2012-0711

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: Professional Services Agreement with Hattiesburg Resource Group (HRG) for the USA Yeast Company, LLC wastewater treatment equipment installation.

Final Action: 04/17/2012

Minute Book Number: mb 2012-1/118-119

Title:

Accept Agreement for Professional Services between the City of Hattiesburg and Hattiesburg Resource Group, LLC to provide engineering services for the project related to the installation of wastewater treatment equipment at USA Yeast Company, LLC, and authorize Mayor to execute four (4) copies of said agreement.

Notes:

Sponsors:

Enactment Date:

Attachments: HRG Prof Svcs Agreement

Enactment Number:

Contact:

Meeting Date: 04/17/2012

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	04/17/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Accept Agreement for Professional Services between the City of Hattiesburg and Hattiesburg Resource Group, LLC to provide engineering services for the project related to the installation of wastewater treatment equipment at USA Yeast Company, LLC, and authorize Mayor to execute four (4) copies of said agreement.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Delgado, Carroll and Naylor							
Nays: 0							
Absent: 1 - Ware							

Yea: 4 President Bradley
Council Member Delgado
Council Member Carroll
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2012-0711

Title

Accept Agreement for Professional Services between the City of Hattiesburg and Hattiesburg Resource Group, LLC to provide engineering services for the project related to the installation of wastewater treatment equipment at USA Yeast Company, LLC, and authorize Mayor to execute four (4) copies of said agreement.

Summary

Accept Agreement for Professional Services between the City of Hattiesburg and Hattiesburg Resource Group, LLC to provide engineering services for the project related to the installation of wastewater treatment equipment at USA Yeast Company, LLC, and authorize Mayor to execute four (4) copies of said agreement.

Budget Information

Expenditure Type

Regular Budget Item

Purchasing Item

Regular Purchase

Publication Information

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE CITY OF HATTIESBURG

AND

HATTIESBURG RESOURCE GROUP, L.L.C.

This is an Agreement made on _____, 2012, between the **CITY OF HATTIESBURG**, the **OWNER**, and **HATTIESBURG RESOURCE GROUP, L.L.C.**, the **ENGINEER**.

The **OWNER** intends to initiate a project funded by the Mississippi Development Authority which will procure specialty wastewater treatment equipment to be installed by USA Yeast Company, LLC and is described in more detail in **Exhibit A, Project Description**, and hereinafter called the "**Project**."

The **OWNER** and the **ENGINEER**, in consideration of the mutual covenants herein, agree with respect to the performance of professional engineering services by the **ENGINEER** with respect to the **Project** and the payment for these services by the **OWNER** as set forth herein.

Hattiesburg Resource Group, L.L.C.

SECTION 1 — BASIC SERVICES OF ENGINEER

1.1 **ENGINEER** shall provide for **OWNER** professional engineering services for all phases of the **Project** to which this **Agreement** applies as hereinafter provided. These services will include serving as **OWNER's** professional engineering representative for the **Project**, providing consultation and advice and furnishing customary engineering services.

1.2 When authorized in writing by **OWNER**, **ENGINEER** shall provide Basic Services for the Construction Phase of the **Project** in accordance with Exhibit C, "Scope of Construction Phase Services."

SECTION 2 — ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by **OWNER**, **ENGINEER** shall provide, or obtain from other qualified persons or firms, Additional Services which are not included as part of the Basic Services specified in Section 1. Additional Services shall include, but are not limited to, the following:

2.1. Services related to subsurface explorations and geotechnical analysis to determine subsurface conditions and parameters.

2.2. Services resulting from significant changes in the general scope, extent or character of the

Project designed or specified by **ENGINEER** or its design including, but not limited to, changes in size, complexity, **OWNER's** schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond **ENGINEER's** control.

2.3. Preparing documents for alternate bids requested by **OWNER** for work which is not executed or documents for out-of-sequence work.

2.4. Services resulting from the award of more than one separate prime contract for construction, materials or equipment for the **Project** unless multiple awards were contemplated and included as part of Basic Services in Section 1.

2.5. Assistance in connection with rebidding or renegotiating contracts which involve modifying the Contract Documents to revise the **Project's** general scope, extent or character as necessary to reduce or increase the Contract Cost to bring it within the cost limit.

2.6. Preparing to serve or serving as a consultant or witness for **OWNER** in any litigation,

arbitration or other legal or administrative proceeding involving the **Project**.

2.7. Services in making revisions to Contract Documents occasioned by the acceptance of substitutions proposed by the selected equipment Provider; and services after the award of the contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by the selected equipment Provider.

2.8. Services resulting from significant delays in Project schedule which occurred through no fault of **ENGINEER**.

2.9. Additional or extended services during construction made necessary by (a) work damaged by fire or other cause during construction; (b) a significant amount of defective, neglected or delayed work of Contractor or supplier; (c) protracted or extensive assistance in the startup or utilization of any equipment or system; (d) acceleration of the progress schedule involving services beyond normal working hours; and (e) default or bankruptcy by the selected equipment Provider.

2.10. Evaluating an unreasonable claim or an excessive number of claims submitted by the selected equipment Provider or others in connection with the **Project**.

2.11. Services during out-of-town travel required of **ENGINEER** other than visits to the **Project** site or **OWNER's** office unless such travel was contemplated and included as part of Basic Services in Section I.

2.12. Additional Services in connection with the **Project**, including services which are to be furnished by **OWNER** in accordance with Section 3 and services not otherwise provided for in Basic Services as specified in Section 1 of this **Agreement**.

SECTION 3 — OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of **ENGINEER** and bear all costs incident thereto:

3.1. Designate in writing a person to act as **OWNER's** representative with respect to the services to be rendered under this **Agreement**. Such person shall have complete authority to transmit instructions, receive information, and interpret and define **OWNER's** policies and decisions with respect to **ENGINEER's** services for the **Project**.

3.2. Provide all criteria and full information as to **OWNER's** requirements for the **Project**, including completed design drawings and technical specifications; space, capacity and performance requirements; and

flexibility, expendability, and any budgetary limitations. Also furnish copies of design and construction standards which **OWNER** will require to be included in the Contract Documents.

3.3. Assist **ENGINEER** by placing at **ENGINEER's** disposal available information pertinent to the **Project** including previous reports; geotechnical information; utility locations; property descriptions, zoning, deed and other land use restrictions; and any other data relative to design or construction of the **Project**. **ENGINEER** shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the **OWNER**.

3.4. Arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this **Agreement**.

3.5. Examine studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER** and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.

3.6. Acquire property for easements and rights-of-way required for construction of the **Project**.

3.7. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **ENGINEER's** services, or any defect or nonconformance in the work of the **ENGINEER** or of any other parties.

SECTION 4 — PERIOD OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for **ENGINEER's** services provided for elsewhere in this **Agreement** have been agreed to in anticipation of the orderly and continuous progress of the **Project** through completion of all phases to which this **Agreement** applies. Specific periods of time and/or completion dates for rendering services are set forth in **Exhibit D, "Compensation."**

4.2. If **OWNER** requests modifications or changes in the scope, extent or character of the **Project**, or if periods of time and/or completion dates are exceeded through no fault of **ENGINEER**, the period of service and amount of compensation for **ENGINEER's** services shall be adjusted equitably.

4.3. In the event that the work designed or specified by **ENGINEER** is to be performed under more than one prime construction contract, the period of service and/or amount of compensation for

ENGINEER's services shall be adjusted equitably unless multiple awards were contemplated and included as part of Basic Services in Section 1.

SECTION 5 — PAYMENTS TO ENGINEER

5.1. **Methods of Payment.** OWNER shall pay ENGINEER for Basic Services rendered under Section 1 and Additional Services rendered under Section 2 in accordance with the provisions of Exhibit D, "Payments to Engineer."

5.2. **Times of Payment.** ENGINEER shall submit monthly statements for Basic and Additional Services rendered. For lump sum and percentage methods of payment, statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. For cost-plus-fixed-fee method of payment, the amount of fixed fee billed will be based on the proportion of the costs incurred at the time of billing to the maximum allowable costs established for this Agreement. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3. **Delinquent Payments.** The OWNER recognizes time is critical with respect to payment of the ENGINEER's statements, and that timely payment is a material part of the consideration of this Agreement. ENGINEER's statements shall be due

and payable within 30 calendar days of statement date. If OWNER objects to all or any portion of an invoice, OWNER shall notify the ENGINEER within 14 calendar days of the invoice date, identify the cause of the disagreement and pay when due that portion of the statement not in dispute. If OWNER fails to make any payment due ENGINEER for services and expenses, excepting any portion of the statement in dispute, within 60 calendar days after receipt of ENGINEER's statement, the amounts due ENGINEER shall include a charge at the rate of one percent per month from the 60th day unless special arrangements have been previously made and agreed to by both parties in writing. Payment will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

5.4. **Termination Payment.** In the event of termination by OWNER or ENGINEER under Paragraph 6.2, OWNER shall pay ENGINEER for services and expenses provided to date of termination in accordance with the methods of payment specified in Paragraph 5.1.

5.5. **Records of Costs.** Records of costs pertinent to ENGINEER's compensation will be kept

in accordance with generally accepted accounting principals. **ENGINEER** is only obligated to maintain these records for a period of three years following date of final payment for services rendered under this **Agreement**.

SECTION 6 — GENERAL TERMS AND CONDITIONS

6.1. Construction Cost.

6.1.1. Opinions of Cost. Since **ENGINEER** has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's or Manufacturer's methods of determining prices, or over competitive bidding or market conditions, **ENGINEER's** opinions of probable Construction Cost provided for herein are to be made on the basis of experience and available information and represent **ENGINEER's** best judgment as,; but **ENGINEER** cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by **ENGINEER**.

6.1.2. Project Cost Budget. If a Project Cost budget is established by written agreement between **OWNER** and **ENGINEER** and specifically set forth in this **Agreement** as a condition thereto, the following will apply:

6.1.2.1. The acceptance by **OWNER** at any time during the provision of services under this **Agreement** of a revised opinion of probable Project Cost in excess of the then established budget will constitute a corresponding revision in the Project Cost budget to the extent indicated in such revised opinion.

6.1.2.2. Any Project Cost budget so established will include a contingency of 10 percent unless another amount is agreed upon in writing.

6.1.2.3. ENGINEER will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents and to make reasonable adjustments in the extent of the **Project** to bring it within the budget.

6.1.2.4. If proposals or bids have not been obtained within six months after completion of the Design Phase, the established Project Cost budget will not be binding on **ENGINEER**, and **OWNER** shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Design Phase and the date on which proposals or bids are sought.

6.1.2.5. Use of an estimated or actual Project Cost of the project as a basis of payment to the **ENGINEER**

shall not be construed to mean that a t budget has been established for the **Project**.

6.2. **Termination.** The obligation to provide further services under this **Agreement** may be terminated by either party upon 30 calendar days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.3. **Suspension.** Upon 14 calendar days' written notice to the **ENGINEER**, the **OWNER** may suspend the **ENGINEER's** work. Suspension for any reason exceeding 60 calendar days shall, at the **ENGINEER's** option, make this **Agreement** subject to re-negotiation or termination as provided for elsewhere in this **Agreement**. Any suspension shall extend the period of service in a manner that is satisfactory to both the **OWNER** and the **ENGINEER**.

6.4. **Ownership and Reuse of Documents.**

6.4.1. Contract Documents and reports prepared by **ENGINEER** pursuant to this **Agreement** shall be the property of the **OWNER**. **ENGINEER** shall have the right to retain copies of all documents for his files.

6.4.2. Contract Documents prepared or furnished by **ENGINEER** and **ENGINEER's**

independent professional associates and consultants, pursuant to this **Agreement** are instruments of service with respect to the **Project**. These documents are not intended or represented to be suitable for reuse by **OWNER** or others on extensions of the **Project** or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **OWNER's** sole risk and without liability or legal exposure to **ENGINEER**, or to **ENGINEER's** independent professional associates or consultants. **OWNER** shall indemnify and hold harmless **ENGINEER** and **ENGINEER's** independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle **ENGINEER** to further compensation at rates to be agreed upon by **OWNER** and **ENGINEER**.

6.5. **Insurance.**

6.5.1. The **ENGINEER** maintains workers' compensation insurance coverage and unemployment compensation coverage in an amount as required by state law; comprehensive general liability insurance with maximum limits of \$500,000/\$1,000,000; automotive liability insurance with maximum limits of

\$500,000/\$500,000; and professional liability insurance with an annual limit of \$500,000.

6.5.2. **OWNER** recognizes that the insurance market can be erratic and **ENGINEER** cannot guarantee to maintain the coverages identified above. **ENGINEER** will endeavor to do so, within the context of prudent business practices, and will notify the **OWNER** of any change in coverage no later than 10 calendar days after **ENGINEER** becomes aware of such change. If coverage is withdrawn or if replacement policy will afford inadequate protection and/or will require a significantly increased premium when compared to prior coverage, the **ENGINEER** and the **OWNER** shall confer as to alternatives available, if any, and shall bargain in good faith in an attempt to achieve conditions acceptable to both.

6.6. **Personnel and Facilities.** The **ENGINEER** has, or will secure at his own expense, personnel, equipment and other materials and supplies required to perform the services under this **Agreement** within the period of service set forth in Section 4. **ENGINEER** may subcontract a portion of these services, but these Subcontractors shall be subject to written approval by the **OWNER**. Such personnel shall not be employees of nor have contractual relationship with the **OWNER**.

6.7. **Accounting System.** The **ENGINEER** shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The **OWNER** reserves the right to audit the **ENGINEER's** accounts which relate to services provided under this **Agreement**.

6.8. **Successors and Assigns.** Neither **OWNER** nor **ENGINEER** shall assign any interest in this **Agreement** without the prior written consent of the other and in no case shall assignment relieve assignor from liability under this **Agreement**. This **Agreement** shall bind the successors and legal representatives of both parties. Nothing in this **Agreement** shall give any rights or benefits to anyone other than **OWNER** and **ENGINEER**.

6.9. **Relationship.** The **OWNER** has retained **ENGINEER** to provide professional services. These parties have not entered into any joint venture or partnership with the other. The **ENGINEER** is not to be considered the agent of the **OWNER**.

6.10. **Standard of Care.** The **ENGINEER** will strive to perform services under this **Agreement** in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or

implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

6.11. Indemnification.

6.11.1. To the fullest extent permitted by law, the **ENGINEER** agrees to hold harmless and indemnify **OWNER** from and against liability arising out of **ENGINEER's** negligent performance of professional services under this Agreement. It is specifically understood and agreed that in no case shall the **ENGINEER** be required to pay an amount disproportional to **ENGINEER's** culpability, or any share of any amount levied to recognize more than actual economic damages.

6.11.2. To the fullest extent provided by law, the **OWNER** agrees to hold harmless and indemnify **ENGINEER** from and against liability arising out of **OWNER's** negligence. It is specifically understood and agreed that in no case shall the **OWNER** be required to pay an amount disproportional to **OWNER's** culpability, or any share of any amount levied to recognize more than actual economic damages.

6.11.3. In the event of joint or concurrent negligence of **ENGINEER** and **OWNER**, each shall bear that portion of the loss or expense that its share of

the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

6.11.4. The **OWNER** shall not be liable to the **ENGINEER** and the **ENGINEER** shall not be liable to the **OWNER** for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the **OWNER**, or the **ENGINEER** or their employees, agents or subcontractors.

6.12. Recovery of Dispute Resolution Costs. In the event that legal action is brought by either party against the other, the prevailing party shall be reimbursed by the other for the prevailing party's legal costs, in addition to whatever other judgments or settlement amounts, if any, may be due.

6.13. Compliance with Codes and Standards. The **ENGINEER's** professional services shall incorporate those publicly announced federal, state and local laws, regulations, codes and standards that are applicable at the time the services are rendered. In the event of a change in a law, regulation, et al., the **ENGINEER** shall assess its impact. If, in the **ENGINEER's** professional opinion, the impact is such to significantly affect the **ENGINEER's** compensation

or the period of service, then the compensation and/or period of service can be renegotiated.

6.14. **Force Majeure.** Neither **OWNER** nor **ENGINEER** shall be liable for faults or delays caused by any contingency beyond his control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

6.15. **Separate Provisions.** If any provisions of this **Agreement** are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.16. **Risk Allocation.** Not Used.

6.17. **Period of Repose.** Any applicable statute of limitations shall commence to run and any alleged course of action shall be deemed to have accrued not later than the completion of services to be performed by **ENGINEER**.

6.18. **Hazardous Materials.**

6.18.1. When hazardous materials are known, assumed or suspected to exist at a project site, **ENGINEER** is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. **OWNER** hereby warrants that, if he knows or has any reason to

assume or suspect that hazardous materials may exist at the project site, he will inform **ENGINEER** in writing prior to initiation of services under this **Agreement**.

6.18.2. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. **OWNER** agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. **ENGINEER** agrees to notify **OWNER** as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. **OWNER** waives any claim against **ENGINEER** and agrees to indemnify, defend and hold **ENGINEER** harmless from any claim or liability for injury or loss arising from **ENGINEER's** encountering unanticipated hazardous materials or suspected hazardous materials. **OWNER** also agrees to compensate **ENGINEER** for any time spent and expenses incurred by **ENGINEER** in defense of any such claim.

6.19. **Subsurface Conditions and Utilities.**

6.19.1. The **OWNER** recognizes that, if required by the Scope of the **Project**, a comprehensive sampling and testing program implemented by trained and experienced personnel of **ENGINEER**, or **ENGINEER's** subconsultants, with appropriate

equipment may fail to detect certain hidden conditions. The **OWNER** also recognizes that actual environmental, geological and geotechnical conditions that **ENGINEER** properly inferred to exist between sampling points may differ significantly from those that actually exist.

6.19.2. If required by the Scope of the **Project**, the **ENGINEER** will locate utilities which will affect the **Project** from information provided by the **OWNER** and utility companies and from **ENGINEER's** surveys. In that these utility locations are based, at least in part, on information from others, **ENGINEER** cannot and does not warrant their completeness and accuracy.

6.19.3. **OWNER** waives any claim against **ENGINEER** and agrees to indemnify, defend and hold **ENGINEER** harmless from any and all damage, liability or cost for any property damage, injury or economic loss arising from errors or inaccuracies of information related to subsurface investigations or underground utilities in Contract Documents prepared by **ENGINEER** or **ENGINEER's** subconsultants, except for damage caused by sole negligence of **ENGINEER**.

6.20. **Anticipated Change Orders.** **OWNER** recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in

Contract Documents; that all details of a completed project are not intended to be covered in the Contract Documents; that a certain amount of errors, omissions, ambiguities and inconsistencies are to be expected in Contract Documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the Contract Documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of Change Orders are to be expected. As long as **ENGINEER** provides services within professional standards and the standard of care of **ENGINEER's** profession in accordance with paragraph 6.10, **OWNER** agrees not to make any claim against **ENGINEER** for cost of these Change Orders unless these costs become a significant part of the construction contract amount. In no case will **OWNER** make claim against **ENGINEER** for costs incurred if the Change Order work is a necessary part of the **Project** for which **OWNER** would have incurred costs if work had been included originally in the Contract Documents unless **OWNER** can demonstrate that such costs were higher through issuance of the Change Order than they would have been if originally included in the Contract Documents in which case any claim of **OWNER**

against **ENGINEER** will be limited to the cost increase and not the entire cost of the Change Order.

6.21. **Value Engineering.** If the **OWNER** retains the services of a **VALUE ENGINEER (VE)** to review the Contract Documents prepared by the **ENGINEER**, it shall be at the **OWNER's** sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the **ENGINEER's** services. The **OWNER** shall promptly notify the **ENGINEER** of the identity of the **VE** and shall define the **VE's** scope of services and responsibilities for the **ENGINEER**. All recommendations of the **VE** shall be given to the **ENGINEER** for review, and adequate time will be provided to the **ENGINEER** to respond to these recommendations. If the **ENGINEER** objects to any recommendations made by the **VE**, it shall so state in writing to the **OWNER**, along with the reasons for objecting. If the **OWNER** requires the incorporation of changes in the Contract Documents to which the **ENGINEER** has objected, the **OWNER** agrees, to the fullest extent permitted by law, to waive all claims against the **ENGINEER** and to indemnify and hold harmless the **ENGINEER** from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, which arise in connection

with or as result of the incorporation of such changes required by the **OWNER**. In addition, the **ENGINEER** shall be compensated for services necessary to incorporate recommended **VE** changes into reports, drawings, specifications, bidding or other documents. The **ENGINEER** shall be compensated as Additional Services for all time spent to prepare for, review and respond to the recommendations of the **VE**. The **ENGINEER's** time for performance of its services shall be equitably adjusted.

6.22. **Affirmative Action.** During the performance of this **Agreement**, the **ENGINEER** agrees to take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin.

6.23. **Conflicts.** In the event of a conflict between the main text of this **Agreement** and any appendix thereof, provisions of the main text shall govern.

6.24. **Governing Law.** The laws of the State of Mississippi will govern the validity of this **Agreement**, its interpretations and performance, and remedies for any claims related to this **Agreement**.

6.25. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.26. The ENGINEER authorizes Shea McNease, Registered Professional Engineer No. 16793 in the State of Mississippi, to act on his behalf for this Project.

SECTION 7 — DEFINITIONS

As used herein, the following words and phrases have the meanings indicated, unless otherwise specified in various sections of this Agreement:

7.1. **Addenda.** Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or the Contract Documents.

7.2. **Agreement.** This contract including all exhibits and documents included by reference.

7.3. **Application for Payment.** The form accepted by ENGINEER which is to be used by Contractor or selected equipment Provider in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

7.4. **Bid.** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the construction work to be performed.

7.5. **Change Order.** A document recommended by ENGINEER which is signed by Contractor and OWNER and authorizes an addition, deletion or revision in the construction work, or an adjustment in the contract price or the contract time, issued on or after the effective date of the construction contract.

7.6. **Contract Documents.** The drawings and specifications, addenda, and other documents required to obtain bids from contractors or equipment providers to supply equipment for the Project.

7.7. **Contractor.** The person, firm or corporation with whom OWNER has entered into a contract for the Project.

7.8. **Direct Labor Costs.** Salaries and wages paid to ENGINEER's personnel engaged directly on the Project, including engineers, draftsmen, technicians, designers, surveyors, resident project representatives and other technical and administrative personnel; but does not include indirect payroll related costs or fringe benefits.

7.9. **Drawings.** The drawings which show the character and scope of the Project and which have

been prepared or approved by **ENGINEER** and are referred to in the Contract Documents.

7.10. **Project Cost.** Total cost of entire **Project** to **OWNER** not including **ENGINEER's** compensation and expenses, cost of land and rights-of-way, or compensation for or damages to properties, unless this **Agreement** so specifies; nor will it include **OWNER's** legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the **Project** or the cost of services to be provided by others to **OWNER** pursuant to Section 3 of this **Agreement**.

7.11. **Reimbursable Expenses.** Actual expenses incurred by **ENGINEER** directly in connection with providing services for the **Project**. These include, but are not limited to, transportation and subsistence; reproduction and printing; communications; postage and express mail; equipment rental; and expense of computers and other specialized equipment.

7.12. **Resident Project Representative.** The authorized representative of **ENGINEER** who is assigned to the construction site or any part thereof for the purpose of observing the performance of the work of the Contractor.

7.13. **Shop Drawings.** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the work and all illustrations, brochures, standard schedules and other information prepared by a Supplier and submitted by Contractor to illustrate material or equipment for some portion of the **Project**.

7.14. **Specifications.** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the **Project** and certain administrative details applicable thereto.

7.15. **Subcontractor.** An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the **Project** at the site.

7.16. **Supplier.** A manufacturer, fabricator, supplier, distributor, material man or vendor of products or equipment used in construction of the project.

SECTION 8 — SPECIAL PROVISIONS AND EXHIBITS

8.1. This **Agreement** is subject to the following Special Provisions.

8.2. The following Exhibits are attached to and made a part of this **Agreement**.

8.2.1. Exhibit A, "Project Description."

8.2.2. Exhibit B, "Scope of Design and Bid Period Services."

8.2.3. Exhibit C, "Scope of Construction Phase Services."

8.2.4. Exhibit D, "Compensation."

8.2.5. Exhibit E, "Special Provisions and Regulations Stipulated by the U.S. Department of Housing and Urban Development (HUD): Community Development Block Grant Recovery (CDBG) Program."

8.2.6. Exhibit F, "Mississippi Development Authority (MDA) Certifications and Assurances"

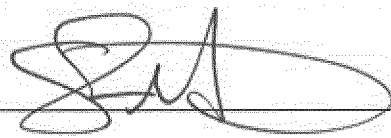
8.3. This **Agreement**, consisting of Pages 1 to 16, inclusive, together with the Exhibits identified above, constitute the entire agreement between **OWNER** and **ENGINEER** and supersede all prior written and oral understandings. This **Agreement** and said Exhibits may only be amended, supplemented, modified or canceled through a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this **Agreement** as of the day and year first written above.

OWNER: CITY OF HATTIESBURG

ENGINEER: HATTIESBURG RESOURCE GROUP, LLC

BY: _____

BY:  _____

TITLE: _____

TITLE: PRINCIPAL _____

WITNESS: _____

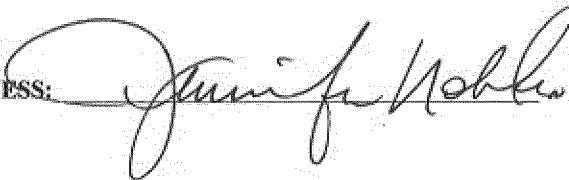
WITNESS:  _____

EXHIBIT A

PROJECT DESCRIPTION

The City of Hattiesburg entered into a Memorandum of Agreement (MOA) with USA Yeast Company, LLC dated 15 December 2011 that calls for the City to coordinated with the Mississippi Development Authority (MDA) to fund the procurement of specialized wastewater treatment equipment to be designed and installed by USA Yeast Company, LLC.

The Project will consist of preparation of a Bid Package utilizing design drawings and technical specifications supplied to the City by USA Yeast Company, LLC to procure treatment equipment to achieve wastewater evaporation as part of an industrial wastewater pretreatment system being design and constructed by USA Yeast Company, LLC. All procurement documents and methods will be coordinated with MDA. All equipment to be procured as a part of the Project will be delivered to a site designated by USA Yeast Company, LLC for their coordination and installation in accordance with the MOA.

The **OWNER** recognizes that the **ENGINEER** is not the Design Engineer and that all technical design will be provided by USA Yeast Company, LLC. As such, the **ENGINEER** is bound by professional and ethical guidelines and requirements and will coordinate any and all technical questions, issues, and clarifications with the Design Engineer.

The **ENGINEER** will provide professional services to incorporate the complete design provided to the **OWNER** by the Design Engineer into a complete Bid Package to solicit proposals to furnish specialized wastewater treatment equipment. Further, the **ENGINEER** will provide services during the installation of the equipment furnished as a part of the Bid Package. All services to be provided by the **ENGINEER** are further described in Exhibit B and Exhibit C of this Agreement.

EXHIBIT B

SCOPE OF DESIGN AND BID PERIOD PHASE SERVICES

1 DESIGN PHASE

After issuance of a Task Order, the Design Phase will be initiated and the **ENGINEER** shall:

- 1.1 Consult with the **OWNER** to clarify and define the **OWNER's** requirements for the Project.
- 1.2 Receive from the **OWNER** (or other third parties) complete design drawings and technical specifications for review and comment in conformance with the **OWNER's** requirements for the Project.
- 1.3 Conduct no more than two (2) site visits within the continental United States at similar facilities to those proposed by USA Yeast Company, LLC to observe performance and talk with operators of currently functioning systems.
- 1.4 Indicate any additional information required to satisfy the **OWNER's** requirements for the Project including, but not limited to, geotechnical investigation and analyses, survey, etc.
- 1.5 Identify and analyze requirements of governmental authorities having jurisdiction to approve the Project with whom consultation is to be undertaken in connection with the Project.
- 1.6 Coordinate with the Mississippi Development Authority (MDA) on behalf of the **OWNER** as required.
- 1.7 Schedule progress meetings as required to effectively coordinate with the **OWNER**; prepare minutes of these progress meetings; and prepare a progress report monthly for the preceding month's work which shall accompany the **ENGINEER's** monthly statement.
- 1.8 Meet as necessary with representatives of USA Yeast Company, LLC to coordinate on behalf of the **OWNER**.
- 1.9 Prepare Bid Documents by including necessary Front End documents to the supplied Technical Specifications including, but not limited to, Instructions to Bidders, Proposal Form, Contract, General Conditions, and any required MDA Special Conditions.
- 1.10 Coordinate a legal review utilizing a third party law firm for conformance of the Bid Documents with the Procurement Laws of the State of Mississippi.
- 1.11 Based on information contained in the Bid Documents, prepare an Opinion of Probable Project Cost.
- 1.12 Furnish one set of the above Bid Documents to the **OWNER** for review and approval
- 1.13 The **ENGINEER's** services under the Design Phase will be considered complete at the earlier of (1), the date when the Bid Documents have been accepted by the **OWNER**, or (2), 30 days after the date when the Bid Documents are delivered to the **OWNER** for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Bid Documents if such approval is to be obtained during the Design Phase.

1 BID PHASE

After the **OWNER** has authorized the project for bidding, the Bid Phase will be initiated and the **ENGINEER** shall:

- 1.1 Prepare and issue Contract Documents to prospective bidders, and maintain a record of their issuance.
- 1.2 Prepare and issue Addenda as appropriate to interpret, clarify, correct or expand Contract Documents to each known procurer of the Contract Documents.
- 1.3 Provide information on the general scope, unusual conditions and desired sequence of construction as requested by procurers of Contract Documents.
- 1.4 Coordinate with USA Yeast Company, LLC and its' Design Engineer on any technical questions or clarifications from the Bidders.
- 1.5 Conduct a pre-bid conference if requested by the **OWNER**.
- 1.6 Assist the **OWNER** in advertising for and obtaining bids for the contract for construction.
- 1.7 Consult with and advise the **OWNER** as to the acceptability of subcontractors, suppliers, and other persons or organizations proposed by the prime Contractor as required by the Contract Documents.
- 1.8 Consult with the Design Engineer and advise the **OWNER** as to the acceptability of substitute materials and equipment proposed by the Contractor when substitution prior to the award of contracts is allowed by the Contract Documents.
- 1.9 Attend the bid opening, prepare bid tabulation sheets and assist **OWNER** in evaluating bids.
- 1.10 Assist the **OWNER** in the preparation of the documents necessary to complete the award.
- 1.11 Conduct a preconstruction conference.
- 1.12 The Bid Phase will be considered complete upon execution of the Contract with a Bidder or upon cessation of negotiations with prospective contractors.

EXHIBIT C

SCOPE OF CONSTRUCTION PHASE SERVICES

1 CONSTRUCTION PHASE

General Administration of Construction Contract.

1.1 The **ENGINEER** shall consult with and advise **OWNER** and act as **OWNER'S** representative; shall issue all instructions of **OWNER** to Contractor; coordinate with the Design Engineer for technical clarifications, and shall act as initial interpreter of the Contract Documents.

1.2 Visits to Site and Observation of Construction.

1.2.1 The **ENGINEER** shall make visits to the manufacturing and construction sites at intervals appropriate to the various stages of manufacture and installation as he deems necessary in order to observe the progress and quality of the various aspects of work. Based on information obtained during such visits and on such observations, the **ENGINEER** shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep **OWNER** informed of the progress of the work. The purpose of the **ENGINEER'S** visits to the site will be to enable him to carry out the duties and responsibilities assigned to and undertaken by him during the Construction Phase, and, in addition, to provide for **OWNER** a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the concept of the completed Project as a functioning whole as indicated in the Contract Documents. On the other hand, the **ENGINEER** shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work; nor shall the **ENGINEER** have authority over or responsibility for the means, methods, techniques, sequences or procedures of manufacture or installation by the Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, the **ENGINEER** can neither guarantee the performance of the construction contract by Contractor nor assume responsibility for Contractor's failure to furnish and perform his work in accordance with the Contract Documents.

1.2.2 Defective Work. During such site visits and on the basis of such observations, the **ENGINEER** may recommend to the **OWNER** disapproval or rejection of Contractor's work if the **ENGINEER** believes that such work will not produce a completed Project which conforms generally with the Contract Documents or that it will prejudice the integrity of the concept of the completed Project as a functioning whole as indicated in the Contract Documents.

1.2.3 Clarifications and Interpretations; Change Orders. The **ENGINEER** shall issue necessary clarifications and interpretations of the Contract Documents received from the Design

Engineer as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. In connection therewith, if appropriate, the **ENGINEER** shall recommend Change Orders to **OWNER** and shall prepare Change Orders as required.

- 1.2.4 Shop Drawings. The **ENGINEER** shall coordinate with the Design Engineer for the review and approval (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor is required to submit, but only for conformance with the concept of the completed Project as a functioning whole as indicated in the Contract Documents and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- 1.2.5 Substitutes. The **ENGINEER** shall coordinate with the Design Engineer to evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- 1.2.6 Inspections and Tests. The **ENGINEER** shall have authority, as **OWNER'S** representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 1.2.7 Applications for Payment. Based on the **ENGINEER'S** on-site observations and on review of applications for payment and the accompanying data and schedules:
- 1.2.7.1 The **ENGINEER** shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to **OWNER**, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the **ENGINEER'S** knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents. In the case of unit price work, the **ENGINEER'S** recommendations of payment will include final determinations of quantities and classification of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- 1.2.7.2 By recommending any payment, the **ENGINEER** shall not thereby be deemed to have represented that on-site observations made by the **ENGINEER** to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the **ENGINEER** in this Agreement and the Contract Documents. The **ENGINEER'S** review of Contractor's work for the purposes of recommending payments will not impose on the **ENGINEER** responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on the

ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between **OWNER** and Contractor that might affect the amount that should be paid.

- 1.2.8 Contractor's Completion Documents. The **ENGINEER** shall receive, review and transmit to **OWNER** with written comments maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of the Contract Documents); and shall transmit them to **OWNER** with written comments.
- 1.2.9 Substantial Completion. Following notice from Contractor that Contractor considers the entire work ready for its intended use, the **ENGINEER** and **OWNER**, accompanied by the Design Engineer and the Contractor, shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of **OWNER**, the **ENGINEER** considers the work substantially complete, the **ENGINEER** shall deliver a certificate of substantial completion to **OWNER** and Contractor.
- 1.2.10 Final Notice of Acceptability of the Work. The **ENGINEER** shall conduct a final inspection with the Design Engineer to determine if the completed work of Contractor is acceptable so that the **ENGINEER** may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the **ENGINEER** shall also provide a notice that the work is acceptable to the best of the **ENGINEER**'s knowledge, information and belief and based on the extent of the services performed and furnished by the **ENGINEER** under this Agreement.
- 1.2.11 Record Documents. Upon completion of the work, the **ENGINEER** shall compile for and deliver to the **OWNER** a complete set of record documents conforming to information furnished to the **ENGINEER** by the Contractor. This set of documents shall consist of record specifications and reproducible record drawings showing the reported location of the work. In that record documents are based on information provided by others, the **ENGINEER** cannot and does not warrant their accuracy.
- 1.2.12 Limitation of Responsibilities. The **ENGINEER** shall not be responsible for the acts or omissions of the Design Engineer, any Contractor, or of any subcontractor, any supplier, or of any other person or organization at the site or otherwise furnishing or performing any of the work. The **ENGINEER** shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.
- 1.2.13 Progress Meetings and Reports. During construction, the **ENGINEER** will schedule and conduct monthly progress meetings with the **OWNER**, Contractor and appropriate subcontractors, if any, to discuss progress, scheduling problems, conflicts and observations of all parties involved. The **ENGINEER** shall also prepare minutes of the meeting. The **ENGINEER** shall also prepare a construction progress report monthly which shall be

submitted to **OWNER** by the 10th day of each month for the preceding month's work. This report shall accompany the Contractor's and the **ENGINEER'S** monthly payment requests.

- 1.2.14 Duration of Construction Phase. The Construction Phase will commence with the execution of the Contract with a Bidder for the Project or any part thereof and will terminate upon written recommendation by the **ENGINEER** of final payment and submission of record documents to **OWNER**.

2 RESIDENT PROJECT REPRESENTATIVE

- 2.1 The **ENGINEER** shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist the **ENGINEER** in observing progress and quality of the work of the Contractor.
- 2.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, the **ENGINEER** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the work of the Contractor; but, the furnishing of such services will not make the **ENGINEER** responsible for or give him control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the Contract Documents.
- 2.3 The duties and responsibilities of the RPR are limited to those of the **ENGINEER** in his agreement with the **OWNER** and in the construction Contract Documents, and are further limited and described as follows:
- 2.3.1 General Duties: RPR is the **ENGINEER'S** agent at the site and will act as directed by and under the supervision of the **ENGINEER** and will confer with the **ENGINEER** regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the **ENGINEER** and Contractor keeping **OWNER** advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with **OWNER** with the knowledge of and under the direction of the **ENGINEER**.
- 2.3.2 Specific Duties and Responsibilities of RPR
- 2.3.2.1 Schedules. Review the progress schedule and schedule of Shop Drawing submittals prepared by Contractor and consult with the **ENGINEER** concerning acceptability.
- 2.3.2.2 Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 2.3.2.3 Liaison: Serve as the **ENGINEER'S** liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist the **ENGINEER** in serving as **OWNER'S** liaison with Contractor when Contractor's operations affect **OWNER'S** on-site operations.

- 2.3.2.4 Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the work.
- 2.3.2.5 Shop Drawings and Samples: Record date of receipt of Shop Drawings and samples.
- 2.3.2.5.1 Receive samples which are furnished at the site by Contractor, and notify the **ENGINEER** of availability of samples for examination.
- 2.3.2.5.2 Advise the **ENGINEER** and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by the **ENGINEER**.
- 2.3.2.6 Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site observations of the work in progress to assist the **ENGINEER** in determining if the work is in general proceeding in accordance with the Contract Documents.
- 2.3.2.6.1 Report to the **ENGINEER** whenever RPR believes that any work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the **ENGINEER** of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 2.3.2.6.2 Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to the **ENGINEER** appropriate details relative to the test procedures and startups.
- 2.3.2.6.3 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report these results to the **ENGINEER**.
- 2.3.2.7 Interpretation of Contract Documents. Report to the **ENGINEER** when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the **ENGINEER**.
- 2.3.2.8 Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to the **ENGINEER**. Transmit to Contractor in writing decisions as issued by the **ENGINEER**.
- 2.3.2.9 Records: Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all addenda, Change Orders, additional Drawings issued subsequent to the execution of the contract, the **ENGINEER'S** clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.

- 2.3.2.9.1 Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the **ENGINEER**.
- 2.3.2.9.2 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- 2.3.2.9.3 Reports: Furnish the **ENGINEER** periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
- 2.3.2.10 Consult with the **ENGINEER** in advance of scheduled major tests, inspections or start of important phases of the work.
- 2.3.2.11 Draft and recommend to the **ENGINEER** proposed Change Orders, obtaining backup material from Contractor.
- 2.3.2.12 Report immediately to the **ENGINEER** and **OWNER** the occurrence of any accident.
- 2.3.2.13 Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for submission and forward with recommendations to the **ENGINEER**, noting particularly the relationship of the payment requested to the work completed and materials and equipment delivered at the site but not incorporated in the work.
- 2.3.2.14 Certificates, Maintenance and Operation Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the **ENGINEER** for review and forwarding to **OWNER** prior to final payment for the work.
- 2.3.2.15 Completion: Before the **ENGINEER** certifies substantial completion, submit to Contractor a list of observed items requiring completion or correction.
- 2.3.2.16 Observe whether Contractor has performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
- 2.3.2.17 Conduct a final inspection in the company of the **ENGINEER**, **OWNER**, and Contractor and prepare a final list of items to be completed or corrected.
- 2.3.2.18 Observe whether all items on final list have been completed or corrected and make recommendations to the **ENGINEER** concerning acceptance.
- 2.4 Limitations of Authority of the Resident Project Representative: Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the **ENGINEER**.

- 2.4.1 Shall not exceed limitations of the **ENGINEER'S** authority as set forth in the Contract Documents and this Agreement.
- 2.4.2 Shall not undertake any of the responsibilities of Contractor, subcontractors, suppliers or Contractor's superintendent.
- 2.4.3 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- 2.4.4 Shall not advise on, issue directions regarding to, or assume control over safety precautions and programs in connection with the work.
- 2.4.5 Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
- 2.4.6 Shall not authorize **OWNER** to occupy the Project in whole or in part.
- 2.4.7 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the **ENGINEER**.

Exhibit D

Compensation for Professional Services

1 BASIS OF COMPENSATION

- 1.1 Compensation as provided herein shall only be for services rendered in conjunction with the approved Project as listed in Exhibit A. The Scope of Work for these services is specified in Exhibit A. All services not specified in Exhibit A shall be considered as Additional Services.
- 1.2 **OWNER** shall pay **ENGINEER** for Additional Services not outlined in this Agreement only when these Additional Services are authorized in writing by the **OWNER** and after a written amendment to the Agreement has been executed by both parties.
- 1.3 In consideration for providing all professional engineering services as set forth in Exhibit A of this Agreement, the **OWNER** shall reimburse the **ENGINEER** for all allowable and allocable costs as outlined in this Exhibit. These costs incurred in the performance of the work described in Exhibit A shall be an **Hourly Rate with a Not to Exceed** based on the Compensation Schedule contained herein. Payment for services will be computed by applying a factor of 2.90 times the Direct Labor Cost, plus Reimbursable Expenses. Subconsultant expenses and independent professional associate expenses will be billed at the actual cost incurred times a factor of 1.10. Other reimbursable expenses will be billed at the actual cost incurred with no multiplier.
- 1.4 **Times of Payments**
- 1.4.1 The **ENGINEER** shall submit invoices monthly by the tenth of each month for services rendered the preceding month and for eligible reimbursable expenses incurred. The amount of each invoice will be based upon costs incurred.
- 1.4.2 The **OWNER** shall make payments within 45 days after receipt and approval of the **ENGINEER's** invoices. If the **ENGINEER's** invoices are correct and in the format acceptable to the **OWNER**, the **OWNER** will approve the **ENGINEER's** invoices within 21 days after receipt by the **OWNER**.

2 CHANGES

- 2.1 The **ENGINEER** and **OWNER** acknowledge the fees contained in Paragraph 1.3 above have been negotiated and established predicated upon the projected completion dates contained herein and the funds available for the project. For Additional Services, or if the scope of services are changed at the **OWNER's** written direction and through no fault of the **ENGINEER**, or in the event that performance of the services under this Agreement is delayed for reasons beyond the control of the **ENGINEER** and such delay causes an increase in the **ENGINEER's** cost, additional satisfactory compensation may be agreed upon between the **OWNER** and **ENGINEER**. Delays caused by failure of the **ENGINEER** to perform the services delineated in this Contract in accordance with the schedules set forth herein, may result in the termination of the Contract by the **OWNER**.

3 **PAYMENT FOR ADDITIONAL SERVICES**

- 3.1 For Additional Services as authorized in writing by the **OWNER** and all changes in scope authorized in writing by the **OWNER** as described in Section 2 of this Exhibit, the **OWNER** shall pay the **ENGINEER's** costs including direct labor costs, indirect costs and profit. An amendment to the Agreement shall be prepared and executed which describe the authorized services and the revised fees to be paid to the **ENGINEER** for the services to be provided under this Agreement.

4 **COMPENSATION SCHEDULE**

<u>TASK</u>	<u>BUDGETED AMOUNT</u>	<u>SCHEDULE</u>
Design and Bid Period Services	\$205,000	120 calendar days from Contract Date
Construction Administration	Hourly, Not-to-Exceed	485 calendar days from Contract Date
Resident Project Representative Services	\$145,000	485 calendar days from Contract Date
	Hourly, Not-to-Exceed	

EXHIBIT E

**SPECIAL PROVISIONS AND REGULATIONS
STIPULATED BY
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

For the purpose of clarification, the Contracted Party shall refer to the firm providing professional services to the Grantee as specified in the contract to which this document is attached.

1. Access of Grantee, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books

The Contracted Party agrees to allow the Grantee, State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions.

2. Termination of Contract For Cause

If, through any cause, the Contracted Party shall fail to fulfill in timely and proper manner, his obligations under this Contract, or if the Contracted Party shall violate any of the covenants, agreements, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to the Grantee for damages sustained or the Grantee by virtue of any breach of the Contract by the Contracted Party. The Owner may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due the Grantee from the Contracted Party is determined.

3. Termination for Convenience of the Grantee

The Grantee may terminate this Contract any time by a notice in writing from the Grantee to the Contracted Party. If the Contract is terminated by the Owner as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made provided that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party

during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. **Records**

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed.

5. **Health and Safety Standards**

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

6. **Environmental Compliance**

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329).

7. **Energy Efficiency**

All participants in the projects shall recognize 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 (PL 94-163).

8. **Changes**

The Grantee may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contracted Party's compensation which are mutually agreed upon by and between the Grantee and the Contracted Party, shall be incorporated in written amendments to this Contract.

9. **Personnel**

The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Grantee.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

10. Anti-Kickback Rules

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Engineer and contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. Withholding of Salaries

If in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontracted thereunder, the Grantee shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Grantee for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

12. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to the Grantee for the latter's decision which shall be final with respect thereto.

13. Equal Employment Opportunity

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto

(24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

14. Anti-Discrimination Clauses

The Contracted Party will comply with the following clauses:

1. Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
2. Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and,
3. Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance. Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. **Section 3 Clause**

The Contracted Party will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 17010) requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

16. **Discrimination Because of Certain Labor Matters**

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

17. **Compliance with Local Laws**

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

18. **Subcontracting**

None of the services covered by this Contract shall be subcontracted without prior written consent of the Grantee. The Contracted Party shall be as fully responsible to the Grantee for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

19. **Assignability**

The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Grantee provided that claims for money due or to become due the Contracted Party from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

20. **Interest of Members of Local Public Agency and Others**

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefits for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Sections 25-4-117 and 25-4-119, Mississippi Code Annotated (1972), which prescribes a criminal penalty for any public servant convicted of a violation of this Ethics in Government section.

21. Interest of Certain Federal Officers

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

22. Interest of Contractor

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

24. Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended 40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and

Safety Standards Act (40 U.S.C. 327 *et seq.*). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

25. Uniform Act Requirements

The Contracted Party will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) as specified in regulations issued by the Secretary of the Department of Housing and Urban Development and published in 24 CFR 570-1.

26. Lead-Based Paint Requirements

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

27. Compliance with Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

28. Flood Insurance Purchase Requirements

Both parties agree to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

29. Historic Preservation

Both parties agree to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 USC 469a-1 *et seq.*) by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 600.8) by the

activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

30. Program Monitoring

Both parties agree to assist and cooperate with the Federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

31. Discrimination Due to Beliefs

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

32. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of the Grantee.

33. Third-Party Contracts

The Grantee shall include in all contracts with Participating Parties receiving grant funds provisions requiring the following:

1. Each such Participating Party keeps and maintains books, records, and other documents relating directly to the receipt and disbursement of such grant funds; and,
2. Any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

The Grantee shall include in all contracts with Participating Parties a provision that each Participating Party agrees that any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such

Participating Party is involved until the completion of all close-out procedures respecting this grant.

34. Excessive Force

The contracted parties will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

35. Architectural Barriers Act and Americans with Disabilities

The contracted parties will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e).

36. Environmental

The applicant will:

- (1) Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 (NEPA) and other provisions of law which further the purposes of the National Environmental Policy Act. Such other provisions of law which further the purposes of the NEPA are specified in regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and
- (2) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.

Its chief executive officer or other officer of applicant:

- (1) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR Part 58; and
- (2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.

It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469 a-1, et seq) by:

- (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects of the proposed activities; and
- (2) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

It will comply with Executive Order Number 12898, issued February 11, 1994, by:

- (1) Focusing attention on the environment and health conditions in minority and low-income communities; and
- (2) Fostering non-discrimination in federal programs that substantially affect human health and the environment; and
- (3) Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.

37. Uniform Relocation

It will comply with the Uniform Relocation Assistance and Real Property acquisition policies Act of 1970, as amended, and Federal Implementing regulation at 49 CFR Part 24, and the requirements of Section 570.496a (including the requirement to provide a certification that the recipient is following a residential antidisplacement and relocation assistance plan under Section 104(d)) of the Act.

38. Code of Standards of Conduct

It will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter, which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of 24 CFR, Part 85.36.

39. Hatch Act

It will comply with the provisions of the Hatch Act 5 U.S.C. 1501 et seq), which limits the political activity of employees.

40. Lead Based Paint

It will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.

41. Use of Influence

The chief elected official certifies, to the best of his or her knowledge and belief, that:

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally 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 chief elected official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The subgrantee 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.

42. Cost Overruns

The subgrantee agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the subgrantee.

EXHIBIT F

**MISSISSIPPI DEVELOPMENT AUTHORITY (MDA)
CERTIFICATIONS AND ASSURANCES**

Certifications for applicants, waiver and alternative requirement. Section 91.325 of title 24 Code of Federal Regulations is waived. Each applicant must make the following certifications prior to receiving a CDBG disaster recovery grant:

- a. The applicant certifies that it will affirmatively further fair housing, which means that it will use the States analysis to identify impediments to fair housing choice within the applicants area, take appropriate actions to overcome the effects of any impediments identified through the States analysis, and maintain records reflecting the actions taken in this regard. (See 24 CFR 570.487(b)(2)(ii).)
- b. The applicant certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.
- c. The applicant certifies its compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.
- d. The applicant certifies it possesses the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this Notice.
- e. The applicant certifies that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for this grant.
- f. The applicant certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.
- g. The applicant certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.115 and 24 CFR 570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).
- h. The applicant certifies that it is complying with each of the following criteria:
 - (1) Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, and restoration of infrastructure in the most impacted and distressed areas related to the consequences of the Gulf Coast hurricanes of 2005 in communities included in Presidential disaster declarations.
 - (2) The applicant will not attempt to recover any capital costs of public improvements assisted with CDBG disaster recovery grant funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or

assessment made as a condition of obtaining access to such public improvements, unless

- 1) disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or
 - 2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (A).
- i. The applicant certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.
 - j. The applicant certifies that they have adopted and is enforcing:
 - (1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - (2) A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
 - k. The applicant certifies that it has the capacity to carry out disaster recovery activities in a timely manner.
 - l. The applicant certifies that it will not use CDBG Disaster Recovery funds for any activity in an area delineated as a special flood hazard area in FEMA's most current flood advisory maps unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain in accordance with Executive Order 11988 and 24 CFR part 55.
 - m. The applicant certifies that it will comply with applicable laws.



City of Hattiesburg, MS

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

Master

File Number: 2012-0709

File ID: 2012-0709

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: Request for Cash and Summary Support Sheet No.
24 & No. 25 - James Street Water Plant

Final Action: 04/17/2012

Minute Book Number: MB 2012-1/119

Title:

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 24 in the amount of \$139,360.07, and Request for Cash and Summary Support Sheet No. 25 in the amount of \$10,029.50, for water treatment expenses and administrative expenses respectively, related to CDBG Project #R-110-205-02-GZ James Street Water Plant.

Notes:

Sponsors:

Enactment Date:

Attachments: Request for Cash No 24, Request for Cash No 25

Enactment Number:

Contact:

Meeting Date: 04/17/2012

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	04/17/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 24 in the amount of \$139,360.07, and Request for Cash and Summary Support Sheet No. 25 in the amount of \$10,029.50, for water treatment expenses and administrative expenses respectively, related to CDBG Project #R-110-205-02-GZ James Street Water Plant.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Delgado, Carroll and Naylor							
Nays: 0							
Absent: 1 - Ware							
Yea: 4 President Bradley Council Member Delgado Council Member Carroll Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0709

Title

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 24 in the amount of \$139,360.07, and Request for Cash and Summary Support Sheet No. 25 in the amount of \$10,029.50, for water treatment expenses and administrative expenses respectively, related to CDBG Project #R-110-205-02-GZ James Street Water Plant.

Summary

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 24 in the amount of \$139,360.07, and Request for Cash and Summary Support Sheet No. 25 in the amount of \$10,029.50, for water treatment expenses and administrative expenses respectively, related to CDBG Project #R-110-205-02-GZ James Street Water Plant.

Budget Information

\$139,360.07 Reimbursement

\$ 10,029.50 Reimbursement

Expenditure Type

Purchasing Item

Publication Information

MEMO

DATE: April 3, 2012
TO: Honorable Johnny L. DuPree
City of Hattiesburg
FROM: Michele Moore
Jimmy G. Gouras Urban Planning
RE: City of Hattiesburg
CDBG Project #R-110-205-02-GZ
James Street Water Plant
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. Shows Dearman Waits
Invoice number 16832 in the amount of \$17,360.07
For Architect/Engineering expense Match Only
2. Creel Co.
Invoice number 4 in the amount of \$278,720.15
For Water Treatment expense
CDBG \$139,360.07 Match \$139,360.08

Also enclosed is "Request for Cash and Summary Support Sheet No. 24 in the amount of \$139,360.07 for payment of the above invoices.

Please have the above invoice and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 24 and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
1100 Cherry Street
Vicksburg, MS 39183

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

REMINDER

From the date of deposit into your account you have only three (3) working days to distribute funds to avoid penalties from MDA.
Enclosures

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

**Mississippi Development Authority
REQUEST FOR CASH**

Section A: General Information			Bank Information			Section B: Project Information		
Applicant Name: City of Hattiesburg Mailing Address: P.O. Box 1898 Street Address: City, State Zip: Hattiesburg, MS 39403-1898 Telephone No.: 601-554-1014 Fax Number: Email Address:			Electronic Transfer: 06530027 Bank Account: 4800186627 Bank Name: Trustmark National Bank Address: P.O. Box 1071 City, State Zip: Hattiesburg, MS 39403-1071 Telephone No.: 601-489-3663			Grant No.: R-103-06 Contract No.: R-110-205-02-02 Request No.: 24 FOR MDA USE ONLY Vendor No.: IDIS Voucher Number:		
Section C: Request Per Activity			From: November 29, 2012 To: February 7, 2012 Services Rendered:			Approval for Payment:		
Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Activity Numbers			
1 Administration	\$ 36,000.00	\$ 15,940.98		\$ 20,059.02				
2 Application Preparation	\$ 4,000.00	\$ 4,000.00		\$ -				
3 Architectural/Engineering	\$ 211,310.00	\$ 211,310.00		\$ -				
4 Contingency	\$ 98,812.00			\$ 98,812.00				
5 Water Treatment	\$ 2,056,088.00	\$ 1,829,986.72	\$ 139,360.07	\$ 86,741.21				
6 Water Well	\$ 260,000.00	\$ 158,174.45		\$ 101,825.55				
				\$ -				
				\$ -				
Total:	\$ 2,666,210.00	\$ 2,219,412.15	\$ 139,360.07	\$ 307,437.78				

I Hereby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Hereby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

Signature of Authorized Official _____

Date Signed _____

Johnny DuPree, Mayor
Typed Name and Title of Authorized Official

Debra Tompkins
Prepared By

4/3/2012
Date Prepared

601-638-7121
Preparer's Telephone No.

**Mississippi Development Authority
Cash Summary Support Sheet**

Page 1 of 2

Applicant City of Hattiesburg Request No: 24 Grant Number: R-103-06
 Period Cost - Beginning November 26, 2012 Ending Date: February 7, 2012 Contract Number: R-110-205-02-GZ

1. Activity: <u>Administration</u>				(a)	(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share	
A. <u>Administration</u>						\$0.00
B. _____						\$0.00
C. _____						\$0.00
D. _____						\$0.00
Subtotal:			<u>\$0.00</u>	<u>\$ -</u>		<u>\$0.00</u>

2. Activity: <u>Architect/Engineering</u>				(a)	(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share	
A. <u>Architect/Engineering</u>	<u>Shows Dearman Waits</u>	<u>16832</u>	<u>\$17,360.07</u>	<u>\$17,360.07</u>		<u>\$0.00</u>
B. <u>Architect/Engineering</u>						<u>\$0.00</u>
C. _____						
D. _____						
Subtotal:			<u>\$ 17,360.07</u>	<u>\$ 17,360.07</u>		<u>\$ -</u>

3. Activity: <u>Water Treatment</u>				(a)	(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share	
A. <u>Water Treatment</u>	<u>Creel Co.</u>	<u>4</u>	<u>\$278,720.15</u>	<u>\$139,360.08</u>		<u>\$139,360.07</u>
B. _____						
C. _____						
D. _____						
Subtotal:			<u>\$ 278,720.15</u>	<u>\$ 139,360.08</u>		<u>\$ 139,360.07</u>

Cash Summary Support Sheet

Page 2 of 2

Applicant City of Hattiesburg

Request No:

24

Grant Number:

R-103-06

Contract Number:

R-110-205-02-GZ

4. Activity:

Line Item

Vendor Name

Invoice #

(a) Invoice Amount

(b) Match Share

Federal Share

A.

B.

C.

D.

Subtotal:

5. Activity:

Line Item

Vendor Name

Invoice #

(a) Invoice Amount

(b) Match Share

Federal Share

A.

w

C.

D.

Subtotal:

6. Activity:

Line Item

Vendor Name

Invoice #

(a) Invoice Amount

(b) Match Share

Federal Share

A.

B.

C.

D.

Subtotal:

Cumulative Match Expended To Date:

\$2,492,073.75 GRAND TOTAL:

\$296,080.22

\$

156,720.15

\$

139,360.07

Cumulative Federal Expended To Date:

\$2,358,772.22

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expeditures under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.
I hereby Certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

Johnny DuPree, Mayor

Typed Name and Title of Authorized Official

Signature of Authorized Official

Mississippi Development Authority Consolidated Support Sheet

Applicant: City of Hattiesburg Contract Number: R-110-205-02-GZ
 Request for Cash Number: 24 Total Amount Requested: \$ 139,360.07

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration	\$ 36,000.00	\$ 15,940.98	\$ -	\$ 20,059.02
Engineering				\$ -
Specific Line Items as Listed in the Budget:				
Application Preparation	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -
Architectural/Engineering	\$ 211,310.00	\$ 211,310.00	\$ -	\$ 98,812.00
Contingency	\$ 98,812.00			\$ 86,741.21
Water Treatment	\$ 2,056,088.00	\$ 1,829,986.72	\$ 139,360.07	\$ 101,825.55
Water Well	\$ 260,000.00	\$ 158,174.45	\$ -	\$ -
				\$ -
				\$ -
				\$ -
Total Budget	\$ 2,666,210.00	\$ 2,219,412.15	\$ 139,360.07	\$ 307,437.78

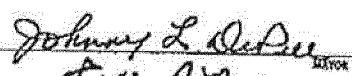
Total Funds Request to Date: \$ 2,358,772.22
 Amount of Other Funds Expended to Date: \$2,492,073.75
 CDBG Project Balance \$ 307,437.78
 Period of Projected Cash Needs - Beginning: November 26, 2012 Thru February 7, 2012

TODAY'S DATE	4/3/2012	TOTAL CONTRACT BUDGET \$	2,666,210.00	Enter number from Cash Request
CONTRACT BEGIN DATE (FROM CONTRACT)	8/8/2008	TOTAL AMOUNT SPENT TO DATE \$	2,358,772.22	Enter number from Cash Request
CONTRACT END DATE (FROM CONTRACT)	8/8/2011	% TOTAL CONTRACT BUDGET SPENT	88.47%	
CONTRACT EXTENSION (MONTHS) (ENTER # OF MONTHS OR "0")		% CONTRACT BUDGET REMAINING	11.53%	
FINAL CONTRACT COMPLETION DATE	8/8/2011	CONSTRUCTION BUDGET AMOUNT \$	2,414,900.00	
CONTRACT DURATION (MONTHS)	36.00	TOTAL CONSTRUCTION DOLLARS SPENT TO \$	2,127,521.24	
% OF CONTRACT PERIOD ELAPSED	121.83%	% CONSTRUCTION BUDGET SPENT	88.10%	
% OF CONTRACT PERIOD REMAINING	-21.83%			

James St Water 17,360.07

Check Number 222166

Front Image

STATE OF MISSISSIPPI, CITY OF HATTIESBURG (MAYOR-COUNCIL) PO BOX 1898 HATTIESBURG, MS 39403			95-127/942 BANCOF SOUTH HATTIESBURG, MISSISSIPPI	NO. 00222166
		2099	DATE 03/16/12	AMOUNT \$****69,164.73
PAY SIXTY NINE THOUSAND ONE HUNDRED SIXTY FOUR AND 73/100 *****				
TO THE ORDER OF	SHOWS DEARMAN & WAITS INC 301 SECOND AVE PO BOX 1711 HATTIESBURG MS 39403-1711			
		  CITY CLERK		
⑈00222166⑈ ⑆084201278⑆72106610⑆				

Back Image

PAY TO THE ORDER OF GREAT SOUTHERN NATIONAL BANK FOR DEPOSIT ONLY SHOWS DEARMAN & WAITS INC 1906219181		⑈00222166⑈ ⑆084201278⑆72106610⑆	
--	--	---------------------------------	--

Back

RECEIVED
MAR 29 2012

BY:

James St Water

STATE OF MISSISSIPPI, CITY OF HATTIESBURG
(MAYOR-COUNCIL)
PO BOX 1898
HATTIESBURG, MS 39403

Stub 1 of 1
Check Date: 03/16/12

NO. 00222166

INVOICE NO.	DATE	PURCHASE ORDER	FUND	CLAIM NO.	AMOUNT PAID
16831	03/01/12	00122387	00072	11000185	255.00
16808	03/01/12	00122388	00072	11000186	170.00
16833	03/01/12	00122394	00072	11000190	15,801.99
16836	03/05/12	00122386	00072	11000191	2,544.69
16817	03/01/12	00122385	00075	11000068	3,510.00
16809	03/01/12	00122389	00075	11000069	2,280.00
16810	03/01/12	00122390	00075	11000070	10,815.00
16811	03/01/12	00122391	00075	11000071	3,340.00
16816	03/01/12	00122392	00075	11000072	1,950.00
16832	03/01/12	00122393	00075	11000073	17,360.07
16829	03/01/12	00122420	00075	11000076	10,800.48
16741	01/05/12	00122252	00087	11000006	337.50
					69,164.73

2099 SHOWS DEARMAN & WAITS INC

STATE OF MISSISSIPPI, CITY OF HATTIESBURG
(MAYOR COUNCIL)
PO BOX 1898
HATTIESBURG, MS 39403



85-127/842

BANCORP SOUTH
HATTIESBURG, MISSISSIPPI

NO. 00222166

2099

DATE
03/16/12

AMOUNT
\$****69,164.73

PAY SIXTY NINE THOUSAND ONE HUNDRED SIXTY FOUR AND 73/100 *****

TO SHOWS DEARMAN & WAITS INC
THE 301 SECOND AVE
ORDER PO BOX 1711
OF HATTIESBURG MS 39403-1711

Johnny L. DeLoe
MAYOR
Jeddie R. Myers
CITY CLERK

⑈00222166⑈ ⑆084201278⑆ 72106610⑈

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 03/12/12

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

WAITS, SHARON
MINUTE BOOK # 2011-2/455
VENDOR # 00002099

(601) 5454640

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

PO No. 122393
Req No. 132485

PROJECT LINE: JAMES ST WATER TREATMENT PLANT PHASE II
Account #

075695.7245.02

3/12 PROF SVCS CONST MGT
Project 1237B.00
James St Water Treatment Plant Ph II
Period 1/26/12 - 2/25/12
Invoice 16832

Description

QTY

UM

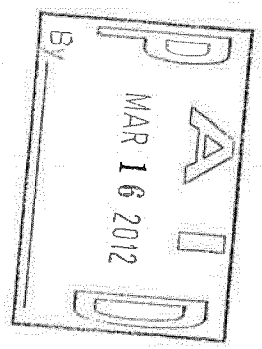
UNIT COST

TOTAL COST

EA

17,360.0700

17,360.07



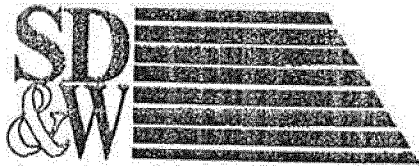
TOTAL CONTRACT AMOUNT NOT TO EXCEED

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.

17,360.07
EDDIE R. MYERS
CITY CLERK



Shows, Dearman, and Walls Inc.
P. O. Box 1711
Hattiesburg, MS 39403-1711
Phone: 601.544.1821

OR 132184

132185

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

March 01, 2012
Project No: 1237B.00
Invoice No: 16832

Manager John Weeks

Project 1237B.00

James St Water Treatment Plant Phase-II

Professional Services for the Period January 26, 2011 to February 23, 2012

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount
Auto Cad Technician			
Sullivan, Richard	4.50	26.00	117.00
Temple, Patricia	.50	11.25	5.63
Construction Observer			
Tingle, William	25.00	25.00	625.00
Design Engineer			
Weeks, John	67.00	38.46	2,576.82
Construction Observer			
Phillips, Michael	62.00	18.00	1,116.00
Project Engineer			
Wallace, Kyle	18.00	48.08	865.44
Senior Engineer			
Waits, Michael	20.00	24.04	480.80
Totals	197.00		5,786.69
Total Labor		3.0 times	5,786.69
			17,360.07
		TOTAL	\$17,360.07
			\$17,360.07



APPROVED FOR PAYMENT

DATE 3/10/12

SIGNATURE [Signature]

075695. 7245.02

MB 2011-2/455

*James St. Water***Check Number 221936****Front Image**

THIS CHECK IS VOID WITHOUT A PURPLE & BLUE BORDER AND BACKGROUND PLUS A SECURITY & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

STATE OF MISSISSIPPI, CITY OF HATTIESBURG
(MAYOR-COUNCIL)
PO BOX 1898
HATTIESBURG, MS 39403

91637

DATE 03/16/12

AMOUNT \$***278,720.15

NO. 00221936

PAY TWO HUNDRED SEVENTY EIGHT THOUSAND SEVEN HUNDRED TWENTY AND 15/100 *****

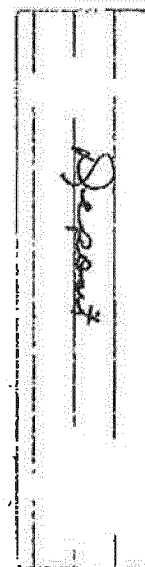
TO THE CREELE CO
THE 3762 MOFFETT RD
ORDER MOBILE AL 36618-1215
OF

JOHNNY L. DEAR
Jodie R. Myers
CITY CLERK

⑈00221936⑈ ⑆084201278⑆72106610⑈

Back Image

1988362122

[Back](#)**RECEIVED**
MAR 29 2012

BY: _____

James St Water

STATE OF MISSISSIPPI, CITY OF HATTIESBURG

(MAYOR-COUNCIL)

PO BOX 1898

HATTIESBURG, MS 39403

Stub 1 of 1

Check Date: 03/16/12

NO. 00221936

INVOICE NO.	DATE	PURCHASE ORDER	FUND	CLAIM NO.	AMOUNT PAID
APPL#4 JAMES ST PLT	02/22/12	00122422	00075	11000074	278,720.15
					278,720.15

91637 CREEL CO, THE

STATE OF MISSISSIPPI, CITY OF HATTIESBURG

(MAYOR-COUNCIL)

PO BOX 1898

HATTIESBURG, MS 39403



85-127/842

BANCORPSOUTH

HATTIESBURG, MISSISSIPPI

NO. 00221936

91637

DATE

03/16/12

AMOUNT

\$***278,720.15

PAY TWO HUNDRED SEVENTY EIGHT THOUSAND SEVEN HUNDRED TWENTY AND 15/100 *****

TO THE ORDER OF
THE CREEL CO
3762 MOFFETT RD
MOBILE AL 36618-1215

Johnny L. DePue MAYOR
Edie R. Myers CITY CLERK

⑈00221936⑈ ⑆084201278⑆72106610⑈

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 03/12/12

POINT OF CONTACT:

VENDOR MAILING:
THE CREEL CO
3762 MOFFETT RD
MOBILE AL 36618-1215

WAITTS, SHARON
MINUTE BOOK # 2011-5/115-118 (601) 5454640
VENDOR # 00091637

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

PO No. 122422
Reg No. 132189

PROCESSING CODE: 6 RIP

SEND METHOD 0

()

PROJECT LINE: JAMES ST WATER PLANT PH II

Account #

075695.7245.02

Description

QTY

UM UNIT COST

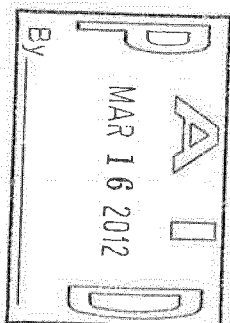
TOTAL COST

EA 278,720.1500

278,720.15

PROF SVC CONSTRUCTI
Project: James St Water Plant Rehabilitation Phase II
Pay Application No. 4
Period to 02/22/12

2/22/12 Appl #45 278,720.15



TOTAL CONTRACT AMOUNT NOT TO EXCEED

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

278,720.15

EDDIE R. MYERS
CITY CLERK

APPLICATION AND CERTIFICATE FOR PAYMENT

THE CREEL COMPANY, INC.

James Street Water Plant Rehabilitation Phase II

900 James St. Hattiesburg, MS

Engineer: Shows, Dearman, & Walts, Inc.

Application No. Four (4)

Period TO: February 22, 2012

Application is made for Payment, as shown on the attached Schedule of Values

ORIGINAL CONTRACT SUM	\$ 919,928.00
Change Orders	
CONTRACT SUM TO DATE	\$ 919,928.00
Total Amount Completed	\$ 914,928.00
Stored Material	\$
Subtotal to Date	\$ 914,928.00
Retainage of 10% up to the first 50% complete	\$ 45,996.40
Total Amount Due Less Retainage	\$ 868,931.60
Less Previous Billings	\$ 590,211.45
Total Amount Due This Request	\$ 278,720.15

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

CONTRACTOR: The Creel Company Inc.

By: Tucker

Date: February 22, 2012

State of Alabama

County of Mobile

Subscribed and sworn to before me this 22nd day of February, 2012

Notary Public: Brenda McQuinn

My Commission expires: March 10, 2013

THE CREEL COMPANY, INC						
James Street Water Plant Rehabilitation Phase II						
900 James St. Hattiesburg, MS						
Engineer: Shows, Dearman, & Waits, Inc.						
Date: 2/22/11						
SCHEDULE OF VALUES						

9	Finishes						
	Paint Pipe Gallery	\$ 34,601.00	100%	\$ 34,601.00	\$ 29,410.85	\$ 5,190.15	
	Paint Aerator Ext and	\$ 90,130.00	100%	\$ 90,130.00	\$ 63,091.00	\$ 27,039.00	
	Lead Abatement	\$ 30,000.00	100%	\$ 30,000.00	\$ 30,000.00	\$ -	
				\$ -		\$ -	
				\$ -		\$ -	
				\$ -		\$ -	
				\$ -		\$ -	
				\$ -		\$ -	
				\$ -		\$ -	
				\$ -		\$ -	
				\$ -		\$ -	
13	Special Construction						
	Filtration Equipment	\$ 330,099.00	100%	\$ 330,099.00	\$ 164,768.00	\$ 165,331.00	\$ -
	Filtration Equipment Installation	\$ 18,000.00	100%	\$ 18,000.00		\$ 18,000.00	
	Control System	\$ 32,000.00	100%	\$ 32,000.00		\$ 32,000.00	
	Replace Coke	\$ 4,000.00	100%	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	
15	Mechanical						
	New Piping	\$ 12,000.00	100%	\$ 12,000.00		\$ 12,000.00	
				\$ -		\$ -	
				\$ -		\$ -	
				\$ -		\$ -	
				\$ -		\$ -	
16	Electrical						
	Electrical	\$ 12,000.00	100%	\$ 12,000.00	\$ 4,800.00	\$ 7,200.00	
				\$ -		\$ -	
	TOTAL	\$ 919,928.00		\$ 914,928.00	\$ 636,207.85	\$ 276,720.15	\$ -

QR 132189



SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

P.O. BOX 1711, 301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39403-1711
P: (601) 644-1821 F: (601) 644-0801
HTTP://WWW.SD-W.COM

RAYMOND M. DEARMAN, P.E., R.L.S.
MICHAEL T. WAITS, P.E., R.L.S.
NICHOLAS M. CONNOLLY, P.E., P.L.S.
KYLE D. WALLACE, P.E.
SHEA E. MCNEASE, P.E.
JOHN T. WEEKS, P.E.
BENNIE J. SELLERS, P.E., R.L.S.

PAUL J. SHOWS (1990)

February 24, 2012

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

Attn: Bert Kuyrkendall

**Re: James Street Water Plant Rehabilitation
Phase II**

Bert:

Enclosed please find three (3) of Pay Application No. 4 in the amount of \$278,720.15 for the above referenced project.

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

Sincerely,

John T. Weeks, P.E.
Project Engineer

/nd

Enclosure

cc: Wade Phillips, SD&W
Tucker Creel, The Creel Company

APPROVED FOR PAYMENT

DATE 3/12/12

SIGNATURE Bert Kuyrkendall

075695.7245.02
MB 2011-5/115-118



2/2

MEMO

DATE: April 5, 2012
TO: Honorable Johnny L. DuPree
City of Hattiesburg
FROM: Michele Moore
Jimmy G. Gouras Urban Planning
RE: City of Hattiesburg
CDBG Project #R-110-205-02-GZ
James Street Water Plant
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. Jimmy Gouras

Invoice number 9350 in the amount of \$20,059.00
For Administration expense CDBG \$10,029.50 Match \$10,029.50

Also enclosed is "Request for Cash and Summary Support Sheet No. 25 in the amount of \$10,029.50 for payment of the above invoices.

Please have the above invoice and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 25 and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
1100 Cherry Street
Vicksburg, MS 39183

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

REMINDER

From the date of deposit into your account you have only three (3) working days to distribute funds to avoid penalties from MDA.

Enclosures

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

**Mississippi Development Authority
REQUEST FOR CASH**

Section A: General Information			Bank Information			Section B: Project Information		
Applicant Name: City of Hattiesburg Mailing Address: P.O. Box 1898 Street Address: City, State Zip: Hattiesburg, MS 39403-1898 Telephone No.: 601-554-1014 Fax Number: Email Address:			Electronic Transfer: 06530027 Bank Account: 4800186627 Bank Name: Trustmark National Bank Address: P.O. Box 1071 City, State Zip: Hattiesburg, MS 39403-1071 Telephone No.: 601-469-3663			Grant No. R-103-06	Contract No. R-110-205-02-02	Request No. 25
			From: February 1, 2012 To: March 31, 2012 Services Rendered:			FOR MDA USE ONLY Vendor No.: IDIS Voucher Number:		
Section C: Request Per Activity			Approval for Payment					
Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Activity Numbers	Signature: _____ Date: _____		
1 Administration	\$ 36,000.00	\$ 15,940.98	\$ 10,029.50	\$ 10,029.52				
2 Application Preparation	\$ 4,000.00	\$ 4,000.00		\$ -				
3 Architectural/Engineering	\$ 211,310.00	\$ 211,310.00		\$ -				
4 Contingency	\$ 98,812.00			\$ 98,812.00				
5 Water Treatment	\$ 2,056,088.00	\$ 1,969,346.79		\$ 86,741.21				
6 Water Well	\$ 260,000.00	\$ 158,174.45		\$ 101,825.55				
				\$ -				
				\$ -				
Total:	\$ 2,666,210.00	\$ 2,358,772.22	\$ 10,029.50	\$ 297,408.28				

I Herby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Herby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

Signature of Authorized Official _____ Date Signed _____ Johnny DuPree, Mayor Typed Name and Title of Authorized Official	Debra Tompkins Prepared By _____ Date Prepared 4/5/2012 601-638-7121 Preparer's Telephone No.
--	---

**Mississippi Development Authority
Cash Summary Support Sheet**

Page 1 of 2

Applicant City of Hattiesburg Request No: 25 Grant Number: R-103-06
 Period Cost - Beginning February 1, 2012 Ending Date: March 31, 2012 Contract Number: R-110-205-02-GZ

1. Activity: Administration		Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Administration		Jimmy Gouras	9350	\$20,059.00	\$10,029.50	\$10,029.50
B.							\$0.00
C.							\$0.00
D.							\$0.00
				Subtotal:	\$20,059.00	10,029.50	\$10,029.50

2. Activity: Architect/Engineering		Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Architect/Engineering						\$0.00
B.	Architect/Engineering						\$0.00
C.							
D.							
				Subtotal:	\$ -	-	\$ -

3. Activity: Water Treatment		Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Water Treatment						\$0.00
B.							
C.							
D.							
				Subtotal:	\$ -	-	\$ -

Applicant City of Hattiesburg

Cash Summary Support Sheet

Request No.:

25

Grant Number:

Contract Number:

Page 2 of 2

R-103-06

R-110-205-02-GZ

4. Activity:

Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.					
B.					
C.					
D.					
Subtotal:					

5. Activity:

Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.					\$0.00
w					\$0.00
C.					\$0.00
D.					\$0.00
Subtotal:			\$0.00	\$0.00	\$0.00

6. Activity:

Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.					\$0.00
B.					
C.					
D.					
Subtotal:			\$0.00	\$0.00	\$0.00

Cumulative Match Expended To Date:

\$2,502,103.25 GRAND TOTAL:

\$20,059.00

\$

10,029.50

\$

10,029.50

Cumulative Federal Expended To Date:

\$2,368,801.72

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenses under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.

I Hereby Certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

Johnny DuFree, Mayor

Typed Name and Title of Authorized Official

Signature of Authorized Official

Mississippi Development Authority Consolidated Support Sheet

Applicant: City of Hattiesburg Contract Number: R-110-205-02-GZ
 Request for Cash Number: 25 Total Amount Requested: \$ 10,029.50

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration	\$ 36,000.00	\$ 15,940.98	\$ 10,029.50	\$ 10,029.52
Engineering				\$ -
Specific Line Items as Listed in the Budget:				
Application Preparation	\$ 4,000.00	\$ 4,000.00		\$ -
Architectural/Engineering	\$ 211,310.00	\$ 211,310.00		\$ -
Contingency	\$ 98,812.00			\$ 98,812.00
Water Treatment	\$ 2,056,088.00	\$ 1,969,346.79		\$ 86,741.21
Water Well	\$ 260,000.00	\$ 158,174.45		\$ 101,825.55
				\$ -
				\$ -
				\$ -
Total Budget	\$ 2,666,210.00	\$ 2,358,772.22	\$ 10,029.50	\$ 297,408.28

Total Funds Request to Date: \$ 2,368,801.72
 Amount of Other Funds Expended to Date: \$2,502,103.25
 CDBG Project Balance \$ 297,408.28
 Period of Projected Cash Needs - Beginning: February 1, 2012 Thru March 31, 2012

TODAY'S DATE	4/5/2012	TOTAL CONTRACT BUDGET \$	2,666,210.00
CONTRACT BEGIN DATE (FROM CONTRACT)	8/8/2008	TOTAL AMOUNT SPENT TO DATE \$	2,368,801.72
CONTRACT END DATE (FROM CONTRACT)	8/8/2011	% TOTAL CONTRACT BUDGET SPENT	88.85%
CONTRACT EXTENSION (MONTHS) (ENTER # OF MONTHS OR "0")		% CONTRACT BUDGET REMAINING	11.15%
FINAL CONTRACT COMPLETION DATE	8/8/2011	CONSTRUCTION BUDGET AMOUNT \$	2,414,900.00
CONTRACT DURATION (MONTHS)	36.00	TOTAL CONSTRUCTION DOLLARS SPENT TO \$	2,127,521.24
% OF CONTRACT PERIOD ELAPSED	122.01%	% CONSTRUCTION BUDGET SPENT	88.10%
% OF CONTRACT PERIOD REMAINING	22.01%		

Enter number from Cash Request
 Enter number from Cash Request

STATEMENT FOR SERVICES RENDERED

CITY OF HATTIESBURG

**KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT
GO ZONE GRANT**

PROJECT NO. R-110-205-02-GZ

Water Plant

February 1 – March 31, 2012

INVOICE #9350

Monthly Administrative Services Rendered Pertaining Project #R-110-205-02-GZ.

Services rendered include overall coordination of project activities; Attending MDA/HUD monitoring visits, meetings, etc.; Maintaining financial records; Preparing the necessary documentation to request funds from MDA; and Providing all other services considered normal administrative services within the course of this Agreement

TOTAL DUE

\$ 20,059.00


Olie Elfer

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net



City of Hattiesburg, MS

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

Master

File Number: 2012-0708

File ID: 2012-0708

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: Request for Cash and Summary Support Sheet No. 24- Wis-Pak

Final Action: 04/17/2012

Minute Book Number: MB 2012-1/119

Title:

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 24 in the amount of \$6,104.56 for expenses related to CDBG Project #R-103-205-01-KED Wis-Pak.

Notes:

Sponsors:

Enactment Date:

Attachments: Cash & Summary No. 24

Enactment Number:

Contact:

Meeting Date: 04/17/2012

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	04/17/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 24 in the amount of \$6,104.56 for expenses related to CDBG Project #R-103-205-01-KED Wis-Pak.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Delgado, Carroll and Naylor							
Nays: 0							
Absent: 1 - Ware							
Yea: 4 President Bradley Council Member Delgado Council Member Carroll Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0708

Title

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 24 in the amount of \$6,104.56 for expenses related to CDBG Project #R-103-205-01-KED Wis-Pak.

Summary

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 24 in the amount of \$6,104.56 for expenses related to CDBG Project #R-103-205-01-KED Wis-Pak.

Budget Information

\$6,104.56 Reimbursement

Expenditure Type

Purchasing Item

Publication Information

102

MEMO

DATE: April 5, 2012
TO: Honorable Johnny L. DuPree
City of Hattiesburg
FROM: Michele Moore
Jimmy G. Gouras Urban Planning
RE: City of Hattiesburg
CDBG Project #R-103-205-01-KED
Wis-Pak
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. Jimmy Gouras
Invoice number 9351 in the amount of \$6,104.56
For Administration expense

Also enclosed is "Request for Cash and Summary Support Sheet No. 24" in the amount of \$6,104.56 for payment of the above invoices.

Please have the above invoice and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 24" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
1100 Cherry Street
Vicksburg, MS 39183

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

REMINDER

From the date of deposit into your account you have only three (3) working days to distribute funds to avoid penalties from MDA.

enclosures

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

**Mississippi Development Authority
REQUEST FOR CASH**

Section A: General Information			Bank Information			Section B: Project Information		
Applicant Name: City of Hattiesburg Mailing Address: P.O. Box 1898 Street Address: City, State ZIP: Hattiesburg, MS 39403-1898 Telephone No.: 601-554-1014 Fax Number: Email Address:			Electronic Transfer: 06530027 Bank Account: 4800186627 Bank Name: Trustmark National Bank Address: P.O. Box 1071 City, State ZIP: Hattiesburg, MS 39403-1071 Telephone No.: 601-469-3663			Grant No.: R-103-06 Contract No.: R-103-205-014-ED Request No.: 24 FOR MDA USE ONLY Vendor No.:		
Section C: Request Per Activity			From: February 1, 2012 To: February 29, 2012 Services Rendered:			IDIS Voucher Number: Approval for Payment:		

Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Activity Numbers
1 Administration	\$ 56,651.00	\$ 40,546.44	\$ 6,104.56	\$ 10,000.00	
2 Application Preparation	\$ 10,000.00	\$ 10,000.00		\$ -	
3 Architectural/Engineering	\$ 199,811.00	\$ 180,873.49		\$ 18,937.51	
4 Contingency	\$ 127,427.00			\$ 127,427.00	
5 Sewer & Water Improvements	\$ 2,267,866.00	\$ 2,141,110.04		\$ 126,755.96	
6				\$ -	
8				\$ -	
9				\$ -	
10				\$ -	
11				\$ -	
Total:	\$ 2,661,755.00	\$ 2,372,529.97	\$ 6,104.56	\$ 283,120.47	

I Hereby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Hereby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

Signature of Authorized Official: _____ Johnny DuPree, Mayor Typed Name and Title of Authorized Official	Date Signed: _____ Debra Tompkins Prepared By: _____ 601-638-7121 Preparer's Telephone No.
--	--

4/5/2012
Date Prepared

**Mississippi Development Authority
Cash Summary Support Sheet**

Page 1 of 2

Applicant City of Hattiesburg Request No: 24 Grant Number: R-103-06
 Period Cost - Beginning February 1, 2012 Ending Date: February 29, 2012 Contract Number: R-103-205-01-KED

1. Activity: Administration				(a)	(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share	
A. Administration	Jimmy Gouras	9351	\$6,104.56		\$6,104.56	
B. Administration						
C. Administration						
D. Administration						
Subtotal:			<u>\$6,104.56</u>		<u>\$6,104.56</u>	

2. Activity: Architect/Engineering				(a)	(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share	
A. Architect/Engineering					\$0.00	
B. Architect/Engineering					\$0.00	
C. Architect/Engineering					\$0.00	
D. Architect/Engineering					\$0.00	
Subtotal:			<u>\$ -</u>		<u>\$ -</u>	

3. Activity: Sewer & Water Improvement				(a)	(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share	
A. Sewer & Water Improvement					\$0.00	
B. Sewer & Water Improvement					\$0.00	
C. Sewer & Water Improvement						
D. Sewer & Water Improvement						
Subtotal:			<u>\$ -</u>		<u>\$ -</u>	

Applicant City of Hattiesburg

Cash Summary Support Sheet

Request No:

24

Grant Number:

R-103-06

Contract Number:

R-103-205-01-KED

4. Activity: _____

Line Item

Vendor Name

Invoice #

(a) Invoice Amount

(b) Match Share

Federal Share

A. _____ \$0.00

B. _____

C. _____

D. _____

Subtotal: \$0.00 \$0.00 \$0.00

5. Activity: _____

Line Item

Vendor Name

Invoice #

(a) Invoice Amount

(b) Match Share

Federal Share

A. _____ \$0.00

B. _____ \$0.00

C. _____

D. _____

Subtotal: \$0.00 \$0.00 \$0.00

6. Activity: _____

Line Item

Vendor Name

Invoice #

(a) Invoice Amount

(b) Match Share

Federal Share

A. _____ \$0.00

B. _____

C. _____

D. _____

Subtotal: \$0.00 \$0.00 \$0.00

Cumulative Match Expended To Date:

\$852,722.11

GRAND TOTAL:

\$6,104.56

\$

-

\$

6,104.56

Cumulative Federal Expended To Date:

\$2,378,634.53

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract, agreement or grant; b) the amount requested will be expended for allowable costs/expenditures under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.

I Herby Certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

Johnny DuPree, Mayor

Typed Name and Title of Authorized Official

Signature of Authorized Official

Mississippi Development Authority Consolidated Support Sheet

Applicant: City of Hattiesburg Contract Number: R-103-205-01-KED
 Request for Cash Number: 24 Total Amount Requested: \$ 6,104.56

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration	\$ 56,651.00	\$ 40,546.44	\$ 6,104.56	\$ 10,000.00
Engineering				
Specific Line Items as Listed in the Budget:				
Application Preparation	\$ 10,000.00	\$ 10,000.00		\$ -
Architectural/Engineering	\$ 199,811.00	\$ 180,873.49		\$ 18,937.51
Contingency	\$ 127,427.00			\$ 127,427.00
Sewer & Water Improvements	\$ 2,267,866.00	\$ 2,141,110.04		\$ 126,755.96
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total Budget	\$ 2,661,755.00	\$ 2,372,529.97	\$ 6,104.56	\$ 283,120.47

Total Funds Request to Date: \$ 2,378,634.53
 Amount of Other Funds Expended to Date: \$852,722.11
 CDBG Project Balance \$ 283,120.47
 Period of Projected Cash Needs - Beginning: February 1, 2012 Thru February 29, 2012

TODAY'S DATE	4/5/2012	TOTAL CONTRACT BUDGET	\$ 2,661,755.00	Enter number from Cash Request.
CONTRACT BEGIN DATE (FROM CONTRACT)	1/7/2009	TOTAL AMOUNT SPENT TO DATE	\$ 2,378,634.53	Enter number from Cash Request.
CONTRACT END DATE (FROM CONTRACT)	1/7/2012	% TOTAL CONTRACT BUDGET SPENT	89.36%	
CONTRACT EXTENSION (MONTHS) (ENTER # OF MONTHS OR "0")		% CONTRACT BUDGET REMAINING	10.64%	
FINAL CONTRACT COMPLETION DATE	1/7/2012	CONSTRUCTION BUDGET AMOUNT	\$ 2,395,293.00	
CONTRACT DURATION (MONTHS)	36.00	TOTAL CONSTRUCTION DOLLARS SPENT TO	\$ 2,141,110.04	
% OF CONTRACT PERIOD ELAPSED	108.13%	% CONSTRUCTION BUDGET SPENT	89.39%	
% OF CONTRACT PERIOD REMAINING	-8.13%			

STATEMENT FOR SERVICES RENDERED

CITY OF HATTIESBURG

**KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT
GO ZONE GRANT**

PROJECT NO. R-103-205-01-KED

Wis-Pak

February 29, 2012

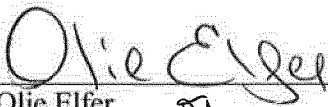
INVOICE #9351

Monthly Administrative Services Rendered Pertaining Project #R-103-205-01-KED.

Services rendered include overall coordination of project activities; Attending MDA/HUD monitoring visits, meetings, etc.; Maintaining financial records; Preparing the necessary documentation to request funds from MDA; and Providing all other services considered normal administrative services within the course of this Agreement

TOTAL DUE

\$ 6,104.56


Olie Elfer 81

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net



City of Hattiesburg, MS

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

Master

File Number: 2012-0719

File ID: 2012-0719

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: Authorize Mayor to execute Supplemental Agreement No. 2 for 592 Program Sewer Rehabilitation Contract No. 3.

Final Action: 04/17/2012

Minute Book Number: MB 2012-1/120

Title:

Approve change order and authorize Mayor to execute four (4) copies of Supplemental Agreement No. 2 for the 592 Program Sewer Rehabilitation Contract No. 3 with C. B. Developers, Inc.

Notes: 99630.7220.26

Sponsors:

Enactment Date:

Attachments: 592 Cont 3 Suppl Agree #2, executed

Enactment Number:

Contact:

Meeting Date: 04/17/2012

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	04/17/2012	Approve				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Approve change order and authorize Mayor to execute four (4) copies of Supplemental Agreement No. 2 for the 592 Program Sewer Rehabilitation Contract No. 3 with C. B. Developers, Inc.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Delgado, Carroll and Naylor							
Nays: 0							
Absent: 1 - Ware							
Yea: 4 President Bradley Council Member Delgado Council Member Carroll Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0719

Title

Approve change order and authorize Mayor to execute four (4) copies of Supplemental Agreement No. 2 for the 592 Program Sewer Rehabilitation Contract No. 3 with C. B. Developers, Inc.

Summary

Authorize Mayor to execute four (4) copies of Supplemental Agreement No. 2 for the 592 Program Sewer Rehabilitation Contract No. 3 with C. B. Developers, Inc.

Budget Information

99630.7220.26 \$3,311.80

Expenditure Type

Regular Budget Item

Purchasing Item

Regular Purchase

Publication Information

**592 PROGRAM SEWER REHABILITATION
CONTRACT NO. 3
CITY OF HATTIESBURG
SUPPLEMENTAL AGREEMENT NO. 2**

CITY OF HATTIESBURG, MISSISSIPPI

WHEREAS, We, C. B. Developers, Inc Contractor and Liberty Mutual Insurance Company, Surety entered into a contract with the City of Hattiesburg on the 18th Day of January 2011 for 592 Program Sewer Rehabilitation, Contract No3.

WHEREAS: It is proposed that the following items be added or adjusted to the contract documents.

Due to a conflict with an existing 24 inch water main along Manning Avenue, it is necessary to directional bore a section of the project. The bore will be located between Roby Street and Edwards Street on Manning Avenue.

The following items will be reduced as a result of the directional bore noted above.

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
4	24" Steel Casing (Open Cut)(All Depths)	L.F..	75.0	\$ 90.77	(\$ 6,807.75)
5	24" Steel Casing (Bored)(All Depths)	L.F..	60.0	\$ 197.46	(\$ 11,847.60)
21	18" PVC Sewer SDR-26 (0'-6')	L.F.	135.0	\$ 35.06	(4,733.10)
24	18" PVC Sewer SDR-26 (10'-12')	L.F.	289.0	\$ 42.53	(12,291.17)
25	18" PVC Sewer SDR-26 (12'-14')	L.F.	208.0	\$ 47.53	(9,886.24)
26	18" PVC Sewer SDR-26 (14'-16')	L.F.	211.0	\$ 52.51	(9,434.60)
50	72" Manhole (10'-12')	Each	2.0	\$4,717.30	(4,717.30)
51	72" Manhole (12'-14')	Each	1.0	\$5,332.78	(5,332.78)
62	Size 825 Crushed Stone	Ton	151.0	\$ 27.82	(4,200.82)
63	Select Fill Material	C.Y.	355.0	\$ 5.22	(1,853.10)
65	Surface Course Asphalt (SC-1)	Ton.	189.0	\$ 113.87	(21,521.43)

The following item shall be added as an item as noted above.

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
73	20" HDPE SDR-11	L.F.	464.00	\$ 220.00	\$102,300.00

Total increase of original construction contract is \$ 3,311.80

WHEREAS: It is proposed that the additional calendar days for completion of the project should be added for additional work added in Supplemental Agreement No 1, Supplemental Agreement No 2, repairs of existing water mains and unusually inclement weather. An additional 145 calendar days shall be added to the project.

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

NOW, THEREFORE, We, C.B. Developers, Inc, Contractor and Liberty Mutual Insurance Company Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this _____ day of _____, 201_

C.B. Developers, Inc

Liberty Mutual Insurance Company

By: _____
Contractor

By: _____
Surety

Witness: _____

Witness: _____

City of Hattiesburg

By: _____
Owner

Witness: _____

**592 PROGRAM SEWER REHABILITATION
CONTRACT NO. 3
CITY OF HATTIESBURG**

SUPPLEMENTAL AGREEMENT NO. 2

CITY OF HATTIESBURG, MISSISSIPPI

WHEREAS, We, C. B. Developers, Inc Contractor and Liberty Mutual Insurance Company, Surety entered into a contract with the City of Hattiesburg on the 18th Day of January 2011 for 592 Program Sewer Rehabilitation, Contract No3.

WHEREAS: It is proposed that the following items be added or adjusted to the contract documents.

Due to a conflict with an existing 24 inch water main along Manning Avenue, it is necessary to directional bore a section of the project. The bore will be located between Roby Street and Edwards Street on Manning Avenue.

The following items will be reduced as a result of the directional bore noted above.

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
4	24" Steel Casing (Open Cut)(All Depths)	L.F..	75.0	\$ 90.77	(\$ 6,807.75)
5	24" Steel Casing (Bored)(All Depths)	L.F..	60.0	\$ 197.46	(\$ 11,847.60)
21	18" PVC Sewer SDR-26 (0'-6')	L.F.	135.0	\$ 35.06	(4,733.10)
24	18" PVC Sewer SDR-26 (10'-12')	L.F.	289.0	\$ 42.53	(12,291.17)
25	18" PVC Sewer SDR-26 (12'-14')	L.F.	208.0	\$ 47.53	(9,886.24)
26	18" PVC Sewer SDR-26 (14'-16')	L.F.	211.0	\$ 52.51	(9,434.60)
50	72" Manhole (10'-12')	Each	2.0	\$4,717.30	(4,717.30)
51	72" Manhole (12'-14')	Each	1.0	\$5,332.78	(5,332.78)
62	Size 825 Crushed Stone	Ton	151.0	\$ 27.82	(4,200.82)
63	Select Fill Material	C.Y.	355.0	\$ 5.22	(1,853.10)
65	Surface Course Asphalt (SC-1)	Ton.	189.0	\$ 113.87	(21,521.43)

The following item shall be added as an item as noted above.

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
73	20" HDPE SDR-11	L.F.	464.00	\$ 220.00	\$102,300.00

Total increase of original construction contract is \$ 3,311.80

WHEREAS: It is proposed that the additional calendar days for completion of the project should be added for additional work added in Supplemental Agreement No 1, Supplemental Agreement No 2, repairs of existing water mains and unusually inclement weather. An additional 145 calendar days shall be added to the project.

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

NOW, THEREFORE, We, C.B. Developers, Inc., Contractor and Liberty Mutual Insurance Company Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this 17th day of April, 2012

C.B. Developers, Inc

Liberty Mutual Insurance Company

By: [Signature]

Contractor

By: [Signature]

Surety

Eric Buckley/Attorney-in-Fact
Resident MS Agent/Bottrell Insurance

Witness: [Signature]

Witness: [Signature]

Angela Bullie

City of Hattiesburg

By: [Signature]

Owner

Witness: [Signature]



City of Hattiesburg, MS

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

Master

File Number: 2012-0687

File ID: 2012-0687

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 04/09/2012

Brief Title: Housing Repair Grant Award - 1212 Putnam Avenue

Final Action: 04/17/2012

Minute Book Number: MB 2012-1/120

Title:

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to James McPhail of 1212 Putnam Avenue in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E).
{Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: COHCD Contractor & J. McPhail Agreement
03.28.12, executed COHCD Contractor & J. McPhail
Agreement 03.28.12, Grant Agreement - J. McPhail
(\$10K-) 03.28.12, executed Grant Agreement - J.
McPhail (\$10K-) 03.28.12

Enactment Number:

Contact:

Meeting Date: 04/17/2012

Drafter: Kevin Jordan

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/17/2012	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to James McPhail of 1212 Putnam Avenue in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Delgado, Carroll and Naylor							
Nays: 0							
Absent: 1 - Ware							

Yea: 4 President Bradley
Council Member Delgado
Council Member Carroll
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2012-0687

Title

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to James McPhail of 1212 Putnam Avenue in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Summary

Housing Repair Grant Award - 1212 Putnam Avenue

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 17th day of April, 2012 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and James McPhail of 1212 Putnam Avenue, Hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 1212 Putnam Avenue Project by COHCD, said work to be performed on the structure(s)/property located at 209 Bowling Avenue, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **Fifty dollars (\$50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ () subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/COHCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective

Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to 1212 Putnam Avenue for fifteen (15) years. Homeowner agrees to occupy the reconstructed home for fifteen (15) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the fifteen (15) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2012.

James McPhail, Homeowner Date

Spouse's Signature Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: _____

Date: _____

Attest: _____
City Clerk

Attest: _____

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 17th day of April, 2012 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and James McPhail of 1212 Putnam Avenue, Hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 1212 Putnam Avenue Project by COHCD, said work to be performed on the structure(s)/property located at 209 Bowling Avenue, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **Fifty dollars (\$50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ () subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective

Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to 1212 Putnam Avenue for fifteen (15) years. Homeowner agrees to occupy the reconstructed home for fifteen (15) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the fifteen (15) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2012.

James McPhail, Homeowner

Date

Spouse's Signature

Date

City of Hattiesburg, Mississippi

By: _____

Johnny L. DuPree, Mayor

Date: _____

4-17-12

Contractor

By: _____

Date: _____

Attest: _____

City Clerk

Attest: _____

CITY OF HATTIESBURG
HOUSING REPAIR (\$10K-)
GRANT AWARD AGREEMENT

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary. The storage company will not move or store these items.
4. _____ I understand that my refrigerator, dishwasher, freezer, washing machine and dryer must be cleaned and emptied when the moving company arrives and that *the moving company will not* be responsible for cleaning or mildew of appliances.
5. _____ I understand that I will not be able to remove any of my things out of storage prior to move back.
6. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
7. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
8. _____ I agree to attend Homeowner’s Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
9. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an employee of the City.
10. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **three (3)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
11. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **three (3)** year affordability period.
12. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **three (3)** year affordability period.
13. _____ I hereby agree to maintain homeowner’s insurance and when applicable, flood insurance.
14. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
15. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, **James McPhail of 1212 Putnam Avenue**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2012.

Homeowner’s Signature

Spouse’s Signature

GRANT AWARD
The Homeowner(s), **James McPhail of 1212 Putnam Avenue**, is hereby awarded a Housing Repair Grant for General Repair costs **in an amount not to exceed \$10,000** on this the **17th** day of **April, 2012**.

<u>City of Hattiesburg, Mississippi</u>	<u>Contractor</u>
By: _____ Johnny L. DuPree, Mayor	By: _____
Date: _____	Date: _____
Attest: _____ City Clerk	Attest: _____

CITY OF HATTIESBURG HOUSING REPAIR (\$10K-) GRANT AWARD AGREEMENT

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary. The storage company will not move or store these items.
4. _____ I understand that my refrigerator, dishwasher, freezer, washing machine and dryer must be cleaned and emptied when the moving company arrives and that *the moving company will not* be responsible for cleaning or mildew of appliances.
5. _____ I understand that I will not be able to remove any of my things out of storage prior to move back.
6. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
7. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
8. _____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
9. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an employee of the City.
10. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **three (3)** years after completion of the repairs funded under in the Housing Rehabilitation Program. (**Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.**)
11. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the *three (3)* year affordability period.
12. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **three (3)** year affordability period.
13. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
14. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
15. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, **James McPhail of 1212 Putnam Avenue**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2012.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), **James McPhail of 1212 Putnam Avenue**, is hereby awarded a Housing Repair Grant for General Repair costs in an amount not to exceed **\$10,000** on this the **17th** day of **April, 2012**.

City of Hattiesburg, Mississippi

Contractor

By: _____

Johnny L. Dupree, Mayor

By: _____

Date: _____

4-17-12

Date: _____

Attest: _____

City Clerk

Attest: _____



City of Hattiesburg, MS

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

Master

File Number: 2012-0686

File ID: 2012-0686

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 04/09/2012

Brief Title: Housing Repair Grant Award - 2403 McInnis Loop

Final Action: 04/17/2012

Minute Book Number: mb 2012-1/120-121

Title:

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Clarence D. Reed, Jr. of 2403 McInnis Loop in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: COHCD Contractor & C. Reed Agreement 03.28.12, executed COHCD Contractor & C. Reed Agreement 03.28.12, Grant Agreement -C. Reed (\$10K-) 03.28.12, executed Grant Agreement -C. Reed (\$10K-) 03.28.12

Enactment Number:

Contact:

Meeting Date: 04/17/2012

Drafter: Kevin Jordan

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/17/2012	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Clarence D. Reed, Jr. of 2403 McInnis Loop in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Delgado, Carroll and Naylor							
Nays: 0							
Absent: 1 - Ware							

Yea: 4 President Bradley
Council Member Delgado
Council Member Carroll
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2012-0686

Title

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Clarence D. Reed, Jr. of 2403 McInnis Loop in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Summary

Housing Repair Grant Award - 2403 McInnis Loop

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 17th day of April, 2012 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Clarence D. Reed, Jr. of 2403 McInnis Loop, Hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 2403 McInnis Loop Project by COHCD, said work to be performed on the structure(s)/property located at 209 Bowling Avenue, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **Fifty dollars (\$50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ () subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/COHCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective

Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to 2403 McInnis Loop for fifteen (15) years. Homeowner agrees to occupy the reconstructed home for fifteen (15) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the fifteen (15) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2012.

Clarence D. Reed, Jr., Homeowner Date

Spouse's Signature Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: _____

Date: _____

Attest: _____
City Clerk

Attest: _____

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 17th day of April, 2012 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Clarence D. Reed, Jr. of 2403 McInnis Loop, Hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 2403 McInnis Loop Project by COHCD, said work to be performed on the structure(s)/property located at 209 Bowling Avenue, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **Fifty dollars (\$50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ () subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCDD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective

Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to 2403 McInnis Loop for fifteen (15) years. Homeowner agrees to occupy the reconstructed home for fifteen (15) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the fifteen (15) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2012.

Clarence D. Reed, Jr., Homeowner

Date

Spouse's Signature

Date

City of Hattiesburg, Mississippi

By: _____

Johnny L. DuPree, Mayor

Date: 4-17-12

Attest: _____

City Clerk

Contractor

By: _____

Date: _____

Attest: _____

CITY OF HATTIESBURG
HOUSING REPAIR (\$10K-)
GRANT AWARD AGREEMENT

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary. The storage company will not move or store these items.
4. _____ I understand that my refrigerator, dishwasher, freezer, washing machine and dryer must be cleaned and emptied when the moving company arrives and that *the moving company will not* be responsible for cleaning or mildew of appliances.
5. _____ I understand that I will not be able to remove any of my things out of storage prior to move back.
6. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
7. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
8. _____ I agree to attend Homeowner’s Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
9. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an employee of the City.
10. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **three (3)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
11. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the *three (3)* year affordability period.
12. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **three (3)** year affordability period.
13. _____ I hereby agree to maintain homeowner’s insurance and when applicable, flood insurance.
14. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
15. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, **Clarence D. Reed, Jr. of 2403 McInnis Loop**, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2012.

Homeowner’s Signature

Spouse’s Signature

GRANT AWARD
The Homeowner(s), **Clarence D. Reed, Jr. of 2403 McInnis Loop**, is hereby awarded a Housing Repair Grant for General Repair costs **in an amount not to exceed \$10,000** on this the **17th** day of **April, 2012**.

<u>City of Hattiesburg, Mississippi</u>	<u>Contractor</u>
By: _____ Johnny L. DuPree, Mayor	By: _____
Date: _____	Date: _____
Attest: _____ City Clerk	Attest: _____

**CITY OF HATTIESBURG
HOUSING REPAIR (\$10K-)
GRANT AWARD AGREEMENT**

General Terms and Conditions

1. ____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. ____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. ____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary. The storage company will not move or store these items.
4. ____ I understand that my refrigerator, dishwasher, freezer, washing machine and dryer must be cleaned and emptied when the moving company arrives and that *the moving company will not* be responsible for cleaning or mildew of appliances.
5. ____ I understand that I will not be able to remove any of my things out of storage prior to move back.
6. ____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
7. ____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
8. ____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
9. ____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an employee of the City.
10. ____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **three (3)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
11. ____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **three (3)** year affordability period.
12. ____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **three (3)** year affordability period.
13. ____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
14. ____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
15. ____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, Clarence D. Reed, Jr. of 2403 McInnis Loop, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the ____ day of _____, 2012.

Homeowner's Signature _____

Spouse's Signature _____

GRANT AWARD

The Homeowner(s), Clarence D. Reed, Jr. of 2403 McInnis Loop, is hereby awarded a Housing Repair Grant for General Repair costs in an amount not to exceed \$10,000 on this the 17th day of April, 2012.

City of Hattiesburg, Mississippi

Contractor

By: _____

By: _____

Johnny L. DuPree, Mayor

Date: 4-17-12

Date: _____

Attest: _____

Attest: _____

City Clerk



City of Hattiesburg, MS

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

Master

File Number: 2012-0692

File ID: 2012-0692

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 04/09/2012

Brief Title: Housing Rehabilitation Grant Award

Final Action: 04/17/2012

Minute Book Number: MB 2012-1/121

Title:

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Ovell Travis of 209 Bowling Avenue in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: COHCD Contractor & O. Travis Agreement 04.09.12, executed COHCD Contractor & O. Travis Agreement 04.09.12, Grant Agreement - O.Travis (\$25K+) 04.09.12, executed Grant Agreement - O.Travis (\$25K+) 04.09.12

Enactment Number:

Contact:

Meeting Date: 04/17/2012

Drafter: Kevin Jordan

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/17/2012	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Ovell Travis of 209 Bowling Avenue in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Delgado, Carroll and Naylor							
Nays: 0							
Absent: 1 - Ware							

Yea: 4 President Bradley
Council Member Delgado
Council Member Carroll
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2012-0692

Title

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Ovell Travis of 209 Bowling Avenue in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Summary

Housing Rehabilitation Grant Award - 209 Bowling Avenue

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 17th day of April, 2012 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Ovell Travis of 209 Bowling Avenue, Hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 209 Bowling Avenue Project by COHCD, said work to be performed on the structure(s)/property located at 209 Bowling Avenue, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **Fifty dollars (\$50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ () subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/COHCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective

Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to 209 Bowling Avenue for fifteen (15) years. Homeowner agrees to occupy the reconstructed home for fifteen (15) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the fifteen (15) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2012.

Ovell Travis, Homeowner Date

Spouse's Signature Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: _____

Date: _____

Attest: _____
City Clerk

Attest: _____

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 17th day of April, 2012 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Ovell Travis of 209 Bowling Avenue, Hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 209 Bowling Avenue Project by COHCD, said work to be performed on the structure(s)/property located at 209 Bowling Avenue, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **Fifty dollars (\$50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ () subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCDD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective

Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to 209 Bowling Avenue for fifteen (15) years. Homeowner agrees to occupy the reconstructed home for fifteen (15) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the fifteen (15) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2012.

Ovell Travis, Homeowner

Date

Spouse's Signature

Date

City of Hattiesburg, Mississippi

By: _____

Johnny L. DuPree, Mayor

Date: 4-17-12

Attest: _____

City Clerk

Contractor

By: _____

Date: _____

Attest: _____

CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary. The storage company will not move or store these items.
4. _____ I understand that my refrigerator, dishwasher, freezer, washing machine and dryer must be cleaned and emptied when the moving company arrives and that *the moving company will not* be responsible for cleaning or mildew of appliances.
5. _____ I understand that I will not be able to remove any of my things out of storage prior to move back.
6. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
7. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
8. _____ I agree to attend Homeowner’s Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
9. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an employee of the City.
10. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **fifteen (15)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
11. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the *fifteen (15)* year affordability period.
12. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **fifteen (15)** year affordability period.
13. _____ I hereby agree to maintain homeowner’s insurance and when applicable, flood insurance.
14. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
15. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, Ovell Travis of 209 Bowling Avenue, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2012.

Homeowner’s Signature

Spouse’s Signature

GRANT AWARD

The Homeowner(s), Ovell Travis of 209 Bowling Avenue, is hereby awarded a Housing Rehabilitation Grant for General Construction costs in an amount not to exceed \$50,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)]. Lead and Asbestos activities have been contracted separately on this the 17th day of April, 2012.

City of Hattiesburg, Mississippi

Contractor

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: _____

Date: _____

Attest: _____
City Clerk

Attest: _____

**CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT**

General Terms and Conditions

1. ____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. ____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. ____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary. The storage company will not move or store these items.
4. ____ I understand that my refrigerator, dishwasher, freezer, washing machine and dryer must be cleaned and emptied when the moving company arrives and that *the moving company will not* be responsible for cleaning or mildew of appliances.
5. ____ I understand that I will not be able to remove any of my things out of storage prior to move back.
6. ____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
7. ____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
8. ____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
9. ____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an employee of the City.
10. ____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **fifteen (15)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
11. ____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **fifteen (15)** year affordability period.
12. ____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **fifteen (15)** year affordability period.
13. ____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
14. ____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
15. ____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, Ovell Travis of 209 Bowling Avenue, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the ____ day of _____, 2012.

Homeowner's Signature

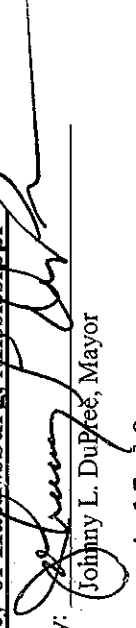
Spouse's Signature

GRANT AWARD

The Homeowner(s), Ovell Travis of 209 Bowling Avenue, is hereby awarded a Housing Rehabilitation Grant for General Construction costs in an amount not to exceed \$50,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)]. Lead and Asbestos activities have been contracted separately on this the 17th day of April, 2012.

City of Hattiesburg, Mississippi

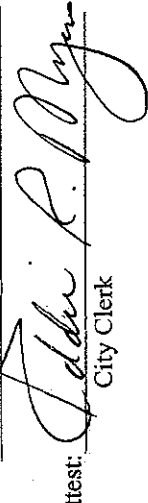
Contractor

By: 
Johnny L. DuPree, Mayor

By: _____

Date: 4-17-12

Date: _____

Attest: 
City Clerk

Attest: _____



City of Hattiesburg, MS

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

Master

File Number: 2012-0710

File ID: 2012-0710

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: Housing Program Grant Award - Benita Conner

Final Action: 04/17/2012

Minute Book Number: MB 2012-1/121

Title:

Approve and authorize the Mayor to execute in triplicate a Housing Grant Award to Benita Conner covering the Rehabilitation of 16 Collins Street (previously acquired by the City for use in the CDBG/HOME Program) and the subsequent conveyance of said property to Benita Conner in accordance with the Housing Programs Manual Part I-B, all costs including acquisition not to exceed \$50,000. {Entitlements}

Notes:

Sponsors:

Enactment Date:

Attachments: Grant Award - Benita Conner, executed Grant Award
- Benita Conner

Enactment Number:

Contact:

Meeting Date: 04/17/2012

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/17/2012	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve and authorize the Mayor to execute in triplicate a Housing Grant Award to Benita Conner covering the Rehabilitation of 16 Collins Street (previously acquired by the City for use in the CDBG/HOME Program) and the subsequent conveyance of said property to Benita Conner in accordance with the Housing Programs Manual Part I-B, all costs including acquisition not to exceed \$50,000. {Entitlements}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Delgado, Carroll and Naylor							
Nays: 0							
Absent: 1 - Ware							

Yea: 4 President Bradley
Council Member Delgado
Council Member Carroll
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2012-0710

Title

Approve and authorize the Mayor to execute in triplicate a Housing Grant Award to Benita Conner covering the Rehabilitation of 16 Collins Street (previously acquired by the City for use in the CDBG/HOME Program) and the subsequent conveyance of said property to Benita Conner in accordance with the Housing Programs Manual Part I-B, all costs including acquisition not to exceed \$50,000. {Entitlements}

Summary

Housing Program Grant Award - Benita Conner

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
HOUSING PROGRAM (25K+)
GRANT AWARD AGREEMENT

General Terms and Conditions

1. _____ I understand that I am voluntarily receiving a Housing Program award funded by the U.S. Department of Housing & Urban Development's HOME Investment Partnership Program through the City of Hattiesburg for the acquisition of property at 16 Collins Street, Hattiesburg, MS.
2. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an employee of the City.
3. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
4. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than fifteen (15) year affordability period following the closing and transfer of this property to my name.
5. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sell, transfer or dispose of the property prior to the expiration of the *fifteen* (15) year affordability period.
6. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the fifteen (15) year affordability period.
7. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance, for the duration of the fifteen (15) year affordability period .
8. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period, and I further understand that such taxes will be my responsibility beyond the affordability period for as long as I may own the property.
9. _____ I hereby certify that I am moving into the property of my own accord, that I have not been coerced or required to relocate, that I understand it is my option to forgo this Housing Program at any time prior to closing, and that I am relocating voluntarily.
10. _____ I understand that this housing arrangement is that of ownership, and property maintenance is my own responsibility. As such, the City, nor any third party has any responsibility or obligation as it pertains to upkeep and maintenance.
11. _____ I understand that a Deed of Trust will be filed upon closing that will serve to enforce the affordability period described herein for the period of fifteen (15) years. The affordability period will expire on the anniversary of closing in the year 2027.
12. _____ I understand that prior to closing, the property will be inspected one final time to ensure that it meets the Housing Quality Standards and the conditions are decent, safe, and sanitary.
13. _____ I understand that an environmental review was conducted prior to the City's acquisition and/or rehabilitation of the property, and that no concerns were discovered. I understand that the house was constructed after 1978, and as such, the house is exempt from any requirement to test for lead-based paint. The City has additionally provided me with pamphlets entitled "Protect your family from lead in your home" and "Watch out for lead-based paint poisoning."
14. _____ I understand that the City may require an inspection of the condition of the property's interior and exterior periodically during the affordability period to comply with HUD's regulations for code inspections.

By my signature below on this the 17th day of April 2012, I, Benita Conner, agree to all the terms of this award and understand that failure to abide by any of the terms will result in forfeiture of my award and/or required repayment.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Recipient(s), Benita Conner, is hereby awarded a Housing Program Award for an amount not to exceed \$50,000 in connection with the City's agreement to acquire, rehabilitate, and transfer the property at 16 Collins Street in accordance with the Housing Program Manual on this the 17th day of April, 2012.

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor
Date: _____

Attest: _____
Date: _____

CITY OF HATTIESBURG
HOUSING PROGRAM (25K+)
GRANT AWARD AGREEMENT

General Terms and Conditions

1. _____ I understand that I am voluntarily receiving a Housing Program award funded by the U.S. Department of Housing & Urban Development's HOME Investment Partnership Program through the City of Hattiesburg for the acquisition of property at 16 Collins Street, Hattiesburg, MS.
2. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an employee of the City.
3. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
4. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than fifteen (15) year affordability period following the closing and transfer of this property to my name.
5. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sell, transfer or dispose of the property prior to the expiration of the fifteen (15) year affordability period.
6. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the fifteen (15) year affordability period.
7. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance, for the duration of the fifteen (15) year affordability period .
8. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period, and I further understand that such taxes will be my responsibility beyond the affordability period for as long as I may own the property.
9. _____ I hereby certify that I am moving into the property of my own accord, that I have not been coerced or required to relocate, that I understand it is my option to forgo this Housing Program at any time prior to closing, and that I am relocating voluntarily.
10. _____ I understand that this housing arrangement is that of ownership, and property maintenance is my own responsibility. As such, the City, nor any third party has any responsibility or obligation as it pertains to upkeep and maintenance.
11. _____ I understand that a Deed of Trust will be filed upon closing that will serve to enforce the affordability period described herein for the period of fifteen (15) years. The affordability period will expire on the anniversary of closing in the year 2027.
12. _____ I understand that prior to closing, the property will be inspected one final time to ensure that it meets the Housing Quality Standards and the conditions are decent, safe, and sanitary.
13. _____ I understand that an environmental review was conducted prior to the City's acquisition and/or rehabilitation of the property, and that no concerns were discovered. I understand that the house was constructed after 1978, and as such, the house is exempt from any requirement to test for lead-based paint. The City has additionally provided me with pamphlets entitled "Protect your family from lead in your home" and "Watch out for lead-based paint poisoning."
14. _____ I understand that the City may require an inspection of the condition of the property's interior and exterior periodically during the affordability period to comply with HUD's regulations for code inspections.

By my signature below on this the 17th day of April 2012, I, Benita Conner, agree to all the terms of this award and understand that failure to abide by any of the terms will result in forfeiture of my award and/or required repayment.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Recipient(s), Benita Conner, is hereby awarded a Housing Program Award for an amount not to exceed \$50,000 in connection with the City's agreement to acquire, rehabilitate, and transfer the property at 16 Collins Street in accordance with the Housing Program Manual on this the 17th day of April, 2012.

City of Hattiesburg, Mississippi

By: _____

Johnny L. DuPree, Mayor

Date: _____

4-17-12

Attest: _____

Date: _____

4-17-12



City of Hattiesburg, MS

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

Master

File Number: 2012-0699

File ID: 2012-0699

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: HOME Rehabilitation Subrecipient - Breakthrough
Community Services

Final Action: 05/01/2012

Minute Book Number: MB2012-1/122 Remov

Title:

Approve and authorize the execution of a Subrecipient Agreement with Breakthrough Community Services to provide Housing Rehabilitation in connection with the City's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Grant Program. {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: Breakthrough HOME Subrecipient, executed BSC

Enactment Number:

Contact:

Meeting Date: 05/01/2012

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/17/2012					
	Notes: Removed.						
1	City Council	05/01/2012	Approve and Authorize				Pass
	Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Carroll to Approve and authorize the execution of a Subrecipient Agreement with Breakthrough Community Services to provide Housing Rehabilitation in connection with the City's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Grant Program. {Entitlement}						
	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 2012-0699

Title

Approve and authorize the execution of a Subrecipient Agreement with Breakthrough Community Services to provide Housing Rehabilitation in connection with the City's CDBG/HOME Housing Rehabilitation/Reconstruction and Repair Grant Program. {Entitlement}

Summary

HOME Rehabilitation Subrecipient - Breakthrough Community Services

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**CITY OF HATTIESBURG
HOME PROGRAM
SUBRECIPIENT AGREEMENT**

Breakthrough Community Services

THIS contract (hereinafter the “AGREEMENT”), is made and entered into this **First (1st) day of May, 2012** by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the “GRANTEE”), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Breakthrough Community Services (hereinafter called the “SUBRECIPIENT”), located in the City of Hattiesburg (1313 Country Club Road) for an amount not to exceed \$50,000.00 for the substantial rehabilitation of one single-family, owner-occupied home, to include procuring necessary contractors and overseeing the work thereof. This agreement shall terminate on or before the 31st day of December 2012, unless amended by written instrument as provided for herein, although certain requirements and obligations contained herein may extend beyond the termination of the agreement.

WHEREAS, the Congress of the United States has enacted the Cranston- Gonzales National Affordable Housing Act of 1990 which created the HOME Investment Partnerships Program (hereinafter the “HOME Program”) to provide funds to state and local government for affordable housing assistance that is most appropriate for local needs; and

WHEREAS, the City of Hattiesburg has been designated as a Participating Jurisdiction by HUD for purposes of receiving HOME funds under provisions of Title II of Cranston-Gonzales National Affordable Housing Act of 1990 as amended (42 U.S.C. 12701, et seq.) (hereinafter the “National Affordable Housing Act”); and

WHEREAS, GRANTEE wishes to engage the SUBRECIPIENT to assist with the implementation of a portion of the GRANTEE’S Homeowner Rehabilitation/Repair/Reconstruction program (PROGRAM) within the City of Hattiesburg;

WHEREAS, the GRANTEE, as the administrator of a HOME Program, has authority under the provisions of the “HOME Program” to provide financial assistance for the rehabilitation of homeowner occupied properties; and

WHEREAS, the SUBRECIPIENT has submitted a proposal to the GRANTEE for assistance to rehabilitate a property located in the City of Hattiesburg, and legally described in “Exhibit C”, attached hereto and made a part hereof, (hereafter the “PROJECT”); and

WHEREAS, the GRANTEE has reviewed said proposal, and has conducted an evaluation of said PROJECT, including a comprehensive, on-site assessment of existing code violations which will need to be corrected and other work that will need to be

completed as part of said PROJECT, an assessment of the SUBRECIPIENT's ability to provide any required matching funds for said PROJECT, and an estimated total cost of said PROJECT; and

WHEREAS, the GRANTEE has determined that the PROJECT is eligible for funding under the HOME Program, and

WHEREAS, the SUBRECIPIENT is required to provide non-HOME funding and/or resources for any elective work, which is any work not covered by the scope of the write-up or discovery items revealed in the execution of the work write-up; and

WHEREAS, the SUBRECIPIENT has been fully informed regarding all requirements or obligations that must be met by SUBRECIPIENT in order to utilize HOME Program funds for the PROJECT, including but not limited to, the requirement that the HOME assisted dwelling unit(s) must remain affordable to low-income households in accordance with 24 CFR Part 92, Sections 203, 251-253 or in accordance with the City's Housing Rehabilitation, Reconstruction, and Repair Manual in cases where federally required affordability periods may not exist, and

WHEREAS, the SUBRECIPIENT, after said evaluation and assessment of the PROJECT by the GRANTEE, and having been fully informed regarding the requirements of the HOME Program, is committed to starting said PROJECT with the assistance of HOME Program funds on or before June 1, 2012; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

ARTICLE I: HOME REQUIREMENTS

Section 1: Use of HOME Funds

The GRANTEE agrees to provide the SUBRECIPIENT an amount not to exceed \$50,000 from its HOME PROGRAM allocation for the purpose of rehabilitating a homeowner-occupied, single-family house. Funds shall be provided on a reimbursement basis for hard costs properly documented by the SUBRECIPIENT, and shall be used in the manner as described in the following:

- a.) The scope of work including the schedule is provided as "Exhibit A".
- b.) The budget for completing tasks is provided as "Exhibit B."
- c.) The subject property is fully described in "Exhibit C".
- d.) The rehabilitation will be completed in accordance with the plans, drawings, and specifications, or work write-ups described in Exhibit "D" attached hereto and by reference made a part hereof.

Section 2: Affordability

Unless duties specific to this project are outlined otherwise in Exhibit A: the SUBRECIPIENT shall comply with all income determinations and affordability requirements of the HOME program as set forth in HUD Regulations 24 CFR 92.203, or 92.254, or the City's Rehabilitation, Reconstruction, and Repair Manual, as applicable. The SUBRECIPIENT shall determine each family's income eligibility by determining the family's annual income in accordance with the Part 5 (Section 8) methodology allowed in 24 CFR 92.203. The SUBRECIPIENT is not required to re-examine the family's income at the time the HOME assistance is provided, unless more than six (6) months has elapsed since the SUBRECIPIENT determined that the family qualified as income eligible.

The GRANTEE and the SUBRECIPIENT shall maintain records related to their respective parts of the PROJECT for five (5) years after the fulfillment (or cancellation) of the affordability period. Section 6, herein further explains Record Retention.

The HOME-assisted housing shall be the principal residence of the homeowner whose family qualifies as a low-income family and remain the principal residence of the family during the affordability period (generally 15 years given the cost usually anticipated in substantial rehab projects). The affordability period commences upon project completion. For purposes of this Agreement, project completion means that all necessary title transfer requirements and construction have been performed; the project complies with the requirements of 24 CFR Part 92 (including the property standards under 92.251); the final drawdown has been disbursed for the project; and the project completion information has been entered in the disbursement and information system established by HUD. The affordability requirements apply without regard to the term of any loan or mortgage or the transfer of ownership. The affordability requirements shall be imposed by deed restrictions, covenants running with the land or other mechanism approved by HUD. The GRANTEE may use purchase options, rights of first refusal or other preemptive rights to purchase the housing before foreclosure or deed in lieu of foreclosure to preserve affordability.

The GRANTEE will restrict the use of the property by properly recording Deed Restrictions. Any funds recaptured due to the homeowner's failure to fulfill the affordability period will revert to the GRANTEE.

Section 3: HOME Project Requirements

Project Requirements:

The GRANTEE shall provide HOME funds not to exceed \$50,000.00 in accordance with 24 CFR 92.205(b) for eligible costs as described in 24 CFR 92.206 and 92.207. HOME funds will be disbursed on behalf of the PROJECT SUBRECIPIENT under the following terms and conditions:

HOME funds are provided as reimbursement as expenses are incurred by the SUBRECIPIENT and in accordance with Article I, Section 8, herein.

The GRANTEE and SUBRECIPIENT agree that a Land Use Restriction Agreement will be executed at closing for any house receiving funds pursuant to this Agreement. The Land Use Restriction Agreement shall include language to ensure that the affordability period will be honored through the duration of this Agreement and include provision for recapture of the HOME funds invested in the house. City of Hattiesburg, Department of Federal & State Programs staff will prepare this Land Use Restriction Agreement and the homeowner will pay recording fees.

This period of affordability shall commence the date that all necessary project information is provided to HUD via HUD's Integrated Disbursement and Information System (IDIS). GRANTEE agrees to enter all information provided into IDIS as soon as is administratively feasible. Should the PROJECT be modified after initial commencement date of the affordability period, a new affordability period may be re-structured.

The terms of the recapture provision will be such that they reflect the HUD provisions in the HOME Final Rule 92.254. Details of a recapture provision will be provided in the Land Use Restriction Agreement. Failure to ensure that the Land Use Restriction Agreement is executed at closing will result in withholding HOME Program funds until said item is addressed. SUBRECIPIENT also agrees to reference this required Land Use Restriction Agreement in each of their agreements with the homeowners.

List of Documents

The following documents have been added to or made a part hereof by reference:

Section 4: Property Standards

The SUBRECIPIENT agrees that all housing constructed or rehabilitated with HOME Funds shall meet the property standard, as established by the GRANTEE, as well as all applicable State and local construction codes, rehabilitation standards, and zoning ordinances at the time of project completion.

For New Development, SUBRECIPIENT will provide the GRANTEE with two (2) copies of the architectural drawings, site plans and elevations for the PROJECT no less than three (3) weeks prior to bidding the construction of the houses. GRANTEE reserves the right to provide final approval of the drawings, site plan, elevations and other considerations related to the project.

SUBRECIPIENT will not proceed with the bidding process without notice from the GRANTEE that the necessary environmental clearance on the PROJECT has been attained.

Bids shall provide a timetable for construction progress describing dates certain for: 1) foundation completion, 2) exterior and weatherproofing, 3) all mechanical systems installed, and 4) certificate of occupancy issued. The GRANTEE recognizes that poor climate conditions, events beyond SUBRECIPIENT's control, and acts of Force Majeure may delay such dates as described.

SUBRECIPIENT will ensure that all applicable permits are obtained and that the construction meets all property standards applicable for new construction as established by the GRANTEE, State and local building codes.

SUBRECIPIENT will ensure that the contractor selected to build or rehabilitate holds a current contractor's license with the City of Hattiesburg. Documentation of such will be necessary in acquiring necessary permit(s).

Upon completion, SUBRECIPIENT will provide homeowners with a "walk-through" of the house and explain all maintenance concerns that are necessary to ensure the house remains in good repair and provide a bound document that includes information on all aspects of the home, including but not limited to architectural drawings, home warranty, appliance warranty, etc.

Section 5: Other Program Requirements

A. Affirmative Marketing of Vacant Units

If applicable, SUBRECIPIENT must adopt an affirmative marketing policy and procedure acceptable to HUD for homebuyers of newly constructed houses per 24 CFR 92.351. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status or disability. The affirmative marketing requirements and procedures adopted must include:

1. Methods for informing the public, owners, and potential tenants about Federal fair housing laws and the GRANTEE's affirmative marketing policy
2. Requirements and practices SUBRECIPIENT must adhere to in order to carry out the affirmative marketing procedures and requirements
3. Procedures to be used by SUBRECIPIENT to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach
4. Records that will be kept describing actions taken by SUBRECIPIENT to affirmatively market units and records to assess the results of these actions

5. A description of how the SUBRECIPIENT will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.

B. Non-discrimination and Equal Opportunity

SUBRECIPIENT agrees that there shall be no discrimination against any person who is employed in carrying out the PROJECT, or against any applicant for such employment, because of race, color, religion, sex, age, or national origin, or any other discrimination prohibited by Federal, State, County or local laws, including but not limited to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT further agrees to the following.

1. It shall be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the GRANTEE and HUD.
2. It shall furnish the GRANTEE and HUD with information as they may require for the supervision of such compliance and will otherwise assist the GRANTEE and HUD in the discharge of primary responsibility for securing compliance.
3. It shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the GRANTEE, or HUD.
4. It shall abide by the Human Rights Ordinance adopted by the GRANTEE regarding equal employment.

C. Displacement, Relocation and Acquisition

If applicable, SUBRECIPIENT agrees to assist the GRANTEE to provide relocation assistance to persons temporarily relocated or permanently displaced at the levels described in and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C.4201 to 4655) and 49 CFR, Part 24.

If applicable, project-specific Temporary Relocation details can be found in Exhibit A.

D. Labor Requirements

If applicable, PROJECT SUBRECIPIENT and its contractors and subcontractors shall comply with Davis-Bacon Act (40 U.S.C. 276a-276a-5) with regard to all its requirements including wage rates paid pursuant to or as a result of this Agreement. Any contracts executed as a result of this Agreement may also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332).

E. Conflict of Interest

The SUBRECIPIENT guarantees that no member of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit to arise from the same. The SUBRECIPIENT agrees that no members of the governing body of the locality in which the SUBRECIPIENT is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Agreement during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement. Unless expressly permitted by U.S. Department of Housing and Urban Development ("HUD"), SUBRECIPIENT agrees that no person who is an employee, agent, consultant, officer, or elected or appointed official of the SUBRECIPIENT and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds, or who is in a position to participate in a decision making process to gain inside information with regard to such HOME-assisted activities, may obtain a financial interest or benefit from the HOME-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. Unless expressly permitted by the GRANTEE, no SUBRECIPIENT, or officer, employee, agent or consultant of the SUBRECIPIENT, may occupy a HOME-assisted housing unit in a project.

Section 6: Records and Reports

Records

SUBRECIPIENT authorizes the GRANTEE and HUD to conduct on-site reviews, examine personnel records, and to conduct any other procedure or practice necessary to assure compliance with this Agreement and applicable HUD regulations. SUBRECIPIENT will ensure that all documents related to this Project shall be kept for a period of five years after project's affordability period has been completed. Records to be retained include, but are not limited to timesheets; receipts and invoices for materials, supplies, and services; and documentation used to request re-imbursement of expenses.

SUBRECIPIENT shall maintain such records and accounts, including program records, project records; financial records; program administration records; equal opportunity and fair housing records; affirmative marketing and MBE/WBE records; records demonstrating compliance with the income determination requirements of 92.203; recordkeeping requirements of 92.508; records demonstrating compliance with the labor requirements of 92.354; records demonstrating compliance with the lead-based paint requirements of 92.355; records supporting exceptions to the conflict of interest prohibition pursuant to 92.356; debarment and suspension certifications required by 24 CFR parts 24 and 91; and any other records as are deemed necessary by the GRANTEE to assure a proper accounting and monitoring of all HOME Funds. In the event the GRANTEE determines that such records are not being adequately maintained by

SUBRECIPIENT, the GRANTEE may cancel this Agreement in accordance with Article I Section 7 herein.

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the GRANTEE, HUD, representatives of the Comptroller General of the United States or other Federal agency may require. SUBRECIPIENT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The GRANTEE's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, State or Federal.

The SUBRECIPIENT shall retain all records and supporting documentation applicable to this Agreement for the most recent five (5) year period, except as provided below:

- (a) For homeownership housing projects, records shall be retained for five (5) years after the project completion date, except for documents imposing recapture provisions, which must be retained for five (5) years after the affordability period terminates.
- (b) Written agreements must be retained for five (5) years after the agreement terminates.
- (c) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

Reports

The SUBRECIPIENT must submit Quarterly reports by the 10th day following each quarter's end (April 10th for First Quarter, July 10th for Second Quarter, October 10th for Third Quarter, and January 10th for Fourth Quarter) until the quarter's end following project completion.

Section 7: Enforcing of Agreement

A default shall consist of any use of HOME Program funds for a purpose other than as authorized by this Agreement, noncompliance with the HOME Investment Partnerships Act, any material breach of the Agreement, failure to timely comply with the audit requirements in Article XI, failure to expend HOME Program funds in a timely manner, or a misrepresentation in the application submission which, if known by GRANTEE and/or HUD, would have resulted in HOME Program funds not being provided. Upon due notice to the SUBRECIPIENT of the occurrence of any such default and the provision of a reasonable opportunity to respond, the GRANTEE may take one or more of the following actions:

- (a) Direct the SUBRECIPIENT to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities;
- (b) Establish and follow a management plan that assigns responsibilities for carrying out the remedial actions;
- (c) Cancel or revise activities likely to be affected by the performance deficiency, before expending HOME Program funds for the activities;
- (d) Reprogram HOME funds that have not yet been expended from affected activities to other eligible activities or withhold HOME Program funds;
- (e) Direct the SUBRECIPIENT to reimburse the GRANTEE's program accounts in any amount not used in accordance with the requirements of 24 CFR Part 92, et al;
- (f) Suspend disbursement of HOME Program funds for affected activities;
- (g) Other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the Agreement and any other available remedies.

For purposes of this Agreement, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by SUBRECIPIENT of the GRANTEE's written notice of default. No delay or omission by GRANTEE and/or HUD in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any SUBRECIPIENT default.

Unless the SUBRECIPIENT'S default is waived, the GRANTEE may, upon twenty-four (24) hour written notice, terminate this Agreement for said default. Waiver by the GRANTEE of SUBRECIPIENT'S default under this Agreement shall not be deemed to be a waiver of any other default nor shall it be termination notice.

Notices required herein, shall be considered received by the SUBRECIPIENT and the GRANTEE if delivered in person with written proof thereof, or when deposited in the U.S. Mail, in a prepaid wrapper marked certified, return receipt requested.

Section 8: Request for Disbursement of Funds

SUBRECIPIENT shall not request disbursement of HOME Program funds until HOME Program funds are needed to pay eligible costs related to the PROJECT. The amount of any request for funds shall not exceed the amount needed and shall be supported by appropriate documentation (i.e., receipts, contractor invoices). The SUBRECIPIENT must submit any fund request and all supporting documentation to the GRANTEE at least six (6) business days prior to the City Council meeting during which the fund request is to be presented for approval (typically the Monday of the week prior to any City Council meeting). The GRANTEE reserves the right to withhold disbursement of funds until appropriate documentation is submitted. The GRANTEE reserves the right to withhold

disbursement of funds if the requested amount is out of proportion with the total amount of work completed. Such documentation may include, but not be limited to performance progress reports, lien waivers, etc. All checks shall be made payable to the SUBRECIPIENT. All monies granted to SUBRECIPIENT pursuant to this Agreement shall be expended on or before the term of this agreement expires.

GRANTEE will be responsible for obtaining the necessary environmental clearance documentation. No work may proceed until the SUBRECIPIENT has confirmation from the GRANTEE in the form of a Notice to Proceed that the environmental review is completed.

Section 9: Duration of Agreement

This Agreement shall be effective **May 1, 2012**, and unless otherwise earlier cancelled as provided herein, shall remain in effect until **December 31, 2012** following the GRANTEE's complete and full disbursement of HOME Program funds to SUBRECIPIENT, as described in Exhibit "B."

Section 10: Conditions for Religious Organizations

The SUBRECIPIENT ensures that HOME Program funds shall not be provided to primarily religious organizations, such as churches, for any activity including secular activities. In addition, HOME Program funds shall not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing. However, HOME Program funds may be used by a secular entity to acquire housing from a primarily religious organization, and a primarily religious entity may transfer title to its property to a wholly secular entity and the entity may participate in the HOME Program in accordance with the requirements of this 24 CFR Part 92.257. The entity may be an existing or newly established entity, which may be an entity established by the religious organization. The completed housing project must be used exclusively by the owner entity for secular purposes, available to all persons regardless of religion. In particular, there must be no religious or membership criteria for tenants of the property.

ARTICLE II: FINANCIAL RESPONSIBILITY

The allocation of funds by the GRANTEE pursuant to this Agreement shall in no way obligate the GRANTEE for any financial responsibility incurred by the PROJECT in excess of the funding pledged herein. The GRANTEE reserves the right to withhold pledged funds if the GRANTEE is not satisfied with the SUBRECIPIENT's adherence with the terms and conditions of performance outlined in this Agreement.

ARTICLE III: CERTIFICATIONS

SUBRECIPIENT represents the following with respect to this Agreement.

- A. SUBRECIPIENT possesses legal authority to receive HOME Program funds from the GRANTEE and to execute the PROJECT as described herein.
- B. The governing body of SUBRECIPIENT has duly adopted or passed as an official act, resolution, motion, or similar action authorizing execution of this Agreement including all understandings and assurances contained herein, and directing and designating the authorized representative of SUBRECIPIENT to act in connection with this Agreement and to provide such additional information as may be required.
- C. SUBRECIPIENT, its successors and assigns, agrees to develop and operate the PROJECT in accordance with HOME Program regulations promulgated at 24 CFR Part 92 and with applicable building codes.
- D. SUBRECIPIENT, its successors and assigns, agrees to comply with Section 3 of the Fair Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), which provides that, to the greatest extent feasible, opportunities for training and employment that arise through the PROJECT shall be given to low-income residents of the GRANTEE area and that contracts in connection with the PROJECT be awarded to business concerns located in or owned in substantial part by persons residing in the GRANTEE area. SUBRECIPIENT agrees to comply with provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of HUD issued thereunder. SUBRECIPIENT certifies and agrees that it is under no contractual or other disability that would prevent SUBRECIPIENT from complying with these requirements. The responsibility to comply with Section 3 regulations includes the following.
 - 1. Including reference to Section 3 in each subcontract in excess of \$100,000.
 - 2. Sending each labor organization or representative of workers with which SUBRECIPIENT has a collective bargaining agreement or other understanding a notice of the SUBRECIPIENT's commitment under Section 3.
 - 3. Posting copies of the notice in conspicuous places at work sites where both employees and applicants for employment positions can see the notice.
 - 4. Refrain from filling any vacant employment and training positions after the contractor is selected but before the contract is executed to circumvent obligations under Section 3.
 - 5. Refrain from entering into any contract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of Section 3 regulations.
 - 6. Directing efforts to award covered contracts to Section 3 business concerns in order of priority.

7. Directing efforts to employ and train Section 3 residents in the order of priority.
 8. Documenting actions taken to comply with Section 3 requirements.
 9. Submitting required Section 3 reports.
- E. SUBRECIPIENT agrees to give maximum feasible priority to very low-income persons when administering the Project described herein.
 - F. SUBRECIPIENT shall comply with the regulations, policies, guidelines, and requirements of federal management circulars as they relate to the acceptance and use of Federal funds for the PROJECT . SUBRECIPIENT agrees to maintain financial records in accordance with applicable Federal guidelines; OMB circulars A-110, A-122, and A-133; the following requirements of 24 CFR Part 84: 84.2, 84.5, 84.13, 84.16, 84.21, 84.22, 84.26 - 84.28, 84.30, 84.31, 84.34 - 84.37, 84.40 - 84.48, 84.51, 84.60 - 84.62, 84.72, and 84.73. SUBRECIPIENT shall separately and accurately identify use of HOME funds pursuant to this Agreement.
 - G. SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUBRECIPIENT receives federal financial assistance.
 - H. SUBRECIPIENT shall comply with Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally-assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
 - I. SUBRECIPIENT shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 - J. No Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency including the GRANTEE, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of

any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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 including the GRANTEE, 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, SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- K. SUBRECIPIENT shall give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the PROJECT.
- L. SUBRECIPIENT shall at all times observe and comply with all laws, ordinances, or regulations of Federal, State, and local governments which may in any manner affect the performance of this Agreement. SUBRECIPIENT shall be liable to perform all acts to the GRANTEE in the same manner as the GRANTEE performs these functions to the Federal government.
- M. SUBRECIPIENT shall be responsible for any and all claims, costs, causes, actions, and expenses, including, but not limited to, attorneys' fees incurred by reason of a law suit or claim for compensation arising in favor of any person, including the employees, officers, independent contractors, subcontractors, or agents of SUBRECIPIENT, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this PROJECT, whether such loss, damage, injury, or liability is contributed to by the negligence of the GRANTEE or its officers, employees, or agents, or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that SUBRECIPIENT shall have no liability for damages or the costs incident thereto caused by the sole negligence of the GRANTEE, or its officers, employees, or agents.
- N. SUBRECIPIENT shall have full control of the ways and means of performing the services referred to herein. SUBRECIPIENT acknowledges and agrees that its employees, representatives, subcontractors, and agents may in no respect be considered employees of the GRANTEE.

- O. SUBRECIPIENT agrees that, to the greatest extent feasible, all construction-related expenditures made for the PROJECT shall be made to area firms or individuals.

ARTICLE IV: PROHIBITION AGAINST LOBBYING

SUBRECIPIENT acknowledges that no funds disbursed pursuant to this Agreement shall be used to finance lobbying activities. Furthermore, SUBRECIPIENT acknowledges that no SUBRECIPIENT employee funded in whole or part pursuant to this Agreement shall engage in lobbying activities at any time during the term of this Agreement. For purposes of this Agreement the term “lobbying activities” shall include the following.

- A. Any activity related to the election or appointment of an individual to public office, including, but not limited to, contributions to campaign funds, solicitation in an attempt to influence the outcome of an election for public office, and preparation and dissemination of campaign materials
- B. Sponsorship of candidate forums
- C. Sponsorship of voter registration drives
- D. Provision of transportation to polling places
- E. Contributing financially to elected or appointed public officials in an attempt to influence legislation
- F. Hiring an individual or individuals to represent an organization and/or its position before elected or appointed public officials.

ARTICLE V: NOTICES

Notices and communications under this Agreement shall be sent first class, prepaid to the respective parties as follows.

TO THE GRANTEE:
Franklyn L. Tate, Director
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

TO THE SUBRECIPIENT:
Arthur Siggers, Chairman
Breakthrough Community Services
1313 Country Club Road
Hattiesburg, MS 39401

ARTICLE VI: CONTINGENCIES

This Agreement, including the provision of funds by the GRANTEE for the PROJECT as described herein, is contingent upon the availability of funds.

ARTICLE VII: ASSIGNMENT

SUBRECIPIENT shall not assign this Agreement, nor any part thereof, without prior written approval of the GRANTEE.

ARTICLE VIII: MODIFICATION

No modification of this Agreement, including modification of the PROJECT budget in Exhibit B, shall be effective unless in writing and executed by the parties hereto.

ARTICLE IX: EXECUTION OF AGREEMENT

This Agreement shall be binding upon the GRANTEE and SUBRECIPIENT, their successors and assigns, and shall be effective as of the date executed.

ARTICLE X: PROJECT PUBLICITY

Any news release or other type of publicity pertaining to the work performed pursuant to this Agreement must recognize GRANTEE as a sponsor, funded by HUD.

ARTICLE XI: EVALUATION

The GRANTEE, in accordance with the Guidebook, *Monitoring HOME Program Performance* as adopted by the Hattiesburg City Council and on file with the City Clerk (MB 2001-3 / 97-98), for HOME Monitoring and Program Support and as may thereafter be revised, shall be responsible for monitoring and evaluating all aspects of the services provided by SUBRECIPIENT under this Agreement. The GRANTEE shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the GRANTEE or HUD to accomplish this evaluation. In order to properly monitor and evaluate the SUBRECIPIENT'S performance under this Agreement, the GRANTEE shall make on-site inspections annually or as often as it deems necessary. Failure by the SUBRECIPIENT to assist the GRANTEE in this effort, including allowing the GRANTEE to conduct the on-site inspections and have access to the SUBRECIPIENT'S records, shall result in the imposition of sanctions as specified in Article I Section 7 herein.

Said evaluation shall be accomplished by the GRANTEE through a management evaluation of the services provided under this Agreement during the term of this Agreement.

Following any monitoring by the GRANTEE, the GRANTEE will provide the SUBRECIPIENT with a written report within 30-days describing the results of the monitoring, including any concerns or findings and any required remedial action. The SUBRECIPIENT will be given 30-days to respond in writing. The deadline to satisfy any required remedial action will be given in the written report from the GRANTEE and

will be a reasonable amount of time that will depend on the finding and the action required.

During the period of affordability, the GRANTEE shall perform on-site inspections to ensure units remain the principal residence of the granted homeowner.

ARTICLE XII: INDEMNIFICATION

SUBRECIPIENT shall defend, hold harmless and indemnify the GRANTEE from and against any and all liability, injury, loss, claims, damages, costs, attorneys' fees and expenses of whatever kind or nature which the GRANTEE may sustain, suffer or incur or be required to pay by reason of:

- A. The loss of any monies paid to SUBRECIPIENT;
- B. Fraud, defalcation or dishonesty on the part of any person representing, employed by, contracted or subcontracted by SUBRECIPIENT;
- C. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default on the part of SUBRECIPIENT or any of its contractors, subcontractors, sub-subcontractors, materialmen, suppliers and laborers in the execution or performance of this Agreement; or

The indemnity hereunder shall survive termination of the Agreement. In the event that any action, suit or proceeding is brought against the GRANTEE upon any liability arising out of the Agreement, or any other matter indemnified against, the GRANTEE at once shall give notice in writing thereof to SUBRECIPIENT by registered or certified mail addressed to SUBRECIPIENT. Upon receipt of such notice, SUBRECIPIENT, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the GRANTEE.

ARTICLE XIII: INSURANCE

During the life of this Agreement, SUBRECIPIENT shall provide, pay for and maintain with companies satisfactory to the GRANTEE, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Mississippi. Such insurance shall be primary coverage afforded the Additional Insured and shall contain a cross-liability or severability of interest clause. The general liability policy shall provide that the GRANTEE is an additional insured as to the operation of the SUBRECIPIENT under this Agreement. The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on forms, which are to be furnished to the GRANTEE. The authorized representative of the insurance company shown on the certificate must personally manually sign each certificate. Thirty (30) days written notice by registered or certified mail must be given the GRANTEE of any cancellations, intent not to renew, or reduction in the policy coverage, except in the application of the aggregate liability limits provisions. Should

any aggregate limit of liability coverage be reduced, it shall be immediately increased back to the limit required by this Agreement. The insurance coverages required herein are to be primary to any insurance carried by the GRANTEE or any self-insurance program thereof. The SUBRECIPIENT shall be responsible for any deductibles under its policies. The SUBRECIPIENT shall ensure that all of its contractors and subcontractors carry adequate types and limits of insurance.

- A. Workers' Compensation and Employers' Liability Insurance shall be provided for all employees engaged in the work under this Agreement in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance shall be written on ISO occurrence form CG 00 01, or substitute form providing equivalent coverage, with a minimum limit of \$1,000,000.00 each occurrence. Such policy shall include the GRANTEE as an additional insured and shall cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under this Agreement. Completed operations liability coverage shall be maintained for a minimum of one-year following completion of the work.
- C. All Risk Property Damage Insurance on property financed by this Agreement shall be written to cover all risks of physical damage before, during, and after renovation on a replacement cost agreed amount form. Claim payments shall be payable to the GRANTEE and the SUBRECIPIENT as their interests may appear.

IN WITNESS WHEREOF, the Parties have executed and dated this contract.

City of Hattiesburg, Mississippi

Breakthrough Community Services

By: _____
Johnny L. DuPree, Mayor

By: _____
Arthur Siggers, Chairman

Date: _____

Date: _____

Attest: _____
Eddie Myers, City Clerk

Attest: _____

Date: _____

Date: _____

Exhibit A Scope of Work

The SUBRECIPIENT is to complete one substantial rehabilitation project for a single-family, owner-occupied unit.

The GRANTEE has identified the prospective home, which is identified in Exhibit C, and has determined that the property is feasible for the Rehabilitation Program.

The GRANTEE has determined that the homeowner is eligible under HOME Program guidelines.

The SUBRECIPIENT is responsible for coordinating all details with the homeowner, including, but not limited to scheduling mutually agreeable inspection times/dates for the SUBRECIPIENT's staff as well as for prospective contractors, and for identifying the most appropriate move-out date for the homeowner.

The SUBRECIPIENT is responsible for relaying information to the GRANTEE staff – particularly the Housing Coordinator and the Housing Inspector.

The SUBRECIPIENT must communicate the agreed upon move-out date to the GRANTEE as soon as is administratively feasible, and the move-out date must not pre-date the start of any work on the property by more than ten-days.

The GRANTEE will pay the Temporary Relocation stipend directly to the homeowner, which will not reduce the amount of funds available to the SUBRECIPIENT for the project. However, if construction is delayed in starting more than ten days after the homeowner has moved out, the Temporary Relocation cost WILL be charged to the SUBRECIPIENT by reducing the amount of any upcoming draws. Should the rehabilitation be delayed longer than the allotted 90-days, Temporary Relocation payments to the homeowner will additionally be charged to the SUBRECIPIENT in the same manner as stated above.

The SUBRECIPIENT is responsible for procuring a contractor (or contractors) in the same manner and under the same restrictions as the City is required to procure a contractor.

The SUBRECIPIENT is responsible for the oversight of contractors and vendors, and is responsible for the effective management of the project through completion.

Should the SUBRECIPIENT (or the SUBRECIPIENT's contractor) identify in the course of work any hazardous condition that is not identified herein, or that may pose an environmental threat to the occupants, the contractors, the community, or the environment, the SUBRECIPIENT must notify the Housing Inspector immediately and not proceed without the Housing Inspector's approval. Time required by the Housing

Inspector to analyze, verify, remedy, or mitigate such an issue will be taken into consideration when monitoring the SUBRECIPIENT's performance against its deadlines.

The SUBRECIPIENT must coordinate with the Housing Inspector no less than weekly as to the progress of the project, and the Housing Inspector must verify workmanship and progress. Concerns that the Housing Inspector may have with workmanship must be addressed in a timely manner and to the satisfaction of the Housing Inspector.

The GRANTEE may deny reimbursement requests if concerns of the Housing Inspector are not addressed, if requests for payment do not represent the amount of work completed, if proper documentation does not accompany the request for funds, or if monitoring concerns reveal any deficiencies in the SUBRECIPIENT's processes or record keeping.

The SUBRECIPIENT must schedule an inspection by the Housing Inspector prior to scheduling each necessary inspection with the City's Land Code Division.

Projects funded by HOME and/or CDBG Programs are not complete with the approval of the Land Code Division, although their approval is necessary. Completion of such a project depends on the Housing Inspector and Housing Coordinator's approval of all work, and the verification through monitoring that the SUBRECIPIENT gathered necessary documents and followed required processes.

The GRANTEE will not release a final payment of funds until all approvals are gathered and the SUBRECIPIENT has been monitored for the successful execution of this agreement.

The SUBRECIPIENT will procure a contractor in advance in order to and begin work on the property no later than June 1, 2012.

The SUBRECIPIENT is responsible to see the rehabilitation through to completion no later than August 31, 2012.

Exhibit B

Budget

Breakthrough Community Services
209 Bowling Street

<u>Development Budget</u>	<u>Total Development</u>	<u>HOME</u>	<u>Non-HOME Sources</u>
Total Sources			
<u>Uses of Funds</u>			
Rehabilitation	\$50,000.00*	\$50,000.00*	\$0.00

* This is a maximum amount only based on the amount "not to exceed" described herein. Actual Total Development, and actual HOME allocation will depend on actual hard costs as the SUBRECIPIENT procures contractors.

Exhibit C

Location of Project

APPRAISAL INQUIRY	
PARCEL 2-038L-21-049.00	ALT PARCEL NUMBER 232 -0000-021-022.00
PPIN 027271	SKETCH 1 VIEW 01
OWNER NAME	TRAVIS OVELL
OWNER ADDRESS	209 BOWLING
	HATTIESBURG MS394010000
PROPERTY ADDRESS	209 BOWLING STREET
PROPERTY IS VACANT (Y/N)	N
FIELD WORK BY DATE:	//
CLASSED BY DATE:	//
REVIEWED BY	BO DATE: 6/12/2009
REALTOR CODE	
LEGAL DESCRIPTION	
1	BG 160FT W NE/CR NW 1/4 NW 1/4
2	W 50FT S 100FT E 50FT N 100FT
3	TO BG
4	PREV #:H1039-00-022
Block 021 Section 21 Township 04N Range 13W	

Exhibit D

Plans, drawings, specifications or write-ups
(see following pages)



WORK WRITE-UP

Homeowner:

Phone:

Reviewed and Approved by:

Address: 209 Bowling Street

Housing Counselor:

Date:

Project Type: ☐ Rehab ☐ Repair ☐ Other

Project Manager:

Date:

Special Classifications: ☐ N/A ☐ Historic District ☐ 50 Years + ☐ Flood Zone

General Requirements: All repairs are to be performed in accordance with the guidelines and material specifications listed in the City of Hattiesburg's Housing Rehabilitation and Housing Repair Grants Program Manual for CDBG/HOME. Contractor's Performance Standards for Rehabilitation

ITEM NO.	WORK DESCRIPTION	ESTIMATED COST
	<u>ROOF</u>	
1.	Repair low places in roof	_____
2.	Remove ridge vent. Remove unused vent pipes.	_____
3.	Re-roof home. Install new flashing and roof edge. Install two 14" turbine vents. Replace boots.	_____
4.	Carport- roof. Replace deteriorated decking. Remove low spots. Install metal flashing. Install modified roof. Install roof edge.	_____
	<u>EXTERIOR (GENERAL)</u>	
1.	Pressure wash. Seal cracks and holes.	_____
2.	Paint exterior excluding brick. Pain metal posts.	_____
	<u>EXTERIOR FRONT</u>	
1.	Replace front windows. Porch and picture window. Use metal insulated windows.	_____
	<u>EXTERIOR RIGHT</u>	
1.	Replace 5 windows with metal insulated windows.	_____
2.	Replace carport ceiling.	_____
3.	Replace deteriorated fascia and soffit.	_____
4.	Replace light fixture. Install facing at window on masonite wall.	_____
5.	Seal at carport floor and brick wall.	_____
	<u>EXTERIOR REAR</u>	
1.	Replace 2 windows. Metal insulated	_____
	<u>EXTERIOR LEFT</u>	
1.	Install light at rear corner.	_____
2.	Remove 1 st window at rear and fill hole.	_____
3.	Install door at crawl space entrance.	_____
4.	Remove bath window and fill.	_____
5.	Extend vent pipe above roof.	_____
6.	Replace 3 windows with metal insulated.	_____
7.	Lower unit drain line.	_____



INTERIOR LIVING ROOM

1. Replace ceiling register. _____
2. Install underlayment, vinyl, and shoe mold
3. Replace deteriorated crown mold. Refinish trim, doors and wood
4. Replace door unit with metal and peep hole. Install storm door.

KITCHEN

1. Repair cabinets and refinish. Replace sink with deeper sink, faucet with sprayer, drain system, supply lines and cutoff valves. _____
2. Replace light fixture. Install light over sink.
3. Install underlayment, vinyl, and shoe mold.
4. Refinish trim and doors. Refinish ceiling.
5. Remove gas pipe at stove.

BATHROOM

1. Convert to closet _____

BEDROOM #1

1. Install closet _____

BEDROOM #2

1. Install tub, tub wall, grab bar, faucet w/shower, and drain system. _____
2. Install ADA toilet, supply line, cutoff valve, drain system, and grab bar.
3. Sheetrock walls & ceiling
4. Install vanity with sink and faucet
5. Install light w/ medicine cabinet over sink
6. Install light in center of room
7. Install 36" door unit
8. Install underlayment, vinyl, and shoe mole

BEDROOM #3

1. Refinish ceiling _____
2. Refinish trim and doors

BEDROOM #4

1. Install entrance door unit _____
2. Refinish ceiling
3. Install underlayment, vinyl, and shoe mold
4. Refinish doors and trim



DINING ROOM

1. Install underlayment, vinyl, and shoe mold _____
2. Remove bow in ceiling
3. Replace light fixture
4. Refinish trim, doors, and wood

WASHROOM

1. Repair threshold _____
2. Replace ceiling
3. Refinish walls and trim
4. Install underlayment, vinyl, and shoe mold

DEN

1. Install underlayment, vinyl, and shoe mold. Refinish ceiling. Pain walls, trim, and doors _____
2. Install ceiling fan with light.
3. Install sheetrock in entrance.
4. Replace storm door. Repair entrance threshold.

ELECTRICAL

1. Rewire home to code with new exterior service _____

ATTIC

1. Insulate to R -30 _____
2. Install walk way around unit. Light in attic.
3. Repair/replace drain system for central unit drain system. Insulate coolant line. Service units.

CRAWL SPACE

1. Insulate water lines _____
2. Install 4x6 beam under each inner side of outer beam with piers approx 60 ft.

1. Insulate to R -30 _____
2. Install walk way around unit. Light in attic.
3. Repair/replace drain system for central unit drain system. Insulate coolant line. Service units.

TOTAL _____



REHABILITATION COST BREAKDOWN

JOB	COST
LIVING ROOM	
KITCHEN	
BATHROOM	
HALL	
BEDROOM #1	
BEDROOM #2	
BEDROOM #3	
BEDROOM #4	
ROOF	
EXTERIOR	
ATTIC	
CRAWL SPACE	
ELECTRICAL	
TOTAL ESTIMATED COST	

Contractor: _____ Date: _____

Received By: _____

Housing Counselor _____ Date: _____ Project Manager: _____ Date: _____

**CITY OF HATTIESBURG
HOME PROGRAM
SUBRECIPIENT AGREEMENT**

Breakthrough Community Services

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this **First (1st) day of May, 2012** by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "GRANTEE"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Breakthrough Community Services (hereinafter called the "SUBRECIPIENT"), located in the City of Hattiesburg (1313 Country Club Road) for an amount not to exceed \$50,000.00 for the substantial rehabilitation of one single-family, owner-occupied home, to include procuring necessary contractors and overseeing the work thereof. This agreement shall terminate on or before the 31st day of December 2012, unless amended by written instrument as provided for herein, although certain requirements and obligations contained herein may extend beyond the termination of the agreement.

WHEREAS, the Congress of the United States has enacted the Cranston- Gonzales National Affordable Housing Act of 1990 which created the HOME Investment Partnerships Program (hereinafter the "HOME Program") to provide funds to state and local government for affordable housing assistance that is most appropriate for local needs; and

WHEREAS, the City of Hattiesburg has been designated as a Participating Jurisdiction by HUD for purposes of receiving HOME funds under provisions of Title II of Cranston-Gonzales National Affordable Housing Act of 1990 as amended (42 U.S.C. 12701, et seq.) (hereinafter the "National Affordable Housing Act"); and

WHEREAS, GRANTEE wishes to engage the SUBRECIPIENT to assist with the implementation of a portion of the GRANTEE'S Homeowner Rehabilitation/Repair/Reconstruction program (PROGRAM) within the City of Hattiesburg;

WHEREAS, the GRANTEE, as the administrator of a HOME Program, has authority under the provisions of the "HOME Program" to provide financial assistance for the rehabilitation of homeowner occupied properties; and

WHEREAS, the SUBRECIPIENT has submitted a proposal to the GRANTEE for assistance to rehabilitate a property located in the City of Hattiesburg, and legally described in "Exhibit C", attached hereto and made a part hereof, (hereafter the "PROJECT"); and

WHEREAS, the GRANTEE has reviewed said proposal, and has conducted an evaluation of said PROJECT, including a comprehensive, on-site assessment of existing code violations which will need to be corrected and other work that will need to be

completed as part of said PROJECT, an assessment of the SUBRECIPIENT's ability to provide any required matching funds for said PROJECT, and an estimated total cost of said PROJECT; and

WHEREAS, the GRANTEE has determined that the PROJECT is eligible for funding under the HOME Program, and

WHEREAS, the SUBRECIPIENT is required to provide non-HOME funding and/or resources for any elective work, which is any work not covered by the scope of the write-up or discovery items revealed in the execution of the work write-up; and

WHEREAS, the SUBRECIPIENT has been fully informed regarding all requirements or obligations that must be met by SUBRECIPIENT in order to utilize HOME Program funds for the PROJECT, including but not limited to, the requirement that the HOME assisted dwelling unit(s) must remain affordable to low-income households in accordance with 24 CFR Part 92, Sections 203, 251-253 or in accordance with the City's Housing Rehabilitation, Reconstruction, and Repair Manual in cases where federally required affordability periods may not exist, and

WHEREAS, the SUBRECIPIENT, after said evaluation and assessment of the PROJECT by the GRANTEE, and having been fully informed regarding the requirements of the HOME Program, is committed to starting said PROJECT with the assistance of HOME Program funds on or before June 1, 2012; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

ARTICLE I: HOME REQUIREMENTS

Section 1: Use of HOME Funds

The GRANTEE agrees to provide the SUBRECIPIENT an amount not to exceed \$50,000 from its HOME PROGRAM allocation for the purpose of rehabilitating a homeowner-occupied, single-family house. Funds shall be provided on a reimbursement basis for hard costs properly documented by the SUBRECIPIENT, and shall be used in the manner as described in the following:

- a.) The scope of work including the schedule is provided as "Exhibit A".
- b.) The budget for completing tasks is provided as "Exhibit B."
- c.) The subject property is fully described in "Exhibit C".
- d.) The rehabilitation will be completed in accordance with the plans, drawings, and specifications, or work write-ups described in Exhibit "D" attached hereto and by reference made a part hereof.

Section 2: Affordability

Unless duties specific to this project are outlined otherwise in Exhibit A: the SUBRECIPIENT shall comply with all income determinations and affordability requirements of the HOME program as set forth in HUD Regulations 24 CFR 92.203, or 92.254, or the City's Rehabilitation, Reconstruction, and Repair Manual, as applicable. The SUBRECIPIENT shall determine each family's income eligibility by determining the family's annual income in accordance with the Part 5 (Section 8) methodology allowed in 24 CFR 92.203. The SUBRECIPIENT is not required to re-examine the family's income at the time the HOME assistance is provided, unless more than six (6) months has elapsed since the SUBRECIPIENT determined that the family qualified as income eligible.

The GRANTEE and the SUBRECIPIENT shall maintain records related to their respective parts of the PROJECT for five (5) years after the fulfillment (or cancellation) of the affordability period. Section 6, herein further explains Record Retention.

The HOME-assisted housing shall be the principal residence of the homeowner whose family qualifies as a low-income family and remain the principal residence of the family during the affordability period (generally 15 years given the cost usually anticipated in substantial rehab projects). The affordability period commences upon project completion. For purposes of this Agreement, project completion means that all necessary title transfer requirements and construction have been performed; the project complies with the requirements of 24 CFR Part 92 (including the property standards under 92.251); the final drawdown has been disbursed for the project; and the project completion information has been entered in the disbursement and information system established by HUD. The affordability requirements apply without regard to the term of any loan or mortgage or the transfer of ownership. The affordability requirements shall be imposed by deed restrictions, covenants running with the land or other mechanism approved by HUD. The GRANTEE may use purchase options, rights of first refusal or other preemptive rights to purchase the housing before foreclosure or deed in lieu of foreclosure to preserve affordability.

The GRANTEE will restrict the use of the property by properly recording Deed Restrictions. Any funds recaptured due to the homeowner's failure to fulfill the affordability period will revert to the GRANTEE.

Section 3: HOME Project Requirements

Project Requirements:

The GRANTEE shall provide HOME funds not to exceed \$50,000.00 in accordance with 24 CFR 92.205(b) for eligible costs as described in 24 CFR 92.206 and 92.207. HOME funds will be disbursed on behalf of the PROJECT SUBRECIPIENT under the following terms and conditions:

HOME funds are provided as reimbursement as expenses are incurred by the SUBRECIPIENT and in accordance with Article I, Section 8, herein.

The GRANTEE and SUBRECIPIENT agree that a Land Use Restriction Agreement will be executed at closing for any house receiving funds pursuant to this Agreement. The Land Use Restriction Agreement shall include language to ensure that the affordability period will be honored through the duration of this Agreement and include provision for recapture of the HOME funds invested in the house. City of Hattiesburg, Department of Federal & State Programs staff will prepare this Land Use Restriction Agreement and the homeowner will pay recording fees.

This period of affordability shall commence the date that all necessary project information is provided to HUD via HUD's Integrated Disbursement and Information System (IDIS). GRANTEE agrees to enter all information provided into IDIS as soon as is administratively feasible. Should the PROJECT be modified after initial commencement date of the affordability period, a new affordability period may be re-structured.

The terms of the recapture provision will be such that they reflect the HUD provisions in the HOME Final Rule 92.254. Details of a recapture provision will be provided in the Land Use Restriction Agreement. Failure to ensure that the Land Use Restriction Agreement is executed at closing will result in withholding HOME Program funds until said item is addressed. SUBRECIPIENT also agrees to reference this required Land Use Restriction Agreement in each of their agreements with the homeowners.

List of Documents

The following documents have been added to or made a part hereof by reference:

Section 4: Property Standards

The SUBRECIPIENT agrees that all housing constructed or rehabilitated with HOME Funds shall meet the property standard, as established by the GRANTEE, as well as all applicable State and local construction codes, rehabilitation standards, and zoning ordinances at the time of project completion.

For New Development, SUBRECIPIENT will provide the GRANTEE with two (2) copies of the architectural drawings, site plans and elevations for the PROJECT no less than three (3) weeks prior to bidding the construction of the houses. GRANTEE reserves the right to provide final approval of the drawings, site plan, elevations and other considerations related to the project.

SUBRECIPIENT will not proceed with the bidding process without notice from the GRANTEE that the necessary environmental clearance on the PROJECT has been attained.

Bids shall provide a timetable for construction progress describing dates certain for: 1) foundation completion, 2) exterior and weatherproofing, 3) all mechanical systems installed, and 4) certificate of occupancy issued. The GRANTEE recognizes that poor climate conditions, events beyond SUBRECIPIENT's control, and acts of Force Majeure may delay such dates as described.

SUBRECIPIENT will ensure that all applicable permits are obtained and that the construction meets all property standards applicable for new construction as established by the GRANTEE, State and local building codes.

SUBRECIPIENT will ensure that the contractor selected to build or rehabilitate holds a current contractor's license with the City of Hattiesburg. Documentation of such will be necessary in acquiring necessary permit(s).

Upon completion, SUBRECIPIENT will provide homeowners with a "walk-through" of the house and explain all maintenance concerns that are necessary to ensure the house remains in good repair and provide a bound document that includes information on all aspects of the home, including but not limited to architectural drawings, home warranty, appliance warranty, etc.

Section 5: Other Program Requirements

A. Affirmative Marketing of Vacant Units

If applicable, SUBRECIPIENT must adopt an affirmative marketing policy and procedure acceptable to HUD for homebuyers of newly constructed houses per 24 CFR 92.351. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status or disability. The affirmative marketing requirements and procedures adopted must include:

1. Methods for informing the public, owners, and potential tenants about Federal fair housing laws and the GRANTEE's affirmative marketing policy
2. Requirements and practices SUBRECIPIENT must adhere to in order to carry out the affirmative marketing procedures and requirements
3. Procedures to be used by SUBRECIPIENT to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach
4. Records that will be kept describing actions taken by SUBRECIPIENT to affirmatively market units and records to assess the results of these actions

5. A description of how the SUBRECIPIENT will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.

B. Non-discrimination and Equal Opportunity

SUBRECIPIENT agrees that there shall be no discrimination against any person who is employed in carrying out the PROJECT, or against any applicant for such employment, because of race, color, religion, sex, age, or national origin, or any other discrimination prohibited by Federal, State, County or local laws, including but not limited to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT further agrees to the following.

1. It shall be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the GRANTEE and HUD.
2. It shall furnish the GRANTEE and HUD with information as they may require for the supervision of such compliance and will otherwise assist the GRANTEE and HUD in the discharge of primary responsibility for securing compliance.
3. It shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the GRANTEE, or HUD.
4. It shall abide by the Human Rights Ordinance adopted by the GRANTEE regarding equal employment.

C. Displacement, Relocation and Acquisition

If applicable, SUBRECIPIENT agrees to assist the GRANTEE to provide relocation assistance to persons temporarily relocated or permanently displaced at the levels described in and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C.4201 to 4655) and 49 CFR, Part 24.

If applicable, project-specific Temporary Relocation details can be found in Exhibit A.

D. Labor Requirements

If applicable, PROJECT SUBRECIPIENT and its contractors and subcontractors shall comply with Davis-Bacon Act (40 U.S.C. 276a-276a-5) with regard to all its requirements including wage rates paid pursuant to or as a result of this Agreement. Any contracts executed as a result of this Agreement may also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332).

E. Conflict of Interest

The SUBRECIPIENT guarantees that no member of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit to arise from the same. The SUBRECIPIENT agrees that no members of the governing body of the locality in which the SUBRECIPIENT is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Agreement during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement. Unless expressly permitted by U.S. Department of Housing and Urban Development ("HUD"), SUBRECIPIENT agrees that no person who is an employee, agent, consultant, officer, or elected or appointed official of the SUBRECIPIENT and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds, or who is in a position to participate in a decision making process to gain inside information with regard to such HOME-assisted activities, may obtain a financial interest or benefit from the HOME-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. Unless expressly permitted by the GRANTEE, no SUBRECIPIENT, or officer, employee, agent or consultant of the SUBRECIPIENT, may occupy a HOME-assisted housing unit in a project.

Section 6: Records and Reports

Records

SUBRECIPIENT authorizes the GRANTEE and HUD to conduct on-site reviews, examine personnel records, and to conduct any other procedure or practice necessary to assure compliance with this Agreement and applicable HUD regulations. SUBRECIPIENT will ensure that all documents related to this Project shall be kept for a period of five years after project's affordability period has been completed. Records to be retained include, but are not limited to timesheets; receipts and invoices for materials, supplies, and services; and documentation used to request re-imbusement of expenses.

SUBRECIPIENT shall maintain such records and accounts, including program records, project records; financial records; program administration records; equal opportunity and fair housing records; affirmative marketing and MBE/WBE records; records demonstrating compliance with the income determination requirements of 92.203; recordkeeping requirements of 92.508; records demonstrating compliance with the labor requirements of 92.354; records demonstrating compliance with the lead-based paint requirements of 92.355; records supporting exceptions to the conflict of interest prohibition pursuant to 92.356; debarment and suspension certifications required by 24 CFR parts 24 and 91; and any other records as are deemed necessary by the GRANTEE to assure a proper accounting and monitoring of all HOME Funds. In the event the GRANTEE determines that such records are not being adequately maintained by

SUBRECIPIENT, the GRANTEE may cancel this Agreement in accordance with Article I Section 7 herein.

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the GRANTEE, HUD, representatives of the Comptroller General of the United States or other Federal agency may require. SUBRECIPIENT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The GRANTEE's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, State or Federal.

The SUBRECIPIENT shall retain all records and supporting documentation applicable to this Agreement for the most recent five (5) year period, except as provided below:

- (a) For homeownership housing projects, records shall be retained for five (5) years after the project completion date, except for documents imposing recapture provisions, which must be retained for five (5) years after the affordability period terminates.
- (b) Written agreements must be retained for five (5) years after the agreement terminates.
- (c) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

Reports

The SUBRECIPIENT must submit Quarterly reports by the 10th day following each quarter's end (April 10th for First Quarter, July 10th for Second Quarter, October 10th for Third Quarter, and January 10th for Fourth Quarter) until the quarter's end following project completion.

Section 7: Enforcing of Agreement

A default shall consist of any use of HOME Program funds for a purpose other than as authorized by this Agreement, noncompliance with the HOME Investment Partnerships Act, any material breach of the Agreement, failure to timely comply with the audit requirements in Article XI, failure to expend HOME Program funds in a timely manner, or a misrepresentation in the application submission which, if known by GRANTEE and/or HUD, would have resulted in HOME Program funds not being provided. Upon due notice to the SUBRECIPIENT of the occurrence of any such default and the provision of a reasonable opportunity to respond, the GRANTEE may take one or more of the following actions:

- (a) Direct the SUBRECIPIENT to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities;
- (b) Establish and follow a management plan that assigns responsibilities for carrying out the remedial actions;
- (c) Cancel or revise activities likely to be affected by the performance deficiency, before expending HOME Program funds for the activities;
- (d) Reprogram HOME funds that have not yet been expended from affected activities to other eligible activities or withhold HOME Program funds;
- (e) Direct the SUBRECIPIENT to reimburse the GRANTEE's program accounts in any amount not used in accordance with the requirements of 24 CFR Part 92, et al;
- (f) Suspend disbursement of HOME Program funds for affected activities;
- (g) Other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the Agreement and any other available remedies.

For purposes of this Agreement, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by SUBRECIPIENT of the GRANTEE's written notice of default. No delay or omission by GRANTEE and/or HUD in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any SUBRECIPIENT default.

Unless the SUBRECIPIENT'S default is waived, the GRANTEE may, upon twenty-four (24) hour written notice, terminate this Agreement for said default. Waiver by the GRANTEE of SUBRECIPIENT'S default under this Agreement shall not be deemed to be a waiver of any other default nor shall it be termination notice.

Notices required herein, shall be considered received by the SUBRECIPIENT and the GRANTEE if delivered in person with written proof thereof, or when deposited in the U.S. Mail, in a prepaid wrapper marked certified, return receipt requested.

Section 8: Request for Disbursement of Funds

SUBRECIPIENT shall not request disbursement of HOME Program funds until HOME Program funds are needed to pay eligible costs related to the PROJECT. The amount of any request for funds shall not exceed the amount needed and shall be supported by appropriate documentation (i.e., receipts, contractor invoices). The SUBRECIPIENT must submit any fund request and all supporting documentation to the GRANTEE at least six (6) business days prior to the City Council meeting during which the fund request is to be presented for approval (typically the Monday of the week prior to any City Council meeting). The GRANTEE reserves the right to withhold disbursement of funds until appropriate documentation is submitted. The GRANTEE reserves the right to withhold

disbursement of funds if the requested amount is out of proportion with the total amount of work completed. Such documentation may include, but not be limited to performance progress reports, lien waivers, etc. All checks shall be made payable to the SUBRECIPIENT. All monies granted to SUBRECIPIENT pursuant to this Agreement shall be expended on or before the term of this agreement expires.

GRANTEE will be responsible for obtaining the necessary environmental clearance documentation. No work may proceed until the SUBRECIPIENT has confirmation from the GRANTEE in the form of a Notice to Proceed that the environmental review is completed.

Section 9: Duration of Agreement

This Agreement shall be effective **May 1, 2012**, and unless otherwise earlier cancelled as provided herein, shall remain in effect until **December 31, 2012** following the GRANTEE's complete and full disbursement of HOME Program funds to SUBRECIPIENT, as described in Exhibit "B."

Section 10: Conditions for Religious Organizations

The SUBRECIPIENT ensures that HOME Program funds shall not be provided to primarily religious organizations, such as churches, for any activity including secular activities. In addition, HOME Program funds shall not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing. However, HOME Program funds may be used by a secular entity to acquire housing from a primarily religious organization, and a primarily religious entity may transfer title to its property to a wholly secular entity and the entity may participate in the HOME Program in accordance with the requirements of this 24 CFR Part 92.257. The entity may be an existing or newly established entity, which may be an entity established by the religious organization. The completed housing project must be used exclusively by the owner entity for secular purposes, available to all persons regardless of religion. In particular, there must be no religious or membership criteria for tenants of the property.

ARTICLE II: FINANCIAL RESPONSIBILITY

The allocation of funds by the GRANTEE pursuant to this Agreement shall in no way obligate the GRANTEE for any financial responsibility incurred by the PROJECT in excess of the funding pledged herein. The GRANTEE reserves the right to withhold pledged funds if the GRANTEE is not satisfied with the SUBRECIPIENT's adherence with the terms and conditions of performance outlined in this Agreement.

ARTICLE III: CERTIFICATIONS

SUBRECIPIENT represents the following with respect to this Agreement.

- A. SUBRECIPIENT possesses legal authority to receive HOME Program funds from the GRANTEE and to execute the PROJECT as described herein.
- B. The governing body of SUBRECIPIENT has duly adopted or passed as an official act, resolution, motion, or similar action authorizing execution of this Agreement including all understandings and assurances contained herein, and directing and designating the authorized representative of SUBRECIPIENT to act in connection with this Agreement and to provide such additional information as may be required.
- C. SUBRECIPIENT, its successors and assigns, agrees to develop and operate the PROJECT in accordance with HOME Program regulations promulgated at 24 CFR Part 92 and with applicable building codes.
- D. SUBRECIPIENT, its successors and assigns, agrees to comply with Section 3 of the Fair Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), which provides that, to the greatest extent feasible, opportunities for training and employment that arise through the PROJECT shall be given to low-income residents of the GRANTEE area and that contracts in connection with the PROJECT be awarded to business concerns located in or owned in substantial part by persons residing in the GRANTEE area. SUBRECIPIENT agrees to comply with provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of HUD issued thereunder. SUBRECIPIENT certifies and agrees that it is under no contractual or other disability that would prevent SUBRECIPIENT from complying with these requirements. The responsibility to comply with Section 3 regulations includes the following.
 - 1. Including reference to Section 3 in each subcontract in excess of \$100,000.
 - 2. Sending each labor organization or representative of workers with which SUBRECIPIENT has a collective bargaining agreement or other understanding a notice of the SUBRECIPIENT's commitment under Section 3.
 - 3. Posting copies of the notice in conspicuous places at work sites where both employees and applicants for employment positions can see the notice.
 - 4. Refrain from filling any vacant employment and training positions after the contractor is selected but before the contract is executed to circumvent obligations under Section 3.
 - 5. Refrain from entering into any contract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of Section 3 regulations.
 - 6. Directing efforts to award covered contracts to Section 3 business concerns in order of priority.

7. Directing efforts to employ and train Section 3 residents in the order of priority.
 8. Documenting actions taken to comply with Section 3 requirements.
 9. Submitting required Section 3 reports.
- E. SUBRECIPIENT agrees to give maximum feasible priority to very low-income persons when administering the Project described herein.
- F. SUBRECIPIENT shall comply with the regulations, policies, guidelines, and requirements of federal management circulars as they relate to the acceptance and use of Federal funds for the PROJECT. SUBRECIPIENT agrees to maintain financial records in accordance with applicable Federal guidelines; OMB circulars A-110, A-122, and A-133; the following requirements of 24 CFR Part 84: 84.2, 84.5, 84.13, 84.16, 84.21, 84.22, 84.26 - 84.28, 84.30, 84.31, 84.34 - 84.37, 84.40 - 84.48, 84.51, 84.60 - 84.62, 84.72, and 84.73. SUBRECIPIENT shall separately and accurately identify use of HOME funds pursuant to this Agreement.
- G. SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUBRECIPIENT receives federal financial assistance.
- H. SUBRECIPIENT shall comply with Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally-assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
- I. SUBRECIPIENT shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- J. No Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency including the GRANTEE, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of

any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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 including the GRANTEE, 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, SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- K. SUBRECIPIENT shall give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the PROJECT.
- L. SUBRECIPIENT shall at all times observe and comply with all laws, ordinances, or regulations of Federal, State, and local governments which may in any manner affect the performance of this Agreement. SUBRECIPIENT shall be liable to perform all acts to the GRANTEE in the same manner as the GRANTEE performs these functions to the Federal government.
- M. SUBRECIPIENT shall be responsible for any and all claims, costs, causes, actions, and expenses, including, but not limited to, attorneys' fees incurred by reason of a law suit or claim for compensation arising in favor of any person, including the employees, officers, independent contractors, subcontractors, or agents of SUBRECIPIENT, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this PROJECT, whether such loss, damage, injury, or liability is contributed to by the negligence of the GRANTEE or its officers, employees, or agents, or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that SUBRECIPIENT shall have no liability for damages or the costs incident thereto caused by the sole negligence of the GRANTEE, or its officers, employees, or agents.
- N. SUBRECIPIENT shall have full control of the ways and means of performing the services referred to herein. SUBRECIPIENT acknowledges and agrees that its employees, representatives, subcontractors, and agents may in no respect be considered employees of the GRANTEE.

- O. SUBRECIPIENT agrees that, to the greatest extent feasible, all construction-related expenditures made for the PROJECT shall be made to area firms or individuals.

ARTICLE IV: PROHIBITION AGAINST LOBBYING

SUBRECIPIENT acknowledges that no funds disbursed pursuant to this Agreement shall be used to finance lobbying activities. Furthermore, SUBRECIPIENT acknowledges that no SUBRECIPIENT employee funded in whole or part pursuant to this Agreement shall engage in lobbying activities at any time during the term of this Agreement. For purposes of this Agreement the term "lobbying activities" shall include the following.

- A. Any activity related to the election or appointment of an individual to public office, including, but not limited to, contributions to campaign funds, solicitation in an attempt to influence the outcome of an election for public office, and preparation and dissemination of campaign materials
- B. Sponsorship of candidate forums
- C. Sponsorship of voter registration drives
- D. Provision of transportation to polling places
- E. Contributing financially to elected or appointed public officials in an attempt to influence legislation
- F. Hiring an individual or individuals to represent an organization and/or its position before elected or appointed public officials.

ARTICLE V: NOTICES

Notices and communications under this Agreement shall be sent first class, prepaid to the respective parties as follows.

TO THE GRANTEE:
Franklyn L. Tate, Director
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

TO THE SUBRECIPIENT:
Arthur Siggers, Chairman
Breakthrough Community Services
1313 Country Club Road
Hattiesburg, MS 39401

ARTICLE VI: CONTINGENCIES

This Agreement, including the provision of funds by the GRANTEE for the PROJECT as described herein, is contingent upon the availability of funds.

ARTICLE VII: ASSIGNMENT

SUBRECIPIENT shall not assign this Agreement, nor any part thereof, without prior written approval of the GRANTEE.

ARTICLE VIII: MODIFICATION

No modification of this Agreement, including modification of the PROJECT budget in Exhibit B, shall be effective unless in writing and executed by the parties hereto.

ARTICLE IX: EXECUTION OF AGREEMENT

This Agreement shall be binding upon the GRANTEE and SUBRECIPIENT, their successors and assigns, and shall be effective as of the date executed.

ARTICLE X: PROJECT PUBLICITY

Any news release or other type of publicity pertaining to the work performed pursuant to this Agreement must recognize GRANTEE as a sponsor, funded by HUD.

ARTICLE XI: EVALUATION

The GRANTEE, in accordance with the Guidebook, *Monitoring HOME Program Performance* as adopted by the Hattiesburg City Council and on file with the City Clerk (MB 2001-3 / 97-98), for HOME Monitoring and Program Support and as may thereafter be revised, shall be responsible for monitoring and evaluating all aspects of the services provided by SUBRECIPIENT under this Agreement. The GRANTEE shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the GRANTEE or HUD to accomplish this evaluation. In order to properly monitor and evaluate the SUBRECIPIENT'S performance under this Agreement, the GRANTEE shall make on-site inspections annually or as often as it deems necessary. Failure by the SUBRECIPIENT to assist the GRANTEE in this effort, including allowing the GRANTEE to conduct the on-site inspections and have access to the SUBRECIPIENT'S records, shall result in the imposition of sanctions as specified in Article I Section 7 herein.

Said evaluation shall be accomplished by the GRANTEE through a management evaluation of the services provided under this Agreement during the term of this Agreement.

Following any monitoring by the GRANTEE, the GRANTEE will provide the SUBRECIPIENT with a written report within 30-days describing the results of the monitoring, including any concerns or findings and any required remedial action. The SUBRECIPIENT will be given 30-days to respond in writing. The deadline to satisfy any required remedial action will be given in the written report from the GRANTEE and

will be a reasonable amount of time that will depend on the finding and the action required.

During the period of affordability, the GRANTEE shall perform on-site inspections to ensure units remain the principal residence of the granted homeowner.

ARTICLE XII: INDEMNIFICATION

SUBRECIPIENT shall defend, hold harmless and indemnify the GRANTEE from and against any and all liability, injury, loss, claims, damages, costs, attorneys' fees and expenses of whatever kind or nature which the GRANTEE may sustain, suffer or incur or be required to pay by reason of:

- A. The loss of any monies paid to SUBRECIPIENT;
- B. Fraud, defalcation or dishonesty on the part of any person representing, employed by, contracted or subcontracted by SUBRECIPIENT;
- C. Any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default on the part of SUBRECIPIENT or any of its contractors, subcontractors, sub-subcontractors, materialmen, suppliers and laborers in the execution or performance of this Agreement; or

The indemnity hereunder shall survive termination of the Agreement. In the event that any action, suit or proceeding is brought against the GRANTEE upon any liability arising out of the Agreement, or any other matter indemnified against, the GRANTEE at once shall give notice in writing thereof to SUBRECIPIENT by registered or certified mail addressed to SUBRECIPIENT. Upon receipt of such notice, SUBRECIPIENT, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the GRANTEE.

ARTICLE XIII: INSURANCE

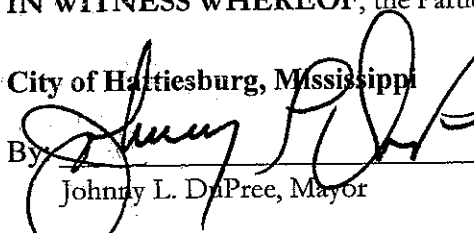
During the life of this Agreement, SUBRECIPIENT shall provide, pay for and maintain with companies satisfactory to the GRANTEE, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Mississippi. Such insurance shall be primary coverage afforded the Additional Insured and shall contain a cross-liability or severability of interest clause. The general liability policy shall provide that the GRANTEE is an additional insured as to the operation of the SUBRECIPIENT under this Agreement. The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on forms, which are to be furnished to the GRANTEE. The authorized representative of the insurance company shown on the certificate must personally manually sign each certificate. Thirty (30) days written notice by registered or certified mail must be given the GRANTEE of any cancellations, intent not to renew, or reduction in the policy coverage, except in the application of the aggregate liability limits provisions. Should

any aggregate limit of liability coverage be reduced, it shall be immediately increased back to the limit required by this Agreement. The insurance coverages required herein are to be primary to any insurance carried by the GRANTEE or any self-insurance program thereof. The SUBRECIPIENT shall be responsible for any deductibles under its policies. The SUBRECIPIENT shall ensure that all of its contractors and subcontractors carry adequate types and limits of insurance.

- A. Workers' Compensation and Employers' Liability Insurance shall be provided for all employees engaged in the work under this Agreement in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance shall be written on ISO occurrence form CG 00 01, or substitute form providing equivalent coverage, with a minimum limit of \$1,000,000.00 each occurrence. Such policy shall include the GRANTEE as an additional insured and shall cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under this Agreement. Completed operations liability coverage shall be maintained for a minimum of one-year following completion of the work.
- C. All Risk Property Damage Insurance on property financed by this Agreement shall be written to cover all risks of physical damage before, during, and after renovation on a replacement cost agreed amount form. Claim payments shall be payable to the GRANTEE and the SUBRECIPIENT as their interests may appear.

IN WITNESS WHEREOF, the Parties have executed and dated this contract.

City of Hattiesburg, Mississippi

By: 

Johnny L. DuPree, Mayor

Date: 5-1-12

Breakthrough Community Services

By: 

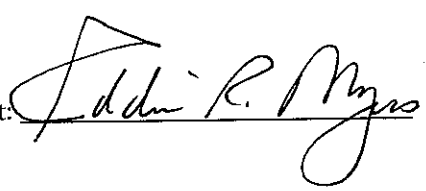
Arthur Siggers, Chairman

Date: 6-5-12 

Attest: _____

Eddie Myers, City Clerk

Date: 5-1-12

Attest: 

Date: _____

Exhibit A

Scope of Work

The SUBRECIPIENT is to complete one substantial rehabilitation project for a single-family, owner-occupied unit.

The GRANTEE has identified the prospective home, which is identified in Exhibit C, and has determined that the property is feasible for the Rehabilitation Program.

The GRANTEE has determined that the homeowner is eligible under HOME Program guidelines.

The SUBRECIPIENT is responsible for coordinating all details with the homeowner, including, but not limited to scheduling mutually agreeable inspection times/dates for the SUBRECIPIENT's staff as well as for prospective contractors, and for identifying the most appropriate move-out date for the homeowner.

The SUBRECIPIENT is responsible for relaying information to the GRANTEE staff – particularly the Housing Coordinator and the Housing Inspector.

The SUBRECIPIENT must communicate the agreed upon move-out date to the GRANTEE as soon as is administratively feasible, and the move-out date must not pre-date the start of any work on the property by more than ten-days.

The GRANTEE will pay the Temporary Relocation stipend directly to the homeowner, which will not reduce the amount of funds available to the SUBRECIPIENT for the project. However, if construction is delayed in starting more than ten days after the homeowner has moved out, the Temporary Relocation cost WILL be charged to the SUBRECIPIENT by reducing the amount of any upcoming draws. Should the rehabilitation be delayed longer than the allotted 90-days, Temporary Relocation payments to the homeowner will additionally be charged to the SUBRECIPIENT in the same manner as stated above.

The SUBRECIPIENT is responsible for procuring a contractor (or contractors) in the same manner and under the same restrictions as the City is required to procure a contractor.

The SUBRECIPIENT is responsible for the oversight of contractors and vendors, and is responsible for the effective management of the project through completion.

Should the SUBRECIPIENT (or the SUBRECIPIENT's contractor) identify in the course of work any hazardous condition that is not identified herein, or that may pose an environmental threat to the occupants, the contractors, the community, or the environment, the SUBRECIPIENT must notify the Housing Inspector immediately and not proceed without the Housing Inspector's approval. Time required by the Housing

Inspector to analyze, verify, remedy, or mitigate such an issue will be taken into consideration when monitoring the SUBRECIPIENT's performance against its deadlines.

The SUBRECIPIENT must coordinate with the Housing Inspector no less than weekly as to the progress of the project, and the Housing Inspector must verify workmanship and progress. Concerns that the Housing Inspector may have with workmanship must be addressed in a timely manner and to the satisfaction of the Housing Inspector.

The GRANTEE may deny reimbursement requests if concerns of the Housing Inspector are not addressed, if requests for payment do not represent the amount of work completed, if proper documentation does not accompany the request for funds, or if monitoring concerns reveal any deficiencies in the SUBRECIPIENT's processes or record keeping.

The SUBRECIPIENT must schedule an inspection by the Housing Inspector prior to scheduling each necessary inspection with the City's Land Code Division.

Projects funded by HOME and/or CDBG Programs are not complete with the approval of the Land Code Division, although their approval is necessary. Completion of such a project depends on the Housing Inspector and Housing Coordinator's approval of all work, and the verification through monitoring that the SUBRECIPIENT gathered necessary documents and followed required processes.

The GRANTEE will not release a final payment of funds until all approvals are gathered and the SUBRECIPIENT has been monitored for the successful execution of this agreement.

The SUBRECIPIENT will procure a contractor in advance in order to and begin work on the property no later than June 1, 2012.

The SUBRECIPIENT is responsible to see the rehabilitation through to completion no later than August 31, 2012.

Exhibit B
Budget
Breakthrough Community Services
209 Bowling Street

<u>Development Budget</u>	<u>Total Development</u>	<u>HOME</u>	<u>Non-HOME Sources</u>
Total Sources			
<u>Uses of Funds</u>			
Rehabilitation	\$50,000.00*	\$50,000.00*	\$0.00

* This is a maximum amount only based on the amount "not to exceed" described herein. Actual Total Development, and actual HOME allocation will depend on actual hard costs as the SUBRECIPIENT procures contractors.

Exhibit C
Location of Project

APPRaisal INQUIRY

PARCEL 2-038L-21-049.00 ALT PARCEL NUMBER 232 -0000-021-022.00

PPIN 027271 SKETCH 1 VIEW 01

OWNER NAME TRAVIS OVELL

OWNER ADDRESS 209 BOWLING

HATTIESBURG MS394010000

PROPERTY ADDRESS 209 BOWLING STREET

PROPERTY IS VACANT (Y/N) N

FIELD WORK BY DATE: //

CLASSED BY DATE: //

REVIEWED BY BO DATE: 6/12/2009

REALTOR CODE

LEGAL DESCRIPTION

1 BG 160FT W NE/CR NW 1/4 NW 1/4

2 W 50FT S 100FT E 50FT N 100FT

3 TO BG

4 PREV #:H1039-00-022

Block 021 Section 21 Township 04N Range 13W

Exhibit D
Plans, drawings, specifications or write-ups
(see following pages)

Breakthrough Community Services, Inc.
1313 Country Club Road • Hattiesburg, MS 39401 • 601-582-3475

WORK WRITE-UP

Homeowner: _____ Phone: _____
 Address: 209 Bowling Street
 Project Type: ☐ Rehab ☐ Repair ☐ Other
 Special Classifications: ☐ N/A ☐ Historic District ☐ 50 Years + ☐ Flood Zone

Reviewed and Approved by: _____ Date: _____
 Housing Counselor: _____
 Project Manager: _____ Date: _____

General Requirements: All repairs are to be performed in accordance with the guidelines and material specifications listed in the City of Hattiesburg's Housing Rehabilitation and Housing Repair Grants Program Manual for CDBG/HOME. Contractor's Performance Standards for Rehabilitation

ITEM NO.	WORK DESCRIPTION	ESTIMATED COST
	<u>ROOF</u>	
1.	Repair low places in roof	_____
2.	Remove ridge vent. Remove unused vent pipes.	
3.	Re-roof home. Install new flashing and roof edge. Install two 14" turbine vents. Replace boots.	
4.	Carport- roof. Replace deteriorated decking. Remove low spots. Install metal flashing. Install modified roof. Install roof edge.	
	<u>EXTERIOR (GENERAL)</u>	
1.	Pressure wash. Seal cracks and holes.	_____
2.	Paint exterior excluding brick. Pain metal posts.	
	<u>EXTERIOR FRONT</u>	
1.	Replace front windows. Porch and picture window. Use metal insulated windows.	_____
	<u>EXTERIOR RIGHT</u>	
1.	Replace 5 windows with metal insulated windows.	_____
2.	Replace carport ceiling.	
3.	Replace deteriorated fascia and soffit.	
4.	Replace light fixture. Install facing at window on masonite wall.	
5.	Seal at carport floor and brick wall.	
	<u>EXTERIOR REAR</u>	
1.	Replace 2 windows. Metal insulated	_____
	<u>EXTERIOR LEFT</u>	
1.	Install light at rear corner.	_____
2.	Remove 1" window at rear and fill hole.	
3.	Install door at crawl space entrance.	
4.	Remove bath window and fill.	
5.	Extend vent pipe above roof.	
6.	Replace 3 windows with metal insulated.	
7.	Lower unit drain line.	



INTERIOR LIVING ROOM

1. Replace ceiling register. _____
2. Install underlayment, vinyl, and shoe mold
3. Replace deteriorated crown mold. Refinish trim, doors and wood
4. Replace door unit with metal and peep hole. Install storm door.

KITCHEN

1. Repair cabinets and refinish. Replace sink with deeper sink, faucet with sprayer, drain system, supply lines and cutoff valves. _____
2. Replace light fixture. Install light over sink.
3. Install underlayment, vinyl, and shoe mold.
4. Refinish trim and doors. Refinish ceiling.
5. Remove gas pipe at stove.

BATHROOM

1. Convert to closet _____

BEDROOM #1

1. Install closet _____

BEDROOM #2

1. Install tub, tub wall, grab bar, faucet w/shower, and drain system. _____
2. Install ADA toilet, supply line, cutoff valve, drain system, and grab bar.
3. Sheetrock walls & ceiling
4. Install vanity with sink and faucet
5. Install light w/ medicine cabinet over sink
6. Install light in center of room
7. Install 36" door unit
8. Install underlayment, vinyl, and shoe mole

BEDROOM #3

1. Refinish ceiling _____
2. Refinish trim and doors

BEDROOM #4

1. Install entrance door unit _____
2. Refinish ceiling
3. Install underlayment, vinyl, and shoe mold
4. Refinish doors and trim



DINING ROOM

1. Install underlayment, vinyl, and shoe mold
2. Remove bow in ceiling
3. Replace light fixture
4. Refinish trim, doors, and wood

WASHROOM

1. Repair threshold
2. Replace ceiling
3. Refinish walls and trim
4. Install underlayment, vinyl, and shoe mold

DEN

1. Install underlayment, vinyl, and shoe mold. Refinish ceiling. Pain walls, trim, and doors
2. Install ceiling fan with light.
3. Install sheetrock in entrance.
4. Replace storm door. Repair entrance threshold.

ELECTRICAL

1. Rewire home to code with new exterior service

ATTIC

1. Insulate to R -30
2. Install walk way around unit. Light in attic.
3. Repair/replace drain system for central unit drain system. Insulate coolant line. Service units.

CRAWL SPACE

1. Insulate water lines
2. Install 4x6 beam under each inner side of outer beam with piers approx 60 ft.

1. Insulate to R -30
2. Install walk way around unit. Light in attic.
3. Repair/replace drain system for central unit drain system. Insulate coolant line. Service units.

TOTAL _____

REHABILITATION COST BREAKDOWN

JOB	COST
LIVING ROOM	
KITCHEN	
BATHROOM	
HALL	
BEDROOM #1	
BEDROOM #2	
BEDROOM #3	
BEDROOM #4	
ROOF	
EXTERIOR	
ATTIC	
CRAWL SPACE	
ELECTRICAL	
TOTAL ESTIMATED COST	

Contractor: _____ Date: _____

Received By: _____

Housing Counselor _____ Date: _____ Project Manager: _____ Date: _____



City of Hattiesburg, MS

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

Master

File Number: 2012-0703

File ID: 2012-0703

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: Funding of the CDBG and HOME Programs

Final Action: 04/17/2012

Minute Book Number: MB 20102-1/122

Title:

Authorize Mayor to execute, in triplicate, contracts with the U.S. Department of Housing and Urban Development, funding of the 2012 City of Hattiesburg Action Plan in the amount of \$577,023 in Community Development Block Grant Program funds (CDBG) and \$275,957 in HOME Investment Partnership Program funds (HOME). {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: 2012 CDBG Grant Agreement, executed 2012
CDBG Grant Agreement, 2012 HOME Grant
Agreement, executed 2012 HOME Grant Agreement

Enactment Number:

Contact:

Meeting Date: 04/17/2012

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/17/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Authorize Mayor to execute, in triplicate, contracts with the U.S. Department of Housing and Urban Development, funding of the 2012 City of Hattiesburg Action Plan in the amount of \$577,023 in Community Development Block Grant Program funds (CDBG) and \$275,957 in HOME Investment Partnership Program funds (HOME).{Entitlement}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Delgado, Carroll and Naylor							
Nays: 0							
Absent: 1 - Ware							
Yea: 4 President Bradley Council Member Delgado Council Member Carroll Council Member Naylor							

Text of Legislative File 2012-0703

Title

Authorize Mayor to execute, in triplicate, contracts with the U.S. Department of Housing and Urban Development, funding of the 2012 City of Hattiesburg Action Plan in the amount of \$577,023 in Community Development Block Grant Program funds (CDBG) and \$275,957 in HOME Investment Partnership Program funds (HOME). {Entitlement}

Summary

Funding of the CDBG and HOME Programs

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Funding Approval/Agreement

Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No.
2506-0193 (exp 1/31/2015)

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Hattiesburg	3a. Grantee's 9-digit Tax ID Number: 64-6000432	3b. Grantee's DUNS Number: 07-944-8130	4. Date use of funds may begin (mm/dd/yyyy):
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) City of Hattiesburg P. O. Box 1898 Hattiesburg, MS 39401-1898 HFO: 4GD Appropriation: 862/40162 EC1 UOG: 280602		5a. Project/Grant No. 1 B-12-MC-28-0006	6a. Amount Approved \$577,023
		5b. Project/Grant No. 2	6b. Amount Approved
		5c. Project/Grant No. 3	6c. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions/addendums, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Linda F. Tynes	Grantee Name
Title Director, Community Planning and Development Division	Title
Signature <i>Linda F. Tynes</i>	Signature
Date (mm/dd/yyyy) 4.5.12	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action (check only one) ☒ a. Entitlement, Sec 106(b) ☐ b. State-Administered, Sec 106(d)(1) ☐ c. HUD-Administered Small Cities, Sec 106(d)(2)(B) ☐ d. Indian CDBG Programs, Sec 106(a)(1) ☐ e. Surplus Urban Renewal Funds, Sec 112(b) ☐ f. Special Purpose Grants, Sec 107 ☐ g. Loan Guarantee, Sec 108	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 11/14/2011 9b. Date Grantee Notified (mm/dd/yyyy) 04/05/2012 9c. Date of Start of Program Year (mm/dd/yyyy) 01/01/2012	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number
	11. Amount of Community Development Block Grant a. Funds Reserved for this Grantee \$577,023 b. Funds now being Approved \$577,023 c. Reservation to be Cancelled (11a minus 11b)		

12a. Amount of Loan Guarantee Commitment now being Approved	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only

Batch	TAC	Program Y	A Reg Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153								
	176								
		Y			Project Number		Amount		
		Y			Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By				

E.O. 12372
SPECIAL CONTRACT CONDITION
WATER OR SEWER FACILITIES

Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

Funding Approval/Agreement

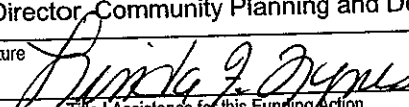
Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No.
2506-0193 (exp 1/31/2015)

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Hattiesburg	3a. Grantee's 9-digit Tax ID Number: 64-6000432	3b. Grantee's DUNS Number: 07-944-8130	4. Date use of funds may begin (mm/dd/yyyy):
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) City of Hattiesburg P. O. Box 1898 Hattiesburg, MS 39401-1898 HFO: 4GD Appropriation: 862/40162 EC1 UOG: 280602	5a. Project/Grant No. 1 B-12-MC-28-0006	6a. Amount Approved \$577,023	
	5b. Project/Grant No. 2	6b. Amount Approved	
	5c. Project/Grant No. 3	6c. Amount Approved	

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions/addendums, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with the funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Linda F. Tynes		Grantee Name	
Title Director, Community Planning and Development Division		Title	
Signature 	Date (mm/dd/yyyy) 4-5-12	Signature	Date (mm/dd/yyyy)
7. Category of Title I Assistance for this Funding Action (check only one) ☒ a. Entitlement, Sec 106(b) ☐ b. State-Administered, Sec 106(d)(1) ☐ c. HUD-Administered Small Cities, Sec 106(d)(2)(B) ☐ d. Indian CDBG Programs, Sec 106(a)(1) ☐ e. Surplus Urban Renewal Funds, Sec 112(b) ☐ f. Special Purpose Grants, Sec 107 ☐ g. Loan Guarantee, Sec 108	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 11/14/2011 9b. Date Grantee Notified (mm/dd/yyyy) 04/05/2012 9c. Date of Start of Program Year (mm/dd/yyyy) 01/01/2012	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number
	11. Amount of Community Development Block Grant		
		FY (12)	FY ()
a. Funds Reserved for this Grantee		\$577,023	
b. Funds now being Approved		\$577,023	
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved

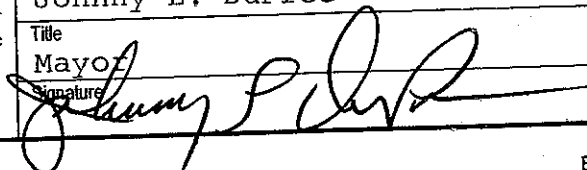
12b. Name and complete Address of Public Agency

Loan Guarantee Acceptance Provisions for Designated Agencies:

The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12c. Name of Authorized Official for Designated Public Agency
Johnny L. DuPree

Title
Mayor

Signature


HUD Accounting use Only

Batch	TAC	Program Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153										
	176										
		Y					Project Number		Amount		
		Y					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By						

E.O. 12372
SPECIAL CONTRACT CONDITION
WATER OR SEWER FACILITIES

Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

Funding Approval and HOME Investment Partnerships Agreement

Title II of the National Affordable Housing Act

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB Approval No. 2506-0171
(Exp. 12/31/2012)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

1. Participant Name and Address City of Hattiesburg P. O. Box 1898 Hattiesburg, MS 39403-1898		2. Participant Number M12-MC280201	
		3. Tax Identification Number 64-6000432	4. DUNS Number 07-944-8130
		4. Appropriation Number 862/40205	5. FY (yyyy) 2012
HFO: 4GD			
6. Previous Obligation (Enter "0" for initial FY allocation)			\$
a. Formula Funds			\$
b. Community Housing Development Org. (CHDO) Competitive			\$
			\$275,957
7. Current Transaction (+ or -)			
a. Formula Funds			\$275,957
1. CHDO (For deobligations only)			\$
2. Non- CHDO (For deobligations only)			\$
b. CHDO Competitive Reallocation or Deobligation (see #18 below)			\$
			\$
8. Revised Obligation			
a. Formula Funds			\$
b. CHDO Competitive Reallocation			\$
9. Special Conditions (check applicable box)		10. Date of Obligation (Congressional Release Date)	
☐ Not applicable ☒ Attached		(mm/dd/yyyy) 04/04/2012	

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions*, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 CFR part 25) and Appendix A to Part 170 of the Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170).

11. For the U.S. Department of HUD (Name and Title of Authorized Official) Linda F. Tynes, Director, Community Planning and Development Division	12. Signature <i>Linda F. Tynes</i>	13. Date 4/5/2012
14. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official)	15. Signature	16. Date / /

17. Check one:

☒ Initial Agreement

☐ Amendment #

18. Funding Information: HOME

Source of Funds	Appropriation Code	PAS Code	Amount
FY 2012	862/40205	12HMF	\$275,957
			\$

***Special Conditions**

HOME funds used for projects not completed within 4 years of the commitment date, as determined by a signature of each party to the agreement shall be repaid, except that the Secretary may extend the deadline for 1 year if the Secretary determines that the failure to complete the project is beyond the control of the participating jurisdiction.

No HOME funds may be committed to any project unless each participating jurisdiction certifies that it has conducted an underwriting review, assessed developer capacity and fiscal soundness, and examined neighborhood market conditions to ensure adequate need for each project.

Any homeownership units funded with HOME funds which cannot be sold to an eligible homeowner within 6 months of project completion shall be rented to an eligible tenant.

No HOME funds may be awarded for development activities to a community housing development organization that cannot demonstrate that it has staff with demonstrated development experience.

**Fund
Investment**
Title II

**and HOME
Partnerships Agreement**
Affordable Housing Act

**U.S. Department of Housing
and Urban Development**
Office of Community Planning
and Development

OMB Approval No. 2506-0171
(Exp. 12/31/2012)

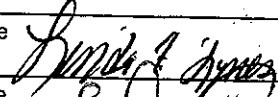
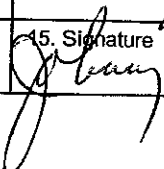
Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

1. Participant Name and Address City of Hattiesburg P. O. Box 1898 Hattiesburg, MS 39403-1898 HFO: 4GD		2. Participant Number M12-MC280201	
3. Tax Identification Number 64-6000432		4. DUNS Number 07-944-8130	
4. Appropriation Number 862/40205		5. FY (yyyy) 2012	
6. Previous Obligation (Enter "0" for initial FY allocation)			
a. Formula Funds		\$	
b. Community Housing Development Org. (CHDO) Competitive		\$	
7. Current Transaction (+ or -)		\$275,957	
a. Formula Funds		\$275,957	
1. CHDO (For deobligations only)		\$	
2. Non- CHDO (For deobligations only)		\$	
b. CHDO Competitive Reallocation or Deobligation (see #18 below)		\$	
8. Revised Obligation		\$	
a. Formula Funds		\$	
b. CHDO Competitive Reallocation		\$	
9. Special Conditions (check applicable box) ☐ Not applicable ☒ Attached		10. Date of Obligation (Congressional Release Date) (mm/dd/yyyy) 04/04/2012	

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions*, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 CFR part 25) and Appendix A to Part 170 of the Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170).

11. For the U.S. Department of HUD (Name and Title of Authorized Official) Linda F. Tynes, Director, Community Planning and Development Division		12. Signature 	13. Date 4/5/2012
14. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) Johnny L. DuPree, Mayor		15. Signature 	16. Date 4/17/2012

17. Check one:

☒ Initial Agreement ☐ Amendment #

18. Funding Information: HOME
Source of Funds FY 2012
Appropriation Code 862/40205
PAS Code 12HMIF
Amount \$275,957
\$

***Special Conditions**

HOME funds used for projects not completed within 4 years of the commitment date, as determined by a signature of each party to the agreement shall be repaid, except that the Secretary may extend the deadline for 1 year if the Secretary determines that the failure to complete the project is beyond the control of the participating jurisdiction.

No HOME funds may be committed to any project unless each participating jurisdiction certifies that it has conducted an underwriting review, assessed developer capacity and fiscal soundness, and examined neighborhood market conditions to ensure adequate need for each project.

Any homeownership units funded with HOME funds which cannot be sold to an eligible homeowner within 6 months of project completion shall be rented to an eligible tenant.

No HOME funds may be awarded for development activities to a community housing development organization that cannot demonstrate that it has staff with demonstrated development experience.



City of Hattiesburg, MS

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

Master

File Number: 2012-0724

File ID: 2012-0724

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/11/2012

Brief Title: Reappoint Eleanor Harris to School Board

Final Action: 04/17/2012

Minute Book Number: MB 2012-1/122/FAILE

Title:

Ratify and confirm the Mayor's re-appointment of Eleanor Harris (W5) to the School Board, for a five year term, beginning March 5, 2011 and ending March 4, 2016.]

Notes:

Sponsors:

Enactment Date:

Attachments: Reappoint Eleanor Harris

Enactment Number:

Contact:

Meeting Date: 04/17/2012

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	04/17/2012	Approve				Fail
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Ratify and confirm the Mayor's re-appointment of Eleanor Harris (W5) to the School Board, for a five year term, beginning March 5, 2011 and ending March 4, 2016.							
The motion failed for lack of a majority as follows:							
Yeas: 2 - Delgado and Naylor							
Nays: 2 - Bradley and Carroll							
Absent: 1 - Ware							
Yea: 2 Council Member Delgado Council Member Naylor							
Nay: 2 President Bradley Council Member Carroll							
TEL-No Vote: 0							

Text of Legislative File 2012-0724

Title

Ratify and confirm the Mayor's re-appointment of Eleanor Harris (W5) to the School Board, for a five year term, beginning March 5, 2011 and ending March 4, 2016.]

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: School Board

TERM OF OFFICE: 5 years PERIOD: 3/05/2011 to 3/04/2016

REPLACES Re- Appointment

TERM EXPIRED: X OR RESIGNED: _____ Letter attached _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES X NO _____

NAME OF PROPOSED APPOINTEE: Eleanor Harris

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESES ()

ADDRESS: 106 J.C. Killingsworth Dr

HOME PHONE NUMBER: (601)582-2300 WARD: 5

PLACE OF EMPLOYMENT: Retired School Teacher

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor Johnny L. DuPree DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____



City of Hattiesburg, MS

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

Master

File Number: 2012-0723

File ID: 2012-0723

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/11/2012

Brief Title: Re-appoint Fred Burns to School Board

Final Action: 04/17/2012

Minute Book Number: MB 2012-14/122-123/I

Title:

Ratify and confirm the Mayor's re-appointment of Fred Burns, W2 to the Hattiesburg School Board, for a five year term, beginning March 3, 2012 and ending March 2, 2017.

Notes:

Sponsors:

Enactment Date:

Attachments: Reappoint F Burns

Enactment Number:

Contact:

Meeting Date: 04/17/2012

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	04/17/2012	Approve				Fail
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Ratify and confirm the Mayor's re-appointment of Fred Burns, W2 to the Hattiesburg School Board, for a five year term, beginning March 3, 2012 and ending March 2, 2017.							
The motion failed for lack of a majority as follows:							
Yeas: 2 - Delgado and Naylor							
Nays: 2 - Bradley and Carroll							
Absent: 1 - Ware							
Yea: 2 Council Member Delgado Council Member Naylor							
Nay: 2 President Bradley Council Member Carroll							
TEL-No Vote: 0							

Text of Legislative File 2012-0723

Title

Ratify and confirm the Mayor's re-appointment of Fred Burns, W2 to the Hattiesburg School Board, for a five year term, beginning March 3, 2012 and ending March 2, 2017.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: School Board

TERM OF OFFICE: 5 years PERIOD: 3/03/2012 to 3/02/2017

REPLACES Re- Appointment

TERM EXPIRED: X OR RESIGNED: Letter attached

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES X NO

NAME OF PROPOSED APPOINTEE: Fred Burns

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN
PARENTHESES ()

ADDRESS: 1109 Deason Ave.

HOME PHONE NUMBER: (601)307-5764 WARD: 2

PLACE OF EMPLOYMENT: U.S. Postal Service

EMPLOYMENT ADDRESS:

EMPLOYMENT PHONE NO.: POSITION: Carrier

PERSON CONTACTED BY: Mayor Johnny L. DuPree DATE:

TO BE CONTACTED BY: DATE CONTACTED:

AGREED TO SERVE: X DECLINED:



City of Hattiesburg, MS

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

Master

File Number: 2012-0725

File ID: 2012-0725

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 04/11/2012

Brief Title: Appointment of Lewis Myrick, Jr. to Contractor's Review Board

Final Action: 04/17/2012

Minute Book Number: MB 2012-1/123

Title:

Ratify and confirm the Mayor's appointment of Lewis Myrick, Jr., at large (replaces Frankie Benton who resigned) to the Contractor's Review Board, for a term (June 2, 2009 to June 1, 2012) beginning April 17, 2012 and ending June 1, 2012, and for a 3 year term beginning June 2, 2012 and ending June 1, 2015.

Notes:

Sponsors:

Enactment Date:

Attachments: Appoint Lewis Myrick, Jr

Enactment Number:

Contact:

Meeting Date: 04/17/2012

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	04/17/2012	Approve				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Ratify and confirm the Mayor's appointment of Lewis Myrick, Jr., at large(replaces Frankie Benton who resigned) to the Contractor's Review Board, for a term (June 2, 2009 to June 1, 2012) beginning April 17, 2012 and ending June 1, 2012, and for a 3 year term beginning June 2, 2012 and ending June 1, 2015.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Delgado, Carroll and Naylor							
Nays: 0							
Absent: 1 - Ware							
Yea: 4 President Bradley Council Member Delgado Council Member Carroll Council Member Naylor							

Text of Legislative File 2012-0725

Title

Ratify and confirm the Mayor's appointment of Lewis Myrick, Jr., at large (replaces Frankie Benton who resigned) to the Contractor's Review Board, for a term (June 2, 2009 to June 1, 2012) beginning April 17, 2012 and ending June 1, 2012, and for a 3 year term beginning June 2, 2012 and ending June 1, 2015.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Contractor's Review Board

TERM OF OFFICE: 3 years PERIOD: 4-17-12 to 6-01-12

REPLACES: Lewis Myrick, Jr. (replaces Frankie Benton)

TERM EXPIRED: _____ OR RESIGNED: X Letter attached _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES _____ NO X

NAME OF PROPOSED APPOINTEE: Lewis Myrick, Jr.

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ()

ADDRESS: 6 Lytham Circle

HOME PHONE NUMBER: 601 582-0841 WARD: 5 (At-Large)

PLACE OF EMPLOYMENT: Economy Supply Company

EMPLOYMENT ADDRESS: 200 E 2nd St

EMPLOYMENT PHONE NO.: 601-5820277 POSITION: _____

PERSON CONTACTED BY: _____ 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: 2012-0731

File ID: 2012-0731

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/16/2012

Brief Title: 963 Broadway Drive – Appeal Hearing on Variance

Final Action: 04/17/2012

Minute Book Number: mb 2012-1/123-124

Title:

Acknowledge receipt of letter filed by Ken Williams, Vice President W. H. Capital, LLC c/o Waffle House, Inc., owner, to appeal the Planning Commission's recommendation for their petition represented by Mark Tramontana, Senior Account Executive, Mitchell Signs, to vary from Article 5, Section 95.10 (2D), which states that in a B-5, Regional Business District the width of an On-Premise Free Standing Signs shall not exceed sixteen (16) feet, and instead allow twenty foot, eleven and one-quarter inches (20'11 ¼"), for a variance of four foot eleven and one-quarter inches (4'11 ¼"), for a certain property located at 963 Broadway Drive (Parcel 23-924-6-1, PPIN 33415, Ward 4); (Hattiesburg Planning Commission recommended to DENY on April 4, 2011), set a public hearing before Council on May 14, 2012 at 4 PM, and authorize publication of Public Notice setting an appeal hearing.

Notes:

Sponsors:

Enactment Date:

Attachments: 963 Broadway Drive (Appeal Letter), Appeal PN

Enactment Number:

Contact:

Meeting Date: 04/17/2012

Drafter: Lisa Reid

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	04/16/2012					
1	City Council	04/17/2012	Authorize				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Acknowledge receipt of letter filed by Ken Williams, Vice President W. H. Capital, LLC c/o Waffle House, Inc., owner, to appeal the Planning Commission's recommendation for their petition represented by Mark Tramontana, Senior Account Executive, Mitchell Signs, to vary from Article 5, Section 95.10 (2D), which states that in a B-5, Regional Business District the width of an On-Premise Free Standing Signs shall not exceed sixteen (16) feet, and instead allow twenty foot, eleven and one-quarter inches (20'11 ¼"), for a variance of four foot eleven and one-quarter inches (4'11 ¼"), for a certain property located at 963 Broadway Drive (Parcel 23-924-6-1, PPIN 33415, Ward 4); (Hattiesburg Planning Commission recommended to DENY on April 4, 201), set a public hearing before Council on May 14, 2012 at 4 PM, and authorize publication of Public Notice setting an appeal hearing. ..Summary
963 Broadway Drive - Appeal Hearing on Variance.

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

Yeas: 4 - Bradley, Delgado, Carroll and Naylor

Nays: 0

Absent: 1 - Ware

Yea: 4 President Bradley
 Council Member Delgado
 Council Member Carroll
 Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2012-0731

Title

Acknowledge receipt of letter filed by Ken Williams, Vice President W. H. Capital, LLC c/o Waffle House, Inc., owner, to appeal the Planning Commission's recommendation for their petition represented by Mark Tramontana, Senior Account Executive, Mitchell Signs, to vary from Article5, Section 95.10 (2D), which states that in a B-5, Regional Business District the width of an On-Premise Free Standing Signs shall not exceed sixteen (16) feet, and instead allow twenty foot, eleven and one-quarter inches (20'11 ¼"), for a variance of four foot eleven and one-quarter inches (4'11 ¼"), for a certain property located at 963 Broadway Drive (Parcel 23-924-6-1, PPIN 33415, Ward 4); (Hattiesburg Planning Commission recommended to DENY on April 4, 201), set a public hearing before Council on May 14, 2012 at 4 PM, and authorize publication of Public Notice setting an appeal hearing.

Summary

963 Broadway Drive- Appeal Hearing on Variance

Budget Information

Expenditure Type

Purchasing Item

Publication Information

publish 4/27/12

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

FILED

APR 13 2012

EDDIE R. MYERS, CITY CLERK
By 
Deputy Clerk

April 13, 2012

Re: Planning Commission Variance Denial – Waffle House

To Whom It May Concern:

This letter is to appeal the denial of a sign variance application by the Planning Commission for a new Waffle House restaurant being constructed 963 Broadway Drive within the Cloverleaf Mall development.

The application requested a 4'-11.25" width variance to the allowable 16' width of an on-premise free-standing sign. In other words, a 16' wide free-standing sign is allowed by the city ordinance; the applicant would like to install a 20'-11.25" wide sign.

The applicant/business, Waffle House, has (as many businesses) a corporate image that has been developed throughout the years and that is known by customers throughout its market areas. It serves as its advertisement; its image.

The sign is easily recognized much as the Golden Arches are at McDonalds. Everyone knows what it is when they see the sign.

The sign that has been proposed for this new location is **SMALLER than that allowed by the city ordinance.** The city allows a 161 square foot sign and, the application is asking for a 147 square foot sign. It is simply the design/layout of the corporate logo that extends the shape of the sign past the 16' parameter to 20'-11.25".

To erect a smaller sign that meets both the 16' width allowed and the Waffle House corporate logo results in a sign which is not visible from the "cloverleaf" (intersection) at Hwy. 49 and Broadway Drive. The next smaller size corporate logo sign is 14'-9" wide and only 75 square feet – almost half the size!

Changing the design is really not an option since it would alter the corporate, established logo/identity and be very costly to develop.

In addition, there are a number of signs up and down Broadway that exceed the 16' width. They do not seem to alter the area's landscape or encroach upon the line of sight.

The proposed Waffle House sign meets all the city's requirements but the one of 16' in width. The sign meets the required setback from both the front and side property lines as well the height allowed for the location.

Finally, it is actually **SMALLER THAN WHAT IS ALLOWED** by the city.

Given all of these factors, why would the width be the "sticking point" on permitting sign that meets the city's ordinance?

We appreciate your consideration of our request.

Sincerely,

A handwritten signature in black ink that reads "Ken Williams" followed by a small mark that looks like "M2".

Ken Williams
Vice President
W.H. Capital, LLC c/o Waffle House, Inc.

PUBLIC HEARING

NOTICE is hereby given that a petition was filed by W. H. Capital, LLC c/o Waffle House, Inc., owner and represented by Mark Tramontana, Senior Account Executive, Mitchell Signs, with the Mayor and Council of the City of Hattiesburg, Mississippi, to vary from the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 5, Section 95.10 (2D), which states that in a B-5, Regional Business District the width of an On-Premise Free Standing Signs shall not exceed sixteen (16) feet, and instead allow twenty foot, eleven and one-quarter inches (20'11 ¼"), for a variance of four foot eleven and one-quarter inches (4'11 ¼"), for a certain property located at 963 Broadway Drive (Parcel 23-924-6-1, PPIN 33415, Ward 4), said property being more particularly described as follows, to-wit:

A part of Block 6 of the West End Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, also being described as part of the Northeast Quarter of the Southeast Quarter of Section 17, Township 4 North, Range 13 West, County of Forrest, State of Mississippi and being more particularly described as follows: Commencing at a found ¾-inch iron pipe at the southeast corner of Block 1 of the West End Addition to the City of Hattiesburg, County of Forrest, State of Mississippi; thence run South 00 degrees 23 minutes 22 seconds East for 1,271.49 feet; thence run South 44 degrees 05 minutes 20 seconds West for 56.96 feet; thence run South 89 degrees 41 minutes 32 seconds West for 208.27 feet to the POINT OF BEGINNING; thence continue South 89 degrees 38 minutes 00 seconds West for 153.37 feet; thence run South 00 degrees 19 minutes 03 seconds East for 170.42 feet to a point in the north right-of-way line of Highway 49 Service Drive; thence run northeasterly along said north right-of-way line along a curve to the left for 161.77 feet, said curve having a radius of 980.00 feet, a delta angle of 09 degrees 27 minutes 28 seconds and a chord bearing of North 71 degrees 18 minutes 25 seconds East and a chord distance of 161.60 feet; thence run North 00 degrees 18 minutes 47 seconds West for 119.61 feet to the Point of Beginning. Said parcel comprises 0.52 acres more or less.

After hearing, the Hattiesburg Planning Commission recommend that the petition be DENIED, and proponents represented by Ken Williams, Vice President, W. H. Capital, LLC c/o Waffle House, Inc., owners, being aggrieved with the recommendation, filed a request for hearing before the Mayor and City Council of the City of Hattiesburg, as provided by law.

NOW, THEREFORE, NOTICE IS GIVEN that a public hearing in relation to the petition as hereinabove set forth will be held at 4 P.M., Monday, May 14, 2012 in the City Hall Building, 2nd Floor, City Council Room, 200 Forrest Street, Hattiesburg, Mississippi, at which time and at which said hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 17st day of April, A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Friday, April 27, 2012
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898



City of Hattiesburg, MS

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

Master

File Number: 2012-0726

File ID: 2012-0726

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/11/2012

Brief Title: Acknowledge award of 2012 MDOT Urban Youth Corps grant and authorize execution of Memorandum of Understanding.

Final Action:

Minute Book Number: MB2012-1/124

Title:

Acknowledge award of 2012 MDOT Urban Youth Corps grant and authorize execution of Memorandum of Understanding.

Notes: Execute two originals and return to MDOT by April 26, 2012

Sponsors:

Enactment Date:

Attachments: 2012Hattiesburgmou MDOT Urban Youth Corps, executed 2012Hattiesburgmou MDOT Urban Youth Corps

Enactment Number:

Contact:

Meeting Date: 04/17/2012

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	04/17/2012					

Text of Legislative File 2012-0726

Title

Acknowledge award of 2012 MDOT Urban Youth Corps grant and authorize execution of Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING
THE MISSISSIPPI TRANSPORTATION COMMISSION
AND
CITY OF HATTIESBURG

This Agreement is made by and between the Mississippi Transportation Commission (hereinafter “the Commission”), by and through the duly authorized Executive Director of the Mississippi Department of Transportation (hereinafter “MDOT”) and the City of Hattiesburg, Forrest County, Mississippi, hereinafter the Local Public Agency (“LPA”), for the purpose of establishing the agreed conditions under which the LPA may utilize special Federal Surface Transportation Program-Transportation Enhancement Funds (STP-TE) provided by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and subsequent acts to complete the proposed project as described below:

PROJECT DESCRIPTION: 2012 Urban Youth Corps program to do landscape maintenance and mulching at Hwy 11, Hwy 49, and I-59, (hereinafter referred to as “the Project”).

WHEREAS, the LPA has been selected by the Commission for an URBAN YOUTH CORPS TRANSPORTATION ENHANCEMENT PROJECT and allocated a maximum of \$35,000 in (STP-TE) federal funds for the Project; and

WHEREAS, the LPA desires assistance from the MDOT in the development and implementation of a Summer Youth Employment Program (Urban Youth Corps Program) to provide meaningful transportation enhancement related work experience to youths; and

WHEREAS, the LPA has submitted a project proposal to the MDOT describing the project scope and budget which is herein incorporated and made a part of this Agreement as “Attachment A;” and

WHEREAS, the Commission is a body corporate under the laws of the State of Mississippi with the authority to enter into contracts necessary for the proper discharge of its functions and duties, whose orders and policies are carried out by MDOT; and

WHEREAS, the LPA is a body public with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out the LPA’s functions covered under this Agreement; and

WHEREAS, the LPA certifies that they know of no legal impediments to the completion of the project; and

WHEREAS, it is understood that conditions presented herein are general in nature with details and specific requirements contained in MDOT Standard Operating Procedures and the

Federal Aid Policy Guide adopted by the Federal Highway Administration (hereinafter "FHWA").

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises hereinafter set forth, the parties hereto agree as follows:

SECTION 1. THE LPA WILL:

- (a) be responsible for the planning, coordination, and implementation of the Urban Youth Corps Program (Transportation Enhancement) Project.
- (b) be responsible for the recruitment, hiring, training, supervision, and payroll for the youths.
- (c) be responsible for preparing all necessary landscaping design, drawing, and design plans for the proposed Project.
- (d) be responsible for coordinating the Urban Youth Corps project with MDOT's district Resident/Maintenance Engineers (through the MDOT district's District Engineer) if the Project includes work on highway rights-of-way.
- (e) obtain all required permits.
- (f) be responsible for purchasing all supplies, plant materials, shrubbery, trees, etc. necessary for the project.
- (g) be responsible for traffic control for work zone areas.
- (h) be responsible for the transportation to be used for transporting the youths to and from the worksite.
- (i) be responsible for all equipment, site preparation, water tanks, etc.
- (j) be responsible for having life skills training sessions that will require a minimum of 10% of the participants work time, to improve the youths' communication skills, work ethics, attitude, and ecology/environmental awareness.
- (k) be responsible for providing training in all aspects of safety including orientation on the safe use of appropriate tools and equipment necessary for the implementation of the Project.
- (l) be responsible for submitting an itemized budget for the Project;
- (m) be responsible for submitting a final report on the accomplishments, with recommendations for future improvement in the implementation of the program.
- (n) if requested, arrange with the MDOT for, and conduct, a final inspection of the Project.
- (o) include as an attachment to the LPA's final invoice a certification that all required services have been completed in accordance with the terms of this Agreement;
- (p) provide to the MDOT upon request copies of all basic notes, sketches, charts, plans, correspondence, and other data prepared, furnished, or obtained by or for the LPA or its agent under the terms of this Agreement;
- (q) retain all records dealing with the Project for three (3) years after final payment or until final audit findings have been resolved, whichever is longer, and such records will be made available to the MDOT upon request;
- (r) to the extent permitted by existing Mississippi law, the LPA hereby assumes complete responsibilities for any loss resulting from bodily injuries (including death) or damages to property, arising out of any act or failure to act on the LPA's part, or the part of any employee or agent of the LPA in performance of the work undertaken under this Agreement.

- (s) acknowledge MDOT and FHWA for their participation in the Project in any news releases or other promotional material for the Project, the project sponsor should also notify the Outreach Division of MDOT of any ceremonies related to the opening of the facility, and a plaque or sign identifying the FHWA and MDOT as providing funding for the Project will be required during construction of the facility.
- (t) comply with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified at Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the Commission, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, *et seq.*, Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L.99-603, 100 Stat. 3359, as amended.

SECTION 2. THROUGH MDOT THE COMMISSION WILL:

- (a) provide funding for the Project as set forth by this agreement.
- (b) reimburse the LPA for 80% percent of all allowable expenditures for the Project, up to the amount of federal funds awarded by Commission.
- (c) assist the LPA in identifying and selecting appropriate projects in the participant's community.
- (d) at its sole election, waive the encroachment permits required for landscaping on MDOT rights-of-way (not to include erecting of permanent signs).
- (e) assist with any required environmental documents.

SECTION 3. ENROLLMENT CRITERIA FOR MEMBERS OF YOUTH CORPS

Youths who are enrolled in this program must be from 16 to 25 years of age, inclusive, at the time the individual begins the term of service. Participating youths must also be citizens or nationals of the U.S. or lawful permanent resident aliens of the U.S. and must be enrolled in high school or college or have agreed to enroll for a high school diploma or its equivalent and/or college.

SECTION 4. DEADLINE FOR EXPENSES INCURRED

MDOT will not reimburse expenses incurred by the LPA, for this Project, after October 31, 2012. MDOT will consider written requests submitted by the LPA for an extension of this deadline.

SECTION 5. URBAN YOUTH CORPS PROJECT

An Urban Youth Corps Project is a youth employment and training service program that: (1) offers meaningful and productive summer work in urban public works or transportation settings; (2) gives the participants a mix of work experience and on-the-job training that includes a minimum of 10% of the participants' time for basic and life skills, education, training, etc.; and (3) provides the youths with an opportunity to develop citizenship values and skills through service to their communities and the State of Mississippi.

SECTION 6. PAYMENT BY THE STATE

The MDOT will make payment to the LPA for a maximum of 80% percent of eligible reasonable costs incurred by the LPA, up to MDOT's maximum funding for the Project based on a valid invoice submitted by the LPA to the MDOT. A valid invoice is considered an invoice from the LPA to MDOT and supported by suppliers' invoices and LPA financial records. Such invoices will be certified as true and correct by LPA and submitted to the MDOT. The LPA will submit only a final invoice for payment with all necessary documentation to establish proper payment by the MDOT. From this final invoice the MDOT will deduct the LPA's share of not less than 20%. For payment-in-kind which the LPA wishes to apply to the LPA's share, the LPA must include all necessary documentation with this final invoice.

SECTION 7. AUDIT AND INSPECTION

The LPA shall maintain proper accounting records, payrolls, documents, papers and other necessary data to support the cost incurred for services provided. Such records shall be available at all reasonable times during the Project period, and for three (3) years from the date of payment of final estimate. All work, documents and data will be available for inspection and auditing by the MDOT, or any authorized representative of the Federal Government, and copies thereof will be furnished if requested.

SECTION 8. ASSIGNMENT OF INTEREST

No interest in the Agreement shall be assigned to any individual or agency not a party hereto without prior approval of the MDOT.

SECTION 9. CHANGES

Any changes in the provisions of this Agreement shall be approved by the MDOT and may be subject to prior approval of FHWA. Any changes in the maximum compensation shall be approved by MDOT before the LPA incurs any cost above the amount of maximum compensation stated herein.

SECTION 10. DISPUTES

Any dispute concerning a question of fact that cannot be resolved by the LPA and the MDOT shall be submitted to the Executive Director of MDOT or his/her duly authorized representative for a decision. Obtaining a decision from the Executive Director shall be an administrative remedy, and a prerequisite for any legal action. The parties agree that the decision of the Executive Director shall take effect immediately and continue until reversed or abated by legal action unless the parties at the time mutually agree to postponement of its effect pending the outcome of legal action.

SECTION 11. NONDISPLACEMENT

Participating municipalities shall not displace an employee or a position or supplant the hiring of workers by using participants in an Urban Youth Corps Program, nor use Urban Youth Corps participants to prevent an employee from getting a promotion or from performing normally assigned duties.

SECTION 12. CIVIL RIGHTS

During the performance of this AGREEMENT, the LPA and MDOT agree as follows:

- (a) **Compliance with Regulations:** The LPA and the MDOT shall comply with Title VI of the Civil Rights Act of 1964, as amended, and nondiscrimination in programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, 23 CFR 710.405(b) (hereinafter referred to as “the Regulations”), which are herein incorporated by reference and made a part of this Agreement.
- (b) **Nondiscrimination:** The LPA with regard to the work performed by them afterward and prior to completion of the Agreement, shall not discriminate on the grounds of race, color, national origin, sex, age, or handicap/disability, in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set for in Appendix B of the Regulations.
- (c) **Solicitations for Subcontract, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the LPA for procurement of materials and equipment, each potential subcontractor or supplier shall be notified by the LPA of the applicant’s obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or handicap/disability.
- (d) **Information and Reports:** The LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the MDOT or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the applicant is in the exclusive possession of another who fails or refuses to furnish this information, the LPA shall so certify to the MDOT, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this Agreement, MDOT shall impose such sanctions as it or FHWA may determine to be appropriate, including but not limited to:
 - (1) withholding the payment to the LPA under the Agreement until the LPA complies; and/or

- (2) cancellation, termination or suspension of the Agreement, in whole or in part.
- (f) Incorporation of Provisions: The LPA shall include the provisions of paragraph (a) through (e) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The LPA shall take such action with respect to any subcontractor or procurement as the MDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event litigation with a subcontractor or supplier as a result of such direction, the LPA may request the MDOT to enter into such litigation to protect the interests of the MDOT and, in addition, the LPA may request the FHWA to enter into such litigation to protect the interest of FHWA.

SECTION 13. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of the Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The LPA shall comply with Executive Order 11246 as appended by Executive Order 11375, and as supplemented by DOT regulations (41 CFR, Part 60) and shall take affirmative action to insure the applicants are employed, and that employees are treated without bias during their employment with regard to their race, religion, color, sex, or national origin.

SECTION 14. HANDICAP NONDISCRIMINATION

The MDOT and the LPA will comply with the United States Department of Transportation regulations under Section 504 of the Rehabilitation Act of 1973. The MDOT Assurance concerning nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance is by reference made a part of this AGREEMENT.

SECTION 15. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

SECTION 16. PROHIBITED INTEREST

No member, officer or employee of the LPA or MDOT or any local public body during his tenure or one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof other than those interests set forth herein.

SECTION 17. CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certify to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, and 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.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the requested certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 18. CERTIFICATION OF DOCUMENTS

All reports, maps, and other documents completed as a part of this Agreement, other than documents exclusively for internal use by the parties hereto, shall carry the following notation on the front cover or a title page:

The preparation of this report has been financed in part through the U.S. Department of Transportation, Federal Highway Administration. (Followed by the current State Project Number).

SECTION 19. ENVIRONMENTAL REGULATIONS

The LPA agrees to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), and Environmental Protection Agency regulations (40 CFR, Part 15). All violations shall be reported to the MDOT and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement.

SECTION 20. ENERGY EFFICIENCY

The LPA agrees to recognize 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 (P.L. 94165).

SECTION 21. GENERAL PROVISIONS

MDOT and the Commission have no responsibility under this Agreement except those explicitly agreed to herein. In particular MDOT and the Commission have no responsibility regarding the interviewing, selecting, training, supervising, or discharging of any participant or any employee or official of the LPA.

The LPA, the employees and officials of the LPA, and all participants are independent contractors of the Commission, and will conduct themselves according to that status. No participant or employee or official of the LPA, will claim under any provision of this Agreement any right or benefit which might inure to an employee of MDOT, including workers' compensation, insurance, retirement benefits, or any other benefit whatsoever.

No provision of this Agreement is intended, nor shall it be construed, to grant any right, title, or interest to any person or entity not a signatory hereto.

SECTION 22. TERMINATION

MDOT shall have the right to terminate this Agreement with fifteen (15) days written notice if the LPA fails to comply with their obligations as provided herein. The LPA shall have the right to terminate this Agreement with fifteen (15) days written notice if circumstances beyond the control of the LPA prohibit the LPA from complying with their obligations as provided herein. The Agreement may be terminated at any time by mutual written consent of the LPA and MDOT.

IN WITNESS WHEREOF, the parties have affixed their signatures.

APPLICATION OF City of Hattiesburg,
(City)

LOCATED IN THE COUNTY OF Forrest,

MAYOR

DATE

Authorized on the ____ day of _____, 2012, Minute Book ____, and Page No. __.

ATTEST: _____

**MISSISSIPPI TRANSPORTATION COMMISSION ACTING BY AND THROUGH THE
DULY AUTHORIZED EXECUTIVE DIRECTOR OF THE MISSISSIPPI DEPARTMENT
OF TRANSPORTATION**

Executive Director

DATE: _____

Authorized on the ____ day of _____, 2012, Minute Book _____, and Page No. _____.

ATTEST: _____
Secretary, Transportation Commission

MEMORANDUM OF UNDERSTANDING
THE MISSISSIPPI TRANSPORTATION COMMISSION
AND
CITY OF HATTIESBURG

This Agreement is made by and between the Mississippi Transportation Commission (hereinafter "the Commission"), by and through the duly authorized Executive Director of the Mississippi Department of Transportation (hereinafter "MDOT") and the City of Hattiesburg, Forrest County, Mississippi, hereinafter the Local Public Agency("LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize special Federal Surface Transportation Program-Transportation Enhancement Funds (STP-TE) provided by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and subsequent acts to complete the proposed project as described below:

PROJECT DESCRIPTION: 2012 Urban Youth Corps program to do landscape maintenance and mulching at Hwy 11, Hwy 49, and I-59, (hereinafter referred to as "the Project").

WHEREAS, the LPA has been selected by the Commission for an URBAN YOUTH CORPS TRANSPORTATION ENHANCEMENT PROJECT and allocated a maximum of \$35,000 in (STP-TE) federal funds for the Project; and

WHEREAS, the LPA desires assistance from the MDOT in the development and implementation of a Summer Youth Employment Program (Urban Youth Corps Program) to provide meaningful transportation enhancement related work experience to youths; and

WHEREAS, the LPA has submitted a project proposal to the MDOT describing the project scope and budget which is herein incorporated and made a part of this Agreement as "Attachment A;" and

WHEREAS, the Commission is a body corporate under the laws of the State of Mississippi with the authority to enter into contracts necessary for the proper discharge of its functions and duties, whose orders and policies are carried out by MDOT; and

WHEREAS, the LPA is a body public with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out the LPA's functions covered under this Agreement; and

WHEREAS, the LPA certifies that they know of no legal impediments to the completion of the project; and

WHEREAS, it is understood that conditions presented herein are general in nature with details and specific requirements contained in MDOT Standard Operating Procedures and the

Federal Aid Policy Guide adopted by the Federal Highway Administration (hereinafter "FHWA").

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises hereinafter set forth, the parties hereto agree as follows:

SECTION 1. THE LPA WILL:

- (a) be responsible for the planning, coordination, and implementation of the Urban Youth Corps Program (Transportation Enhancement) Project.
- (b) be responsible for the recruitment, hiring, training, supervision, and payroll for the youths.
- (c) be responsible for preparing all necessary landscaping design, drawing, and design plans for the proposed Project.
- (d) be responsible for coordinating the Urban Youth Corps project with MDOT's district Resident/Maintenance Engineers (through the MDOT district's District Engineer) if the Project includes work on highway rights-of-way.
- (e) obtain all required permits.
- (f) be responsible for purchasing all supplies, plant materials, shrubbery, trees, etc. necessary for the project.
- (g) be responsible for traffic control for work zone areas.
- (h) be responsible for the transportation to be used for transporting the youths to and from the worksite.
- (i) be responsible for all equipment, site preparation, water tanks, etc.
- (j) be responsible for having life skills training sessions that will require a minimum of 10% of the participants work time, to improve the youths' communication skills, work ethics, attitude, and ecology/environmental awareness.
- (k) be responsible for providing training in all aspects of safety including orientation on the safe use of appropriate tools and equipment necessary for the implementation of the Project.
- (l) be responsible for submitting an itemized budget for the Project;
- (m) be responsible for submitting a final report on the accomplishments, with recommendations for future improvement in the implementation of the program.
- (n) if requested, arrange with the MDOT for, and conduct, a final inspection of the Project.
- (o) include as an attachment to the LPA's final invoice a certification that all required services have been completed in accordance with the terms of this Agreement;
- (p) provide to the MDOT upon request copies of all basic notes, sketches, charts, plans, correspondence, and other data prepared, furnished, or obtained by or for the LPA or its agent under the terms of this Agreement;
- (q) retain all records dealing with the Project for three (3) years after final payment or until final audit findings have been resolved, whichever is longer, and such records will be made available to the MDOT upon request;
- (r) to the extent permitted by existing Mississippi law, the LPA hereby assumes complete responsibilities for any loss resulting from bodily injuries (including death) or damages to property, arising out of any act or failure to act on the LPA's part, or the part of any employee or agent of the LPA in performance of the work undertaken under this Agreement.

- (s) acknowledge MDOT and FHWA for their participation in the Project in any news releases or other promotional material for the Project, the project sponsor should also notify the Outreach Division of MDOT of any ceremonies related to the opening of the facility, and a plaque or sign identifying the FHWA and MDOT as providing funding for the Project will be required during construction of the facility.
- (t) comply with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified at Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the Commission, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, *et seq.*, Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L.99-603, 100 Stat. 3359, as amended.

SECTION 2. THROUGH MDOT THE COMMISSION WILL:

- (a) provide funding for the Project as set forth by this agreement.
- (b) reimburse the LPA for 80% percent of all allowable expenditures for the Project, up to the amount of federal funds awarded by Commission.
- (c) assist the LPA in identifying and selecting appropriate projects in the participant's community.
- (d) at its sole election, waive the encroachment permits required for landscaping on MDOT rights-of-way (not to include erecting of permanent signs).
- (e) assist with any required environmental documents.

SECTION 3. ENROLLMENT CRITERIA FOR MEMBERS OF YOUTH CORPS

Youths who are enrolled in this program must be from 16 to 25 years of age, inclusive, at the time the individual begins the term of service. Participating youths must also be citizens or nationals of the U.S. or lawful permanent resident aliens of the U.S. and must be enrolled in high school or college or have agreed to enroll for a high school diploma or its equivalent and/or college.

SECTION 4. DEADLINE FOR EXPENSES INCURRED

MDOT will not reimburse expenses incurred by the LPA, for this Project, after October 31, 2012. MDOT will consider written requests submitted by the LPA for an extension of this deadline.

SECTION 5. URBAN YOUTH CORPS PROJECT

An Urban Youth Corps Project is a youth employment and training service program that: (1) offers meaningful and productive summer work in urban public works or transportation settings; (2) gives the participants a mix of work experience and on-the-job training that includes a minimum of 10% of the participants' time for basic and life skills, education, training, etc.; and (3) provides the youths with an opportunity to develop citizenship values and skills through service to their communities and the State of Mississippi.

SECTION 6. PAYMENT BY THE STATE

The MDOT will make payment to the LPA for a maximum of 80% percent of eligible reasonable costs incurred by the LPA, up to MDOT's maximum funding for the Project based on a valid invoice submitted by the LPA to the MDOT. A valid invoice is considered an invoice from the LPA to MDOT and supported by suppliers' invoices and LPA financial records. Such invoices will be certified as true and correct by LPA and submitted to the MDOT. The LPA will submit only a final invoice for payment with all necessary documentation to establish proper payment by the MDOT. From this final invoice the MDOT will deduct the LPA's share of not less than 20%. For payment-in-kind which the LPA wishes to apply to the LPA's share, the LPA must include all necessary documentation with this final invoice.

SECTION 7. AUDIT AND INSPECTION

The LPA shall maintain proper accounting records, payrolls, documents, papers and other necessary data to support the cost incurred for services provided. Such records shall be available at all reasonable times during the Project period, and for three (3) years from the date of payment of final estimate. All work, documents and data will be available for inspection and auditing by the MDOT, or any authorized representative of the Federal Government, and copies thereof will be furnished if requested.

SECTION 8. ASSIGNMENT OF INTEREST

No interest in the Agreement shall be assigned to any individual or agency not a party hereto without prior approval of the MDOT.

SECTION 9. CHANGES

Any changes in the provisions of this Agreement shall be approved by the MDOT and may be subject to prior approval of FHWA. Any changes in the maximum compensation shall be approved by MDOT before the LPA incurs any cost above the amount of maximum compensation stated herein.

SECTION 10. DISPUTES

Any dispute concerning a question of fact that cannot be resolved by the LPA and the MDOT shall be submitted to the Executive Director of MDOT or his/her duly authorized representative for a decision. Obtaining a decision from the Executive Director shall be an administrative remedy, and a prerequisite for any legal action. The parties agree that the decision of the Executive Director shall take effect immediately and continue until reversed or abated by legal action unless the parties at the time mutually agree to postponement of its effect pending the outcome of legal action.

SECTION 11. NONDISPLACEMENT

Participating municipalities shall not displace an employee or a position or supplant the hiring of workers by using participants in an Urban Youth Corps Program, nor use Urban Youth Corps participants to prevent an employee from getting a promotion or from performing normally assigned duties.

SECTION 12. CIVIL RIGHTS

During the performance of this AGREEMENT, the LPA and MDOT agree as follows:

- (a) **Compliance with Regulations:** The LPA and the MDOT shall comply with Title VI of the Civil Rights Act of 1964, as amended, and nondiscrimination in programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, 23 CFR 710.405(b) (hereinafter referred to as "the Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- (b) **Nondiscrimination:** The LPA with regard to the work performed by them afterward and prior to completion of the Agreement, shall not discriminate on the grounds of race, color, national origin, sex, age, or handicap/disability, in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set for in Appendix B of the Regulations.
- (c) **Solicitations for Subcontract, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the LPA for procurement of materials and equipment, each potential subcontractor or supplier shall be notified by the LPA of the applicant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or handicap/disability.
- (d) **Information and Reports:** The LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the MDOT or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the applicant is in the exclusive possession of another who fails or refuses to furnish this information, the LPA shall so certify to the MDOT, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this Agreement, MDOT shall impose such sanctions as it or FHWA may determine to be appropriate, including but not limited to:
 - (1) withholding the payment to the LPA under the Agreement until the LPA complies; and/or

- (2) cancellation, termination or suspension of the Agreement, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA shall include the provisions of paragraph (a) through (e) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The LPA shall take such action with respect to any subcontractor or procurement as the MDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event litigation with a subcontractor or supplier as a result of such direction, the LPA may request the MDOT to enter into such litigation to protect the interests of the MDOT and, in addition, the LPA may request the FHWA to enter into such litigation to protect the interest of FHWA.

SECTION 13. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of the Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The LPA shall comply with Executive Order 11246 as appended by Executive Order 11375, and as supplemented by DOT regulations (41 CFR, Part 60) and shall take affirmative action to insure the applicants are employed, and that employees are treated without bias during their employment with regard to their race, religion, color, sex, or national origin.

SECTION 14. HANDICAP NONDISCRIMINATION

The MDOT and the LPA will comply with the United States Department of Transportation regulations under Section 504 of the Rehabilitation Act of 1973. The MDOT Assurance concerning nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance is by reference made a part of this AGREEMENT.

SECTION 15. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

SECTION 16. PROHIBITED INTEREST

No member, officer or employee of the LPA or MDOT or any local public body during his tenure or one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof other than those interests set forth herein.

SECTION 17. CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certify to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, and 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.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the requested certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 18. CERTIFICATION OF DOCUMENTS

All reports, maps, and other documents completed as a part of this Agreement, other than documents exclusively for internal use by the parties hereto, shall carry the following notation on the front cover or a title page:

The preparation of this report has been financed in part through the U.S. Department of Transportation, Federal Highway Administration. (Followed by the current State Project Number).

SECTION 19. ENVIRONMENTAL REGULATIONS

The LPA agrees to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), and Environmental Protection Agency regulations (40 CFR, Part 15). All violations shall be reported to the MDOT and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement.

SECTION 20. ENERGY EFFICIENCY

The LPA agrees to recognize 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 (P.L. 94165).

SECTION 21. GENERAL PROVISIONS

MDOT and the Commission have no responsibility under this Agreement except those explicitly agreed to herein. In particular MDOT and the Commission have no responsibility regarding the interviewing, selecting, training, supervising, or discharging of any participant or any employee or official of the LPA.

The LPA, the employees and officials of the LPA, and all participants are independent contractors of the Commission, and will conduct themselves according to that status. No participant or employee or official of the LPA, will claim under any provision of this Agreement any right or benefit which might inure to an employee of MDOT, including workers' compensation, insurance, retirement benefits, or any other benefit whatsoever.

No provision of this Agreement is intended, nor shall it be construed, to grant any right, title, or interest to any person or entity not a signatory hereto.

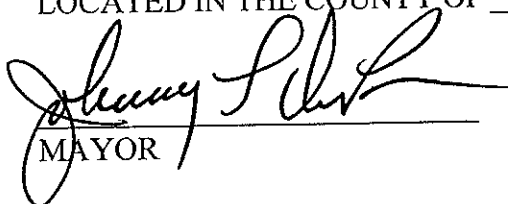
SECTION 22. TERMINATION

MDOT shall have the right to terminate this Agreement with fifteen (15) days written notice if the LPA fails to comply with their obligations as provided herein. The LPA shall have the right to terminate this Agreement with fifteen (15) days written notice if circumstances beyond the control of the LPA prohibit the LPA from complying with their obligations as provided herein. The Agreement may be terminated at any time by mutual written consent of the LPA and MDOT.

IN WITNESS WHEREOF, the parties have affixed their signatures.

APPLICATION OF City of Hattiesburg
(City)

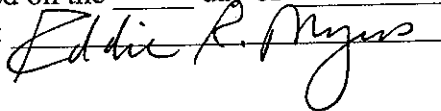
LOCATED IN THE COUNTY OF Forrest


MAYOR

DATE

Authorized on the _____ day of _____, 2012, Minute Book _____, and Page No. _____.

ATTEST:



**MISSISSIPPI TRANSPORTATION COMMISSION ACTING BY AND THROUGH THE
DULY AUTHORIZED EXECUTIVE DIRECTOR OF THE MISSISSIPPI DEPARTMENT
OF TRANSPORTATION**

Executive Director

DATE: _____

Authorized on the ____ day of _____, 2012, Minute Book _____, and Page No. ____.

ATTEST: _____
Secretary, Transportation Commission



City of Hattiesburg, MS

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

Master

File Number: 2012-0721

File ID: 2012-0721

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: Acknowledge FAA Grant in the amount of \$750,000 for the Runway 31 Drainage Improvements Project.

Final Action:

Minute Book Number: MB 2012-1/124

Title:

Acknowledge award of FAA Grant in the amount of \$750,000 for the Runway 31 Drainage Improvements Project; 90% Federal participation.

Notes: 39551.7295.02

Sponsors:

Enactment Date:

Attachments: FAA Award Letter 2012

Enactment Number:

Contact:

Meeting Date: 04/17/2012

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	04/17/2012					

Text of Legislative File 2012-0721

Title

Acknowledge award of FAA Grant in the amount of \$750,000 for the Runway 31 Drainage Improvements Project; 90% Federal participation.

Summary

Acknowledge award of FAA Grant in the amount of \$750,000 for the Runway 31 Drainage Improvements Project; 90% Federal participation.

Budget Information

39551.7295.02

Expenditure Type

Regular Budget Item

Purchasing Item

Publication Information



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports District Office
100 West Cross Street, Suite B
Jackson, Mississippi 39208-2307

April 2, 2012

Mr. Bert R. Kuyrkendall, P.E.
Director of Engineering
City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403-1898

Re: AIP Project in FY 2012

Dear Mr. Kuyrkendall:

This fiscal year, we expect to fund the following project for \$750,000.00 at the Hattiesburg Bobby L. Chain Municipal Airport and are asking that you get started now.

Project Items
Improve airport drainage

Federal participation rate has changed from 95 percent to 90 percent for most airports. The above amount may have been adjusted to reflect this change.

Safety Plan: Your proposed FY 2012 project includes development on the airside of your airport and will require submission of a safety plan. If you have not already submitted your safety plan, please do so as soon as possible. You should file your plan electronically at <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>. Make sure you indicate that the construction is "on airport" so it will be coordinated with this office.

CCR Registration: All grant recipients must be registered in the Central Contractor Registration (CCR) database and the correct DUNS number shown on all project applications. Registration must be renewed annually at <http://www.ccr.gov>. **Your registration in CCR will expire on September 29, 2012.**

It is important that you take all actions that will enable you to submit a grant application for your project by July 15, 2012. This is an unusual funding year, so please work closely with your Program Manager, Mr. William J. Schuller at 601-664-9883.

Sincerely,

Rans D. Black
Manager

e-copy:
Sherwood Bailey, ARE/Reunion Air
MDOT



City of Hattiesburg, MS

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

Master

File Number: 2012-0718

File ID: 2012-0718

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: Acknowledge application, award and completion of Mississippi Emergency Management Agency Saferooms Grant 2012 in the amount of \$210,359.00 for the construction of severe weather shelters at city facilities.

Final Action:

Minute Book Number: MB 2012-1/124

Title:

Acknowledge application, award and completion of Mississippi Emergency Management Agency Saferooms Grant 2012 in the amount of \$210,359.00 for the construction of severe weather shelters at city facilities.

Notes:

Sponsors:

Enactment Date:

Attachments:

Enactment Number:

Contact:

Meeting Date: 04/17/2012

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	04/17/2012					

Text of Legislative File 2012-0718

Title

Acknowledge application, award and completion of Mississippi Emergency Management Agency Saferooms Grant 2012 in the amount of \$210,359.00 for the construction of severe weather shelters at city facilities.

Summary

Acknowledge application, award and completion of Mississippi Emergency Management Agency Saferooms Grant 2012 in the amount of \$210,359.00 for the construction of severe weather shelters at city facilities.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



City of Hattiesburg, MS

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

Master

File Number: 2012-0716

File ID: 2012-0716

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: Acknowledge Final Judgement on Civil Action No. C010-1598, City of Hattiesburg versus Charles W. Carley and Sarah A. Carley, Owner.

Final Action:

Minute Book Number: MB2012-1/124

Title:

Acknowledge receipt of Final Judgement, Civil action No. C010-1598, City of Hattiesburg versus Charles W. Carley and Sarah A. Carley, Owner; authorize issuance of manual check in accordance with judgement.

Notes: 072201.7010

Sponsors:

Enactment Date:

Attachments: Civil Action C010-1598 Judgement

Enactment Number:

Contact:

Meeting Date: 04/17/2012

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	04/17/2012					

Text of Legislative File 2012-0716

Title

Acknowledge receipt of Final Judgement, Civil action No. C010-1598, City of Hattiesburg versus Charles W. Carley and Sarah A. Carley, Owner; authorize issuance of manual check in accordance with judgement.

Summary

Acknowledge receipt of Final Judgement, Civil action No. C010-1598, City of Hattiesburg versus Charles W. Carley and Sarah A. Carley, Owner; authorize issuance of manual check in accordance with judgement.

Budget Information

72201.7010 \$708.28

Expenditure Type

Regular Budget Item

Purchasing Item

Regular Purchase

Publication Information

PITTMAN, HOWDESHELL, HINTON & HIGHTOWER, PLLC

ATTORNEYS AT LAW

MILBRANCH OFFICE PARK
140 MAYFAIR RD., SUITE 700
HATTIESBURG, MISSISSIPPI 39402

JACK H. PITTMAN
CHRISTOPHER M. HOWDESHELL
DONALD E. HINTON, JR.*
KARL C. HIGHTOWER

R. KEITH BALL, JR.
BENJAMIN A. SNOW

TELEPHONE: 601 264-3314
FACSIMILE: 601 261-3411

*ALSO ADMITTED IN ALABAMA

March 9, 2012

REPLY TO:
P.O. DRAWER 17138
HATTIESBURG, MS 39404-7138

Mr. Craig Dearman
City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403-1898

RE: City of Hattiesburg, Mississippi v.
Charles W. Carley and Sarah A. Carley
Forrest County Special Court of Eminent Domain
Civil Action No. CO10-1598

City of Hattiesburg, Mississippi v.
Charles W. Carley
Forrest County Special Court of Eminent Domain
Civil Action No. CO10-1599

Dear Craig:

Please find enclosed herein certified and filed copies of **Final Judgment** in the above-referenced matters. As you will note, there is a balance due under the judgment in the CO10-1598 cause, and the City should be receiving a refund in the CO10-1599 cause.

We will record these judgments in the land records, and forward the recorded judgments to you.

Please call should you have any questions.

Respectfully,

PITTMAN, HOWDESHELL,
HINTON & HIGHTOWER, PLLC

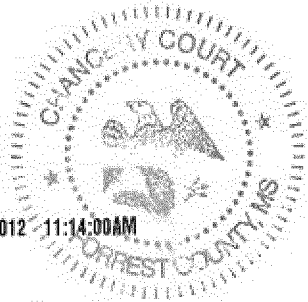


Christopher M. Howdeshell

CMH:bws

Enclosures

Forrest County
Filed/Recorded MARCH 12 2012 11:14:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



FILED

MAR 08 2012

Jan. E. Adams
FORREST COUNTY CIRCUIT CLERK

IN THE SPECIAL COURT OF EMINENT DOMAIN
FORREST COUNTY, MISSISSIPPI

CITY OF HATTIESBURG, MISSISSIPPI,
A MUNICIPAL CORPORATION

PLAINTIFF

VERSUS

CIVIL ACTION NO. C010-1598

CHARLES W. CARLEY AND
SARAH A. CARLEY, OWNERS

DEFENDANTS

FINAL JUDGMENT

IN THIS cause, the claim of Plaintiff, City of Hattiesburg, Mississippi, to condemn certain lands described in Exhibit "A" attached hereto and incorporated herein, being the property of the Defendants, Charles W. Carley and Sarah A. Carley, was submitted to the jury on the 29th day of February, 2012, said jury consisting of the following twelve (12) persons qualified according to law: Charlotte Roberts, Adalyn K. Hinton, Tanisha A. Hamilton, Tammy Sherman, George C. Causey, Gloria J. Pack, Mary R. Bradford, Jerry W. Byrd, Cecilia A. Jones, Raoul F. Jerome, Kim R. Jarrell, and Margaret E. Williams. Said jury having returned a verdict fixing Defendants' just compensation at Four Hundred and No/100 Dollars (\$400.00), the verdict was received

**Inst. 687722
Bk 1123 Pg 0292**

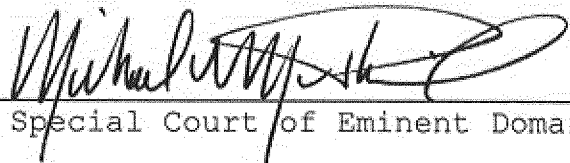
and entered. The Court finds that all parties were before the Court and are bound by the Judgment being entered herein.

Plaintiff, having previously acquired immediate title and possession to the condemned property by Order of this Court dated the 2nd day of May, 2011, deposited with the Clerk the amount of \$351.00 on July 25, 2011 and Plaintiff is given credit for this amount against the amount of the Judgment as provided herein.

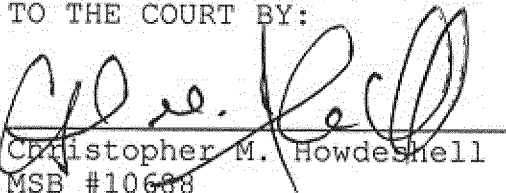
IT IS, THEREFORE, ORDERED AND ADJUDGED, that the verdict of the jury awarding just compensation to Defendants in the amount of Four Hundred and No/100 Dollars (\$400.00) is hereby entered as the Judgment of this Court; that a temporary construction easement and fee simple title to the property described in Exhibit "A" attached hereto and incorporated herein is confirmed in Plaintiff, and may be appropriated to the public use as prayed for in the Complaint; that Defendants herein are entitled to interest on the amount of the Judgment at eight percent (8%) from the date of the filing of the Complaint herein, December 15, 2010, until the date of deposit on July 25, 2011, at the rate of eight percent (8%); and that Defendants are entitled to interest on the balance of the amount of the Judgment, Forty-Nine and No/100 Dollars (\$49.00), from the date of deposit until paid at the rate of eight percent (8%); and that the Clerk of this Court is hereby directed to disburse said sum to Defendants herein upon deposit of the total amount without further order of the Court.

IT IS, FURTHER, ORDERED AND ADJUDGED, that the Order Granting Plaintiff Right of Immediate Title and Possession dated the 2nd day of May, 2011, is hereby confirmed; that a copy of this Judgment shall be recorded in the land deed records of the Forrest County Chancery Clerk's office; and the Chancery Clerk is hereby directed to cancel that certain Lis Pendens recorded as Instrument No. 668728 of the Lis Pendens Records of Forrest County, Mississippi. Let the Plaintiff pay the costs, for which execution may issue.

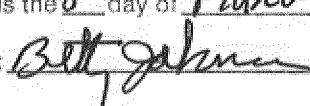
SO ORDERED, on this, the 2nd day of March, 2012.

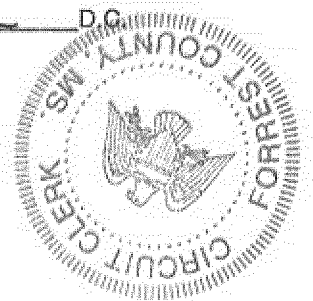

JUDGE, Special Court of Eminent Domain

PREPARED AND SUBMITTED
TO THE COURT BY:


Christopher M. Howdeshell
MSB #10688
Pittman, Howdeshell,
Hinton & Hightower, PLLC
Post Office Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314

CERTIFIED A TRUE COPY
Forrest County, Mississippi
Lou Ellen Adams, Circuit Clerk

This the 8 day of March, 20 12
By:  D.C.



Inst. 687722
Bk 1123 Pg 0294

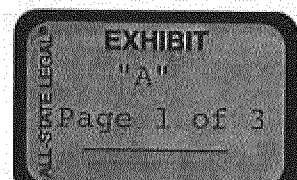
INDEXING INSTRUCTIONS: Lot 4, Block 2 of the Midland Heights Subdivision in the City of Hattiesburg, Forrest County, Mississippi

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 Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of Lot 4, Block 2 of the Midland Heights Subdivision 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 Northeast Corner of Lot 4, Block 2 of the Midland Heights Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,598.158 feet and E 833,546.344 feet on the above referenced East Zone Grid, said Corner also being a Point on the Existing Southern Right of Way Line of West 4th Street and the **Point of Beginning**;
- thence run S00°05'59"W along the East Line of said Lot 4 for 2.91 feet,
- thence run Northwesterly along an Arc to the Left for 57.28 feet to a Point on the West Line of said Lot 4, said Arc having a Radius of 2,970.00 feet, a Chord Bearing of N87°06'55"W and a Chord Distance of 57.28 feet,
- thence run N00°05'59"E along said West Line for 3.43 feet to the Northwest Corner of said Lot 4, said Corner also being a Point on the said Existing Southern Right of Way Line,
- thence run S86°35'27"E along said Existing Southern Right of Way Line for 57.31 feet to the Point of Beginning,
- comprising 0.004 Acres, more or less.

Inst. 687722
Bk 1123 Pg 0295



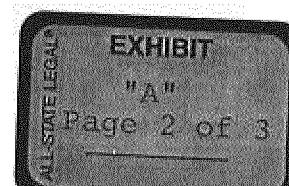
INDEXING INSTRUCTIONS: Lot 4, Block 2 of the Midland Heights Subdivision in the City of Hattiesburg, Forrest County, Mississippi

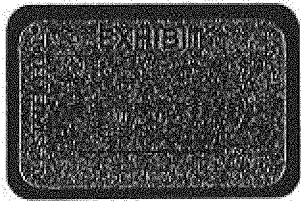
The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of Lot 4, Block 2 of the Midland Heights Subdivision 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 Northeast Corner of Lot 4, Block 2 of the Midland Heights Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,598.158 feet and E 833,546.344 feet on the above referenced East Zone Grid;
- thence run S00°05'59"W along the East Line of said Lot 4 for 2.91 feet to a Point on the Proposed Southern Right of Way Line of West 4th Street and the **Point of Beginning** and having a Grid value of N 666,595.249 feet and E 833,546.339 feet on the above referenced East Zone Grid,
- thence continue S00°05'59"W along said East Line for 5.01 feet,
- thence run Northwesterly along an Arc to the Left and parallel to said Proposed Southern Right of Way Line for 57.28 to a Point on the West Line of said Lot 4, said Arc having a Radius of 2,965.00 feet, a Chord Bearing of N87°06'38"W and a Chord Distance of 57.28 feet,
- thence run N00°05'59"E along said West Line for 5.00 feet to a Point on the said Proposed Southern Right of Way Line,
- thence run Southeasterly along an Arc to the Right and said Proposed Southern Right of Way Line for 57.28 feet to the Point of Beginning, said Arc having a Radius of 2,970.00 feet, a Chord Bearing of S87°06'55"E and a Chord Distance of 57.28 feet,
- comprising 0.007 Acres, more or less.

Inst. 687722
Bk 1123 Pg 0296





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.

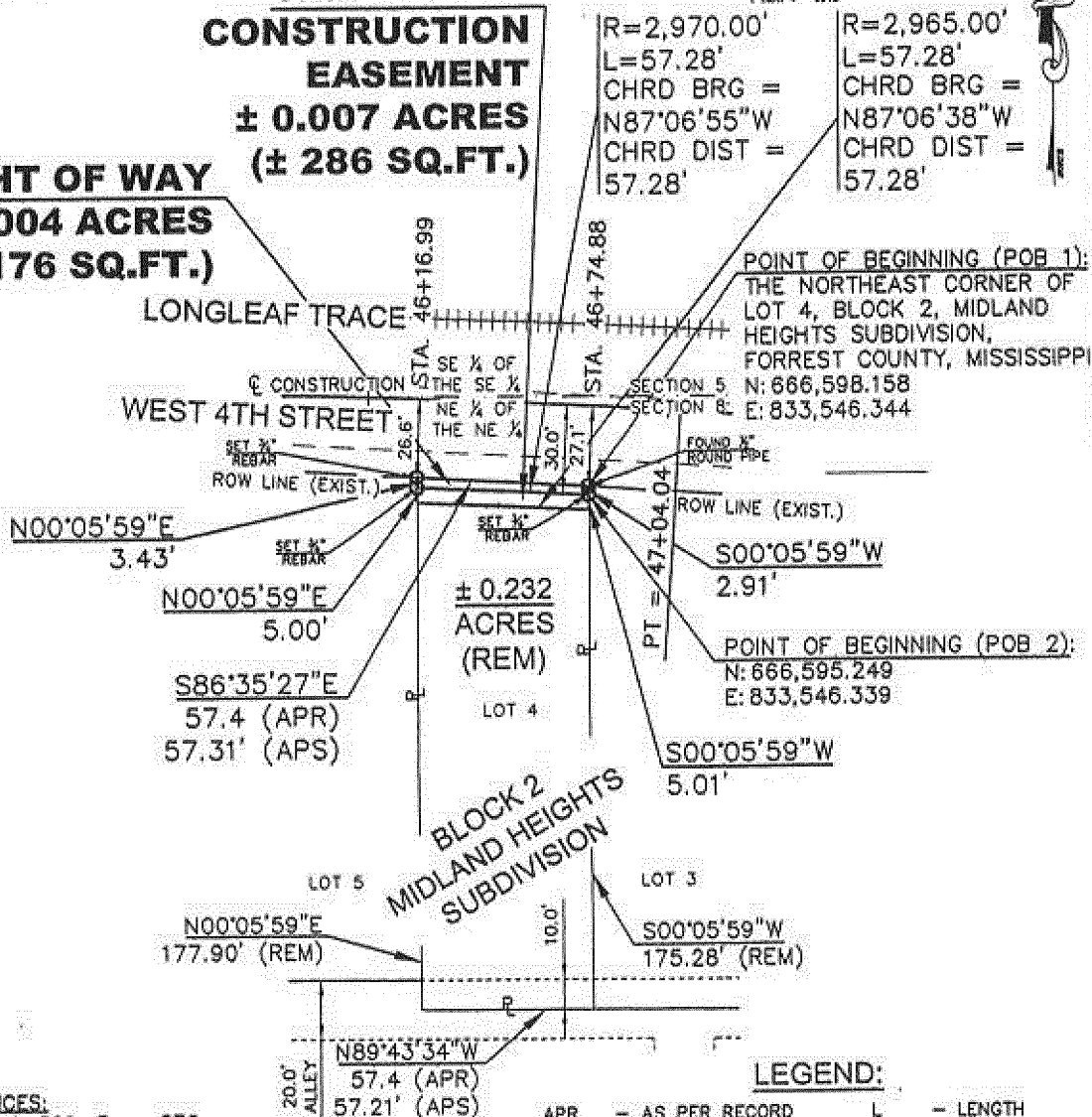
PREPARED FOR:
CITY OF HATTIESBURG
DEPARTMENT OF PUBLIC SERVICES
P.O. BOX 1898
HATTIESBURG, MISSISSIPPI 39403-1898
PHONE: (601) 545-4540

EXHIBIT "A"

GRAPHIC SCALE



**TEMPORARY
CONSTRUCTION
EASEMENT
± 0.007 ACRES
(± 286 SQ.FT.)**
**RIGHT OF WAY
± 0.004 ACRES
(± 176 SQ.FT.)**



REFERENCES:

Deed Book 500, Page 276
Forrest County Tax Map 281
Midland Heights 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.

LEGEND:
APR - AS PER RECORD
APS - AS PER SURVEY
BRG - BEARING
C - CENTERLINE
CHRD - CHORD
DIST - DISTANCE
EXIST. - EXISTING
PT - POINT OF TANGENCY
L - LENGTH
P - PROPERTY LINE
R - RADIUS
REM - REMAINING
ROW - RIGHT OF WAY
SQ. FT. - SQUARE FEET

SD&W PROJECT NO.: 1235-008	RIGHT-OF-WAY EXHIBIT	PROPERTY OWNER: CHARLES W. CARLEY & SARAH A. CARLEY
NORTHEAST 1/4 OF THE NORTHEAST 1/4	WEST 4TH STREET	
SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST	Survey Date: MARCH 19, 2008	PROJECT NO.: HPP-8750-00(003) LPA/104873-801000
FORREST COUNTY	Exhibit Date: OCTOBER 06, 2009	PARCEL NO.: 2-0281-08-118.00

Inst. 687722
BK 1123 Pg 0297

EXHIBIT "A"

Page 3 of 3



City of Hattiesburg, MS

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

Master

File Number: 2012-0717

File ID: 2012-0717

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: Acknowledge Final Judgement on Civil Action No. C010-1599, City of Hattiesburg versus Charles W. Carley and Sarah A. Carley, Owner.

Final Action:

Minute Book Number: MB 2012-1/678

Title:

Acknowledge receipt of Final Judgement, Civil action No. C010-1599, City of Hattiesburg versus Charles W. Carley and Sarah A. Carley, Owner.

Notes:

Sponsors:

Enactment Date:

Attachments: Civil Action C010-1599 Judgement

Enactment Number:

Contact:

Meeting Date: 04/17/2012

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	04/17/2012					

Text of Legislative File 2012-0717

Title

Acknowledge receipt of Final Judgement, Civil action No. C010-1599, City of Hattiesburg versus Charles W. Carley and Sarah A. Carley, Owner.

Summary

Acknowledge receipt of Final Judgement, Civil action No. C010-1599, City of Hattiesburg versus Charles W. Carley and Sarah A. Carley, Owner.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PITTMAN, HOWDESHELL, HINTON & HIGHTOWER, PLLC

ATTORNEYS AT LAW

MILBRANCH OFFICE PARK
140 MAYFAIR RD., SUITE 700
HATTIESBURG, MISSISSIPPI 39402

JACK H. PITTMAN
CHRISTOPHER M. HOWDESHELL
DONALD E. HINTON, JR.*
KARL C. HIGHTOWER

R. KEITH BALL, JR.
BENJAMIN A. SNOW

TELEPHONE: 601 264-3314
FACSIMILE: 601 261-3411

*ALSO ADMITTED IN ALABAMA

March 9, 2012

REPLY TO:
P.O. DRAWER 17138
HATTIESBURG, MS 39404-7138

Mr. Craig Dearman
City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403-1898

RE: City of Hattiesburg, Mississippi v.
Charles W. Carley and Sarah A. Carley
Forrest County Special Court of Eminent Domain
Civil Action No. C010-1598

City of Hattiesburg, Mississippi v.
Charles W. Carley
Forrest County Special Court of Eminent Domain
Civil Action No. C010-1599

Dear Craig:

Please find enclosed herein certified and filed copies of **Final Judgment** in the above-referenced matters. As you will note, there is a balance due under the judgment in the C010-1598 cause, and the City should be receiving a refund in the C010-1599 cause.

We will record these judgments in the land records, and forward the recorded judgments to you.

Please call should you have any questions.

Respectfully,

PITTMAN, HOWDESHELL,
HINTON & HIGHTOWER, PLLC



Christopher M. Howdeshell

CMH:bws

Enclosures

FILED

MAR 08 2012

Forrest County Clerk
FORREST COUNTY CIRCUIT CLERK

IN THE SPECIAL COURT OF EMINENT DOMAIN
FORREST COUNTY, MISSISSIPPI

CITY OF HATTIESBURG, MISSISSIPPI,
A MUNICIPAL CORPORATION

PLAINTIFF

VERSUS

CIVIL ACTION NO. C010-1599

CHARLES W. CARLEY

DEFENDANT

FINAL JUDGMENT

IN THIS cause, the claim of Plaintiff, City of Hattiesburg, Mississippi, to condemn certain lands described in Exhibit "A" attached hereto and incorporated herein, being the property of the Defendant, Charles W. Carley, was submitted to the jury on the 29th day of February, 2012, said jury consisting of the following twelve (12) persons qualified according to law: Charlotte Roberts, Adalyn K. Hinton, Tanisha A. Hamilton, Tammy Sherman, George C. Causey, Gloria J. Pack, Mary R. Bradford, Jerry W. Byrd, Cecilia A. Jones, Raoul F. Jerome, Kim R. Jarrell, and Margaret E. Williams. Said jury having returned a verdict fixing Defendants' just compensation at Four Hundred Ten and No/100 Dollars (\$410.00), the verdict was received and entered. The Court finds that all parties were before the Court and are

bound by the Judgment being entered herein.

Plaintiff, having previously acquired immediate title and possession to the condemned property by Order of this Court dated the 2nd day of May, 2011, deposited with the Clerk the amount of \$453.00 on July 25, 2011 and Plaintiff is given credit for this amount against the amount of the Judgment as provided herein.

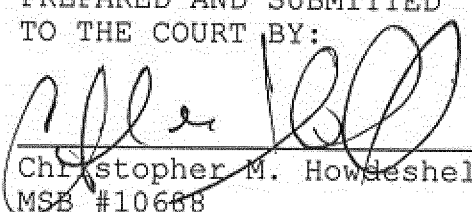
IT IS, THEREFORE, ORDERED AND ADJUDGED, that the verdict of the jury awarding just compensation to Defendant in the amount of Four Hundred Ten and No/100 Dollars (\$410.00) is hereby entered as the Judgment of this Court; that a temporary construction easement and fee simple title to the property as described in Exhibit "A" attached hereto and incorporated herein is confirmed in Plaintiff, and may be appropriated to the public use as prayed for in the Complaint; that Defendant herein is entitled to interest on the amount of the Judgment at eight percent (8%) per annum from the date of the filing of the Complaint herein, December 15, 2010, until the date of deposit on July 25, 2011, at the rate of eight percent (8%) per annum for a total amount of \$430.03; and that the Clerk of this Court is hereby directed to disburse said sum to Defendant herein without further order of the Court; and the Clerk is also directed to return the balance of the deposit, Twenty-Two and 97/100 Dollars (\$22.97), to the Plaintiff without further order of the Court.

IT IS, FURTHER, ORDERED AND ADJUDGED, that the Order Granting Plaintiff Right of Immediate Title and Possession dated the 2nd day of May, 2011, is hereby confirmed; that a copy of this Judgment shall be recorded in the land deed records of the Forrest County Chancery Clerk's office; and the Chancery Clerk is hereby directed to cancel that certain Lis Pendens recorded as Instrument No. 668729 of the Lis Pendens Records of Forrest County, Mississippi. Let the Plaintiff pay the costs, for which execution may issue.

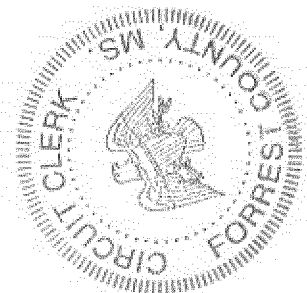
SO ORDERED, on this, the 2nd day of March, 2012.


JUDGE, Special Court of Eminent Domain

PREPARED AND SUBMITTED
TO THE COURT BY:


Christopher M. Howdeshell
MSB #10688
Pittman, Howdeshell,
Hinton & Hightower, PLLC
Post Office Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314

CERTIFIED A TRUE COPY
Forrest County, Mississippi
Lou Ellen Adams, Circuit Clerk
This the 8 day of March, 2012
By: Brett Johnson D.C.

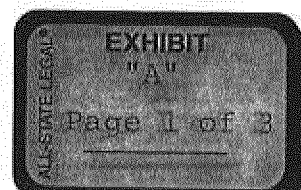


INDEXING INSTRUCTIONS: Lot 5, Block 2 of the Midland Heights Subdivision in the City of Hattiesburg, Forrest County, Mississippi

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 Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of Lot 5, Block 2 of the Midland Heights Subdivision 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 Lot 5, Block 2 of the Midland Heights Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,604.973 feet and E 833,431.928 feet on the above referenced East Zone Grid, said Corner also being the Intersection of the Existing Southern Right of Way Line of West 4th Street and the Eastern Right of Way Line of 18th Avenue and the **Point of Beginning**;
- thence run S86°35'27"E along the said Existing Southern Right of Way Line for 57.31 feet to the Northeast Corner of said Lot 5,
- thence run S00°05'59"W along the East Line of said Lot 5 for 3.43 feet,
- thence run Northwesterly along an Arc to the Left for 47.24 feet, said Arc having a Radius of 2,970.00 feet, a Chord Bearing of N88°07'24"W and a Chord Distance of 47.24 feet,
- thence run S46°24'10"W for 13.83 feet to a Point on the said Eastern Right of Way Line,
- thence run N00°05'59"E along said Eastern Right of Way Line for 14.83 feet to the Point of Beginning,
- comprising 0.007 Acres, more or less.

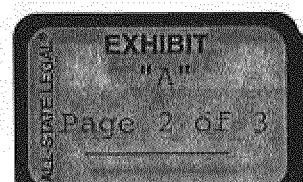


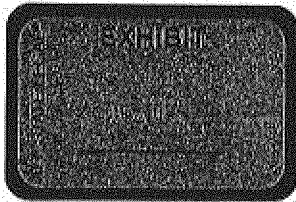
INDEXING INSTRUCTIONS: Lot 5, Block 2 of the Midland Heights Subdivision in the City of Hattiesburg, Forrest County, Mississippi

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 Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of Lot 5, Block 2 of the Midland Heights Subdivision 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 Northwest Corner of Lot 5, Block 2 of the Midland Heights Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,604.973 feet and E 833,431.928 feet on the above referenced East Zone Grid, said Corner also being the Intersection of the Existing Southern Right of Way Line of West 4th Street and the Eastern Right of Way Line of 18th Avenue;
- thence run S86°35'27"E along the said Existing Southern Right of Way Line for 57.31 feet to the Northeast Corner of said Lot 5,
- thence run S00°05'59"W along the East Line of said Lot 5 for 3.43 feet to a Point on the Proposed Southern Right of Way Line of West 4th Street and the **Point of Beginning** and having a Grid value of N 666,598.132 feet and E 833,489.130 feet on the above referenced East Zone Grid,
- thence continue S00°05'59"W along said East Line for 5.00 feet,
- thence run Northwesterly along an Arc to the Left and parallel to the said Proposed Southern Right of Way Line for 52.35 feet to a Point on the said Proposed Southern Right of Way Line, said Arc having a Radius of 2,965.00 feet, a Chord Bearing of N88°10'11"W and a Chord Distance of 52.35 feet,
- thence run N46°24'10"E along said Proposed Southern Right of Way Line for 7.07 feet,
- thence run Southeasterly along an Arc to the Right and said Proposed Southern Right of Way Line for 47.24 feet to the Point of Beginning, said Arc having a Radius of 2,970.00 feet, a Chord Bearing of S88°07'24"E and a Chord Distance of 47.24 feet,
- comprising **0.006 Acres**, more or less.





Nicholas M. Connolly, PLS No. 2973

PREPARED BY:



P.O. BOX 1111
HATTIESBURG, MISSISSIPPI 39403-1111
381 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39401
HTR@SD&W.COM
P: (801) 444-1981
F: (801) 444-1981

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

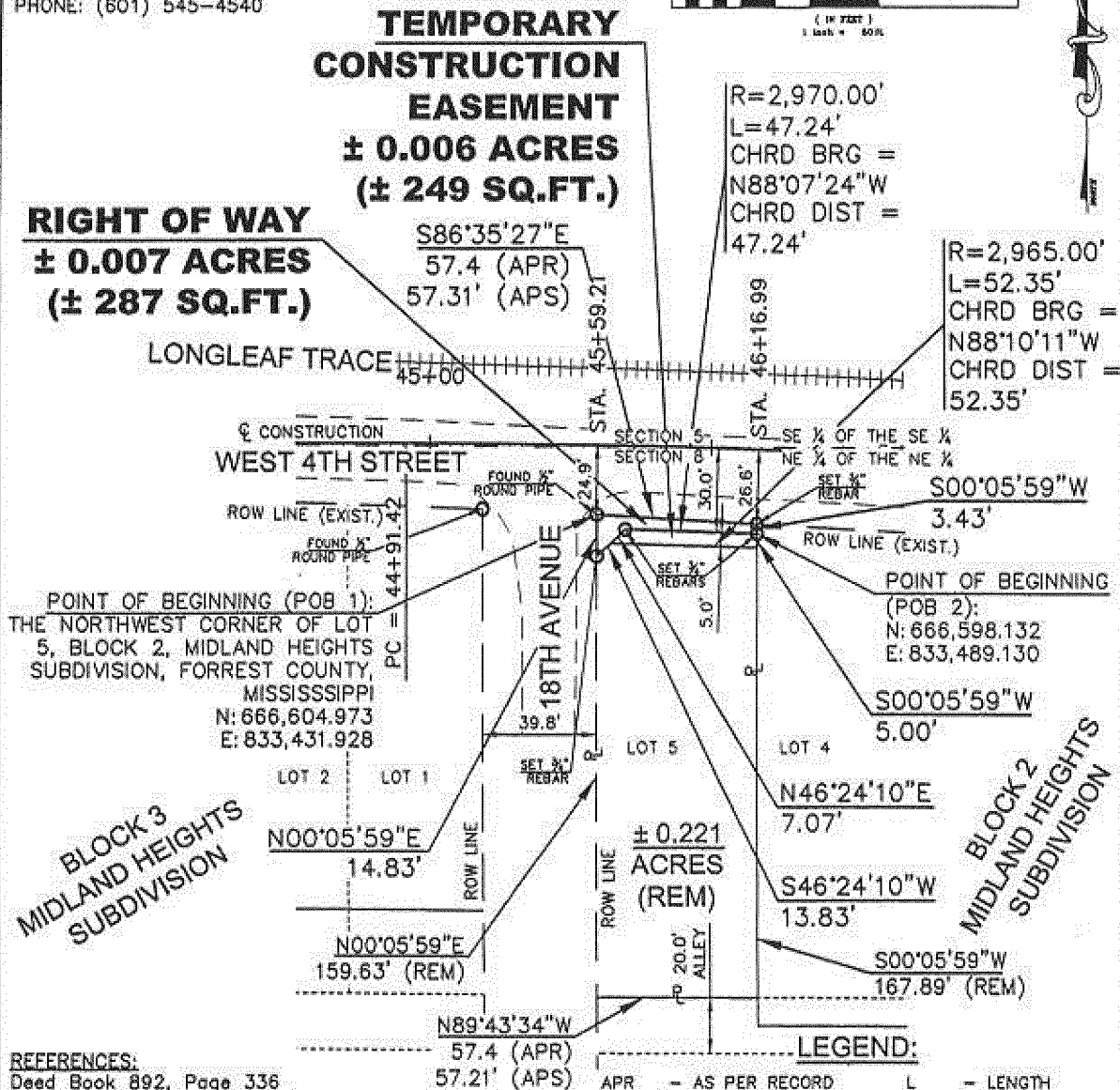
CLASSIFICATION:

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 892, Page 336
Forrest County Tax Map 281
Midland Heights Subdivision Plat

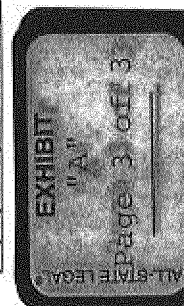
NOTES:

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.

LEGEND:
APR - AS PER RECORD
APS - AS PER SURVEY
BRG - BEARING
C - CENTERLINE
CHRD - CHORD
DIST - DISTANCE
EXIST. - EXISTING
PC - POINT OF CURVATURE
L - LENGTH
P - PROPERTY LINE
R - RADIUS
REM - REMAINING
ROW - RIGHT OF WAY
SQ. FT. - SQUARE FEET

SD&W PROJECT NO.: 1235-008	RIGHT-OF-WAY EXHIBIT	PROPERTY OWNER: CHARLES W. CARLEY & SARAH A. CARLEY
NORTHEAST 1/4 OF THE NORTHEAST 1/4	WEST 4TH STREET	
SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST	Survey Date: MARCH 19, 2008	PROJECT NO.: HPP-8750-00(003) LPA/104873-801000
FORREST COUNTY	Exhibit Date: SEPTEMBER 21, 2009	PARCEL NO.: 2-0281-08-119.00





City of Hattiesburg, MS

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

Master

File Number: 2012-0678

File ID: 2012-0678

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 03/29/2012

Brief Title: Forfeiture

Final Action:

Minute Book Number:

Title:

Acknowledge receipt of two checks totaling \$2,863.00 from the State of Mississippi to the Hattiesburg Police Department, and authorize monies to be placed in the Hattiesburg Police Department's Forfeiture Fund.

Notes:

Sponsors:

Enactment Date:

Attachments: State of Mississippi, State of Mississippi

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	04/17/2012					

Text of Legislative File 2012-0678

Title

Acknowledge receipt of two checks totaling \$2,863.00 from the State of Mississippi to the Hattiesburg Police Department, and authorize monies to be placed in the Hattiesburg Police Department's Forfeiture Fund.



STATE OF MISSISSIPPI
FORREST COUNTY
DEPOSITORY ACCOUNT

EXERCISE ONLY ON ADO OF CHIEF OF POLICE
POLICE FOR FUND #19

SEIZED PROPERTY FORFEITURES

DA-197-142
M1

038047

CHECK NO

38047

Ref: 120-0110820 Claim No

AVR 019019.3323

Three Hundred Thirty-One And No/100 Dollars

PAY TO THE ORDER OF:

DATE
1/23/2012

AMOUNT
\$331.00

CITY OF HATTIESBURG POLICE FOR*****

ATTN: TINA PERKINS

POST OFFICE BOX 1898

HATTIESBURG MS 39403

Garry C. Howard
AUTHORIZED SIGNATURE

DETACH THIS PORTION AND RETAIN IN YOUR RECORDS

STATE OF MISSISSIPPI

FORREST COUNTY

HATTIESBURG, MISSISSIPPI 39401

DEPOSITORY ACCOUNT

Account	Check Date	Description	Invoice	Amount
[REDACTED]	1/23/2012	JERRY ROBERTS	46183	24.05
[REDACTED]		JERRY ROBERTS	46177	24.05
[REDACTED]		ANTHONY SLOAN	46181	10.20
[REDACTED]		CORNELIUS MALLARD	46180	74.00
[REDACTED]		BRADFORD THOMPSON JR	43519	130.70
[REDACTED]		JERMAINE ANTONIO COOKS	43521	68.00
		Total		331.00



STATE OF MISSISSIPPI
FORREST COUNTY
DEPOSITORY ACCOUNT

FORREST COUNTY



He
INFC

POLICE FORF FUND #19
RESTITUTION/CIRCUIT CLERK
FORREST COUNTY
A/R 019019.3323

038592
CHECK NO.
38592

Ref: 120-0111539 Claim No. 22

Two Thousand Five Hundred Thirty-Two And No/100
Dollars

PAY TO THE ORDER OF:

CITY OF HATTIESBURG POLICE FOR*****

ATTN: TINA PERKINS

POST OFFICE BOX 1898

HATTIESBURG MS 39403

DATE

2/28/2012

AMOUNT

\$2532.00

Jimmy C. Harsel

AUTHORIZED SIGNATURE

MF

DETACH THIS PORTION, RETAIN FOR YOUR RECORDS.

STATE OF MISSISSIPPI

FORREST COUNTY

HATTIESBURG, MISSISSIPPI 39401

DEPOSITORY ACCOUNT

Account	Check Date	Description
[REDACTED]	2/28/2012	ERNEST D. BRYAN

Invoice	Amount
46189	2532.00
Total	2532.00



City of Hattiesburg, MS

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

Master

File Number: 2012-0695

File ID: 2012-0695

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: Rejecting bid for Labor to Install Equipment in New Dodge Chargers for the Hattiesburg Police Department

Final Action:

Minute Book Number: MB2012-1/125

Title:

Acknowledge Receipt of Bid received on January 19, 2012 for Labor to Install Equipment in New Dodge Chargers for the Hattiesburg Police Department and Reject the bid due to the Police Department's need to use a local vendor for the service.

Notes:

Sponsors:

Enactment Date:

Attachments: 04-17-Reject Labor to Install HPD Equipment.pdf

Enactment Number:

Contact:

Meeting Date: 04/17/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/17/2012					

Text of Legislative File 2012-0695

Title

Acknowledge Receipt of Bid received on January 19, 2012 for Labor to Install Equipment in New Dodge Chargers for the Hattiesburg Police Department and Reject the bid due to the Police Department's need to use a local vendor for the service.

Summary

Rejecting bid for Labor to Install Equipment in New Dodge Chargers for the Hattiesburg Police Department

FORCE 911

455 LIVELY AVE
NORCROSS, GA 30071

VW

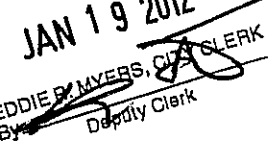
Estimate

Date	Estimate #
1/8/2012	137

City of Hattiesburg
Office of the City Clerk
P.O. Box 1898
200 Forrest Street
Hattiesburg, MS 39403-1898

Phone 678-919-7911
Fax 706-693-2254
Email info@force911.com
www.force911.com

P.O. No.	Rep	Other	Project
	BD		

Item	Description	Qty	Rate	Total
INSTALLATION	EMERGENCY EQUIPMENT INSTALLATION FOR POLICE VEHICLES BID# 105 HATTIESBURG, MISSISSIPPI FILED JAN 19 2012 EDDIE P. MYERS, CITY CLERK By  Deputy Clerk	20	975.00	19,500.00
All Quotes Good For 30 Days			Total	\$19,500.00



City of Hattiesburg, MS

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

Master

File Number: 2012-0694

File ID: 2012-0694

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: Accepting bids for Public Services Term Bid Item #4
- Furnish Pipe Lining and Related Services

Final Action:

Minute Book Number: MB 2012-1/125

Title:

Acknowledge Receipt of Bids received on March 29, 2012 for Public Services Term Bid Item #4 - Furnish Pipe Lining and Related Services and Accept the bid as per recommendation as being the lowest and best bid received that meets that City's advertised specifications.

Notes:

Sponsors:

Enactment Date:

Attachments: 04-17-Accept PS Term Bid #4.pdf

Enactment Number:

Contact:

Meeting Date: 04/17/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/17/2012					

Text of Legislative File 2012-0694

Title

Acknowledge Receipt of Bids received on March 29, 2012 for Public Services Term Bid Item #4 - Furnish Pipe Lining and Related Services and Accept the bid as per recommendation as being the lowest and best bid received that meets that City's advertised specifications.

Summary

Accepting bids for Public Services Term Bid Item #4 - Furnish Pipe Lining and Related Services



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Dave J. Ware, II

Council - Ward 5

Henry Naylor

MEMORANDUM

TO: Mayor and Council

FROM: Verlina Underwood, Purchasing Manager

DATE: April 9, 2012

SUBJECT: Term Bids

After review of the bids received on March 29, 2012 for purchases of commodities required in the operation of the Public Services Department, it is my recommendation that the following actions be taken in acceptance of bids for the following item:

Item # 4 - Furnish Pipe Lining and Related Services - Accept the bid of Suncoast Infrastructure as the primary bidder and Insituform Technologies as the alternate.

Should you have any questions concerning this recommendation, please contact my office.

**ITEM #4 - FURNISH PIPE LINING AND RELATED SERVICES FOR THE SEWER DIVISION,
PUBLIC SERVICES DEPARTMENT**

BID TABULATION

ITEM NO.	ITEMS/SIZES	SUNCOAST INFRASTRUCTURE	INSITUFORM TECHNOLOGIES	CYCLE CONSTRUCTION
<u>CURED-IN-PLACE PIPE (UP TO 300 LF)</u>				
1	8" X 6 MM, UP TO 26' DEEP	3,000.00	3,000.00	3,800.00
2	10" X 6 MM, UP TO 26' DEEP	3,600.00	3,200.00	4,100.00
3	12" X 6 MM, UP TO 16' DEEP	3,600.00	2,640.00	3,680.00
4	12" X 7.5 MM, 16'-26' DEEP	3,856.00	2,800.00	3,920.00
5	15" X 6 MM, UP TO 8' DEEP	3,540.00	2,400.00	3,720.00
6	15" X 7.5 MM, 8'-12' DEEP	3,768.00	2,520.00	4,140.00
7	15" X 9 MM, 12'-26' DEEP	3,996.00	2,700.00	4,320.00
8	18" X 7.5 MM, UP TO 12' DEEP	3,775.00	2,750.00	4,100.00
9	18" X 9 MM, 12'-20' DEEP	4,000.00	3,000.00	4,250.00
10	18" X 10.5 MM, 20'-26' DEEP	4,225.00	3,250.00	4,500.00
11	21" X 9 MM, UP TO 12' DEEP	2,320.00	3,200.00	4,840.00
12	21" X 10.5 MM, 12'-20' DEEP	2,520.00	3,400.00	5,120.00
13	21" X 12 MM, 20'-26' DEEP	2,560.00	3,800.00	5,280.00
14	24" X 9 MM, UP TO 12' DEEP	1,860.00	3,000.00	4,230.00
15	24" X 12 MM, 12'-20' DEEP	2,070.00	3,300.00	4,620.00
16	24" X 13.5 MM, 20'-26' DEEP	2,220.00	3,450.00	4,800.00
17	27" X 10.5 MM, UP TO 12' DEEP	1,975.00	2,875.00	4,125.00
18	27" X 13.5 MM, 12'-20' DEEP	2,175.00	3,000.00	4,375.00
19	27" X 15 MM, 20'-26' DEEP	2,250.00	3,125.00	4,600.00
20	30" X 12 MM, UP TO 12' DEEP	1,820.00	2,600.00	4,400.00
21	30" X 15 MM, 12'-20' DEEP	2,040.00	2,700.00	4,780.00
22	30" X 16.5 MM, 20'-26' DEEP	2,140.00	2,800.00	4,980.00
23	36" X 12 MM, UP TO 12' DEEP	1,560.00	2,175.00	4,740.00
24	36" X 13.5 MM, 12'-20' DEEP	1,620.00	2,250.00	4,875.00
25	36" X 15 MM, 20'-26' DEEP	1,725.00	2,325.00	5,055.00
TOTAL BID PRICE		68,215.00	72,260.00	111,350.00
<u>CURED-IN-PLACE-PIPE (301 TO 700 LF)</u>				
26	8" X 6 MM, UP TO 26' DEEP	2,900.00	2,800.00	3,400.00
27	10" X 6 MM, UP TO 26' DEEP	3,500.00	3,000.00	3,700.00
28	12" X 6 MM, UP TO 16' DEEP	3,520.00	2,480.00	3,360.00
29	12" X 7.5 MM, UP TO 8' DEEP	3,760.00	2,640.00	3,600.00
30	15" X 6 MM, UP TO 8' DEEP	3,420.00	2,280.00	3,240.00
31	15" X 7.5 MM, 8'-12' DEEP	3,600.00	2,400.00	3,660.00
32	15" X 9 MM, 12'-26' DEEP	3,840.00	2,580.00	3,900.00
33	18" X 7.5 MM, UP TO 12' DEEP	3,650.00	2,650.00	3,900.00
34	18" X 9 MM, 12'-20' DEEP	3,900.00	2,900.00	4,000.00
35	18" X 10.5 MM, 20'-26' DEEP	4,050.00	3,150.00	4,100.00
36	21" X 9 MM, UP TO 12' DEEP	2,320.00	3,120.00	4,200.00
37	21" X 10.5 MM, 12'-20' DEEP	2,520.00	3,320.00	4,400.00
38	21" X 12 MM, 20' - 26' DEEP	2,560.00	3,720.00	4,600.00
39	24" X 9 MM, UP TO 12' DEEP	1,890.00	2,940.00	3,600.00
40	24" X 12 MM, 12'-20' DEEP	2,070.00	3,240.00	3,810.00
41	24" X 13.5 MM, 20'-26' DEEP	2,220.00	3,390.00	4,020.00
42	27" X 10.5 MM, UP TO 12' DEEP	1,975.00	2,825.00	3,500.00
43	27" X 13.5 MM, 12'-20' DEEP	2,175.00	2,950.00	3,950.00
44	27" X 15 MM, 20' - 26' DEEP	2,250.00	3,075.00	4,200.00

**ITEM #4 - FURNISH PIPE LINING AND RELATED SERVICES FOR THE SEWER DIVISION,
PUBLIC SERVICES DEPARTMENT**

BID TABULATION

ITEM NO.	ITEMS/SIZES	SUNCOAST INFRASTRUCTURE	INSITUFORM TECHNOLOGIES	CYCLE CONSTRUCTION
<u>CURED-IN-PLACE-PIPE (301 TO 700 LF) CONT'D</u>				
45	30" X 12 MM, UP TO 12' DEEP	1,820.00	2,560.00	3,740.00
46	30" X 15 MM, 12'-20' DEEP	2,040.00	2,660.00	4,100.00
47	30" X 16.5 MM, 20' - 26' DEEP	2,140.00	2,760.00	4,320.00
48	36" X 12 MM, UP TO 12' DEEP	1,545.00	2,145.00	4,275.00
49	36" X 13.5 MM, 12'-20' DEEP	1,620.00	2,220.00	4,350.00
50	36" X 15 MM, 20'-26' DEEP	1,725.00	2,295.00	4,560.00
TOTAL BID PRICE		67,010.00	70,100.00	98,485.00
<u>CURED-IN-PLACE-PIPE (701 LF & UP)</u>				
51	8" X 6 MM, UP TO 26' DEEP	2,700.00	2,700.00	3,000.00
52	10" X 6 MM, UP TO 26' DEEP	3,300.00	2,900.00	3,400.00
53	12" X 6 MM, UP TO 16' DEEP	3,360.00	2,400.00	3,200.00
54	12" X 7.5 MM, UP TO 8' DEEP	3,520.00	2,560.00	3,440.00
55	15" X 6 MM, UP TO 8' DEEP	3,300.00	2,220.00	3,000.00
56	15" X 7.5 MM, 8'-12' DEEP	3,420.00	2,340.00	3,600.00
57	15" X 9 MM, 12'-26' DEEP	3,660.00	2,520.00	3,840.00
58	18" X 7.5 MM, UP TO 12' DEEP	3,550.00	2,600.00	3,800.00
59	18" X 9 MM, 12' - 20' DEEP	3,750.00	2,850.00	3,900.00
60	18" X 10.5 MM, 20'-26' DEEP	3,950.00	3,100.00	4,000.00
61	21" X 9 MM, UP TO 12' DEEP	2,320.00	3,080.00	4,200.00
62	21" X 10.5 MM, 12'-20' DEEP	2,520.00	3,280.00	4,400.00
63	21" X 12 MM, 20'-26' DEEP	2,560.00	3,680.00	4,600.00
64	24" X 9 MM, UP TO 12' DEEP	1,890.00	2,910.00	3,540.00
65	24" X 12 MM, 12'-20' DEEP	2,070.00	3,210.00	3,810.00
66	24" X 13.5 MM, 20'-26' DEEP	2,220.00	3,360.00	4,020.00
67	27" X 10.5 MM, UP TO 12' DEEP	1,975.00	2,800.00	3,500.00
68	27" X 13.5 MM, 12'-20' DEEP	2,175.00	2,925.00	3,950.00
69	27" X 15 MM, 20'-26' DEEP	2,250.00	3,050.00	4,200.00
70	30" X 12 MM, UP TO 12' DEEP	1,820.00	2,540.00	3,740.00
71	30" X 15 MM, 12'-20' DEEP	2,040.00	2,640.00	4,100.00
72	30" X 16.5 MM, 20'-26' DEEP	2,140.00	2,740.00	4,320.00
73	36" X 12 MM, UP TO 12' DEEP	1,545.00	2,130.00	4,275.00
74	36" X 13.5 MM, 12'-20' DEEP	1,620.00	2,205.00	4,350.00
75	36" X 15 MM, 20'-26' DEEP	1,725.00	2,280.00	4,560.00
TOTAL BID PRICE		65,380.00	69,020.00	96,745.00
<u>RELATED SERVICES FOR CURED-IN-PLACE-PIPE</u>				
76	REMOTE CUTTING OF BRANCH SEWER SERVICE CONNECTION	7,500.00	1,500.00	1,000.00
77	MAN-ENTRY CUTTING OF BRANCH SEWER SERVICE CONNECTION	10.00	0.10	1,500.00
78	EXTERNAL RECONNECTION OF SEWER SERVICE BY EXCAVATION	10.00	25,000.00	10,000.00
TOTAL BID PRICE		7,520.00	26,500.10	12,500.00

**ITEM #4 - FURNISH PIPE LINING AND RELATED SERVICES FOR THE SEWER DIVISION,
PUBLIC SERVICES DEPARTMENT**

BID TABULATION

ITEM NO.	ITEMS/SIZES	SUNCOAST INFRASTRUCTURE	INSITUFORM TECHNOLOGIES	CYCLE CONSTRUCTION
<u>MOBILIZATION SERVICES</u>				
79	UP TO \$30,000 PER WORK ORDER	7,500.00	5,500.00	5,000.00
80	30,001 TO \$60,000 PER WORK ORDER	5,000.00	5,500.00	5,000.00
81	60,001 AND UP PER WORK ORDER	2,500.00	2,000.00	5,000.00
82	REMOTE REMOVAL OF PROTRUDING SERVICE LATERAL	1,500.00	1,500.00	3,000.00
83	ROOT REMOVAL IN 8" & 10" SEWERS	15.00	15.00	18,000.00
84	ROOT REMOVAL IN 12" & 15" SEWERS	12.00	12.00	16,800.00
85	ROOT REMOVAL IN 18" & 21" SEWERS	7.50	7.50	12,000.00
86	ROOT REMOVAL IN 24" SEWERS	5.00	5.00	10,500.00
87	ROOT REMOVAL IN 27" SEWERS	4.00	4.00	9,600.00
88	ROOT REMOVAL IN 30" SEWERS	3.00	3.00	8,400.00
89	ROOT REMOVAL IN 36" SEWERS	2.00	2.00	6,600.00
90	TV INSPECTION OF 6"-12" SEWERS	3,750.00	1,750.00	1,500.00
91	TV INSPECTION OF 15"-21" SEWERS	6,000.00	2,000.00	1,600.00
92	TV INSPECTION OF 24"-36" SEWERS	12,000.00	4,000.00	2,400.00
93	ADDITIONAL SETUP FOR TV INSPECTION	1,000.00	0.10	3,500.00
94	BYPASSING SETUP FOR EACH 3" PUMP	0.10	0.10	1,500.00
95	BYPASSING SETUP FOR EACH 4" PUMP	0.08	400.00	1,360.00
96	BYPASSING SETUP FOR EACH 6" PUMP	5,100.00	4,500.00	1,140.00
97	BYPASSING SETUP FOR EACH 8" PUMP	0.04	6,000.00	840.00
98	BYPASSING FOR EACH 3" PUMP	2.00	2.00	2,000.00
99	BYPASSING FOR EACH 4" PUMP	1.60	4,000.00	1,600.00
100	BYPASSING FOR EACH 6" PUMP	7,800.00	2,500.00	3,600.00
101	BYPASSING FOR EACH 8" PUMP	0.80	20,000.00	2,800.00
102	NORMAL CLEANING, 8" & 10" SEWER	770.00	22.00	4,400.00
103	HEAVY CLEANING, 8" & 10" SEWER	18.00	18.00	4,500.00
104	NORMAL CLEANING, 12" & 15" SEWER	650.00	13.00	3,575.00
105	HEAVY CLEANING, 12" & 15" SEWER	11.00	11.00	3,850.00
106	NORMAL CLEANING, 18" & 21" SEWER	520.00	8.00	3,000.00
107	HEAVY CLEANING, 18" & 21" SEWER	9.50	1,900.00	4,750.00
108	NORMAL CLEANING, 24" SEWER	525.00	7.00	2,975.00
109	HEAVY CLEANING, 24" SEWER	6.00	1,800.00	4,200.00
110	NORMAL CLEANING, 27" SEWER	400.00	5.00	2,500.00
111	HEAVY CLEANING, 27" SEWER	4.50	1,800.00	4,950.00
112	NORMAL CLEANING, 30" SEWER	340.00	4.00	2,800.00
113	HEAVY CLEANING, 30" SEWER	3.50	1,750.00	8,800.00
114	NORMAL CLEANING, 36" SEWER	270.00	3.00	3,300.00
115	HEAVY CLEANING, 36" SEWER	2.50	1,250.00	7,500.00
TOTAL BID PRICE		55,733.12	68,291.70	184,840.00
GRAND TOTAL BID PRICE		263,858.12	306,171.80	503,920.00

FILED

MAR 29 2012

EDDIE R. MYERS, CITY CLERK
By Deputy Clerk

11

Page 3

ITEM #4 - FURNISH PIPE LINING AND RELATED SERVICES FOR THE SEWER
DIVISION, PUBLIC SERVICES DEPARTMENT

BID FORM

CURED-IN-PLACE PIPE (UP TO 300 LF)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	8" X 6 MM, UP TO 26' DEEP	LF	100	30.00	3,000.00
2	10" X 6 MM, UP TO 26' DEEP	LF	100	36.00	3,600.00
3	12" X 6 MM, UP TO 16' DEEP	LF	80	45.00	3,600.00
4	12" X 7.5 MM, 16'-26' DEEP	LF	80	48.20	3,856.00
5	15" X 6 MM, UP TO 8' DEEP	LF	60	59.00	3,540.00
6	15" X 7.5 MM, 8'-12' DEEP	LF	60	62.80	3,768.00
7	15" X 9 MM, 12'-26' DEEP	LF	60	66.60	3,996.00
8	18" X 7.5 MM, UP TO 12' DEEP	LF	50	75.50	3,775.00
9	18" X 9 MM, 12'-20' DEEP	LF	50	80.00	4,000.00
10	18" X 10.5 MM, 20'-26' DEEP	LF	50	84.50	4,225.00
11	21" X 9 MM, UP TO 12' DEEP	LF	40	58.00	2,320.00
12	21" X 10.5 MM, 12'-20' DEEP	LF	40	63.00	2,520.00
13	21" X 12 MM, 20'-26' DEEP	LF	40	64.00	2,560.00
14	24" X 9 MM, UP TO 12' DEEP	LF	30	62.00	1,860.00
15	24" X 12 MM, 12'-20' DEEP	LF	30	69.00	2,070.00
16	24" X 13.5 MM, 20'-26' DEEP	LF	30	74.00	2,220.00
17	27" X 10.5 MM, UP TO 12' DEEP	LF	25	79.00	1,975.00
18	27" X 13.5 MM, 12'-20' DEEP	LF	25	87.00	2,175.00
19	27" X 15 MM, 20'-26' DEEP	LF	25	90.00	2,250.00
20	30" X 12 MM, UP TO 12' DEEP	LF	20	91.00	1,820.00
21	30" X 15 MM, 12'-20' DEEP	LF	20	102.00	2,040.00
22	30" X 16.5 MM, 20'-26' DEEP	LF	20	107.00	2,140.00
23	36" X 12 MM, UP TO 12' DEEP	LF	15	104.00	1,560.00
24	36" X 13.5 MM, 12'-20' DEEP	LF	15	108.00	1,620.00
25	36" X 15 MM, 20'-26' DEEP	LF	15	115.00	1,725.00
TOTAL BID PRICE					68,215.00

Suncoast Infrastructure, Inc.

CURED-IN-PLACE-PIPE (301 TO 700 LF)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
26	8" X 6 MM, UP TO 26' DEEP	LF	100	29.00	2,900.00
27	10" X 6 MM, UP TO 26' DEEP	LF	100	35.00	3,500.00
28	12" X 6 MM, UP TO 16' DEEP	LF	80	44.00	3,520.00
29	12" X 7.5 MM, UP TO 8' DEEP	LF	80	47.00	3,760.00
30	15" X 6 MM, UP TO 8' DEEP	LF	60	57.00	3,420.00
31	15" X 7.5 MM, 8'-12' DEEP	LF	60	60.00	3,600.00
32	15" X 9 MM, 12'-26' DEEP	LF	60	64.00	3,840.00
33	18" X 7.5 MM, UP TO 12' DEEP	LF	50	73.00	3,650.00
34	18" X 9 MM, 12'-20' DEEP	LF	50	78.00	3,900.00
35	18" X 10.5 MM, 20'-26' DEEP	LF	50	81.00	4,050.00
36	21" X 9 MM, UP TO 12' DEEP	LF	40	58.00	2,320.00
37	21" X 10.5 MM, 12'-20' DEEP	LF	40	63.00	2,520.00
38	21" X 12 MM, 20'-26' DEEP	LF	40	64.00	2,560.00
39	24" X 9 MM, UP TO 12' DEEP	LF	30	63.00	1,890.00
40	24" X 12 MM, 12'-20' DEEP	LF	30	69.00	2,070.00
41	24" X 13.5 MM, 20'-26' DEEP	LF	30	74.00	2,220.00
42	27" X 10.5 MM, UP TO 12' DEEP	LF	25	79.00	1,975.00
43	27" X 13.5 MM, 12'-20' DEEP	LF	25	87.00	2,175.00
44	27" X 15 MM, 20'-26' DEEP	LF	25	90.00	2,250.00
45	30" X 12 MM, UP TO 12' DEEP	LF	20	91.00	1,820.00
46	30" X 15 MM, 12'-20' DEEP	LF	20	102.00	2,040.00
47	30" X 16.5 MM, 20'-26' DEEP	LF	20	107.00	2,140.00
48	36" X 12 MM, UP TO 12' DEEP	LF	15	103.00	1,545.00
49	36" X 13.5 MM, 12'-20' DEEP	LF	15	108.00	1,620.00
50	36" X 15 MM, 20'-26' DEEP	LF	15	115.00	1,725.00
TOTAL BID PRICE					67,010.00

Suncoast Infrastructure, Inc.

ITEM #4 - FURNISH PIPE LINING AND RELATED SERVICES FOR THE SEWER
DIVISION, PUBLIC SERVICES DEPARTMENT

Page 5

CURED-IN-PLACE-PIPE (701 LF & UP)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
51	8" X 6 MM, UP TO 26' DEEP	LF	100	27.00	2,700.00
52	10" X 6 MM, UP TO 26' DEEP	LF	100	33.00	3,300.00
53	12" X 6 MM, UP TO 16' DEEP	LF	80	42.00	3,360.00
54	12" X 7.5 MM, UP TO 8' DEEP	LF	80	44.00	3,520.00
55	15" X 6 MM, UP TO 8' DEEP	LF	60	55.00	3,300.00
56	15" X 7.5 MM, 8'-12' DEEP	LF	60	57.00	3,420.00
57	15" X 9 MM, 12'-26' DEEP	LF	60	61.00	3,660.00
58	18" X 7.5 MM, UP TO 12' DEEP	LF	50	71.00	3,550.00
59	18" X 9 MM, 12' - 20' DEEP	LF	50	75.00	3,750.00
60	18" X 10.5 MM, 20'-26' DEEP	LF	50	79.00	3,950.00
61	21" X 9 MM, UP TO 12' DEEP	LF	40	58.00	2,320.00
62	21" X 10.5 MM, 12'-20' DEEP	LF	40	63.00	2,520.00
63	21" X 12 MM, 20'-26' DEEP	LF	40	64.00	2,560.00
64	24" X 9 MM, UP TO 12' DEEP	LF	30	63.00	1,890.00
65	24" X 12 MM, 12'-20' DEEP	LF	30	69.00	2,070.00
66	24" X 13.5 MM, 20'-26' DEEP	LF	30	74.00	2,220.00
67	27" X 10.5 MM, UP TO 12' DEEP	LF	25	79.00	1,975.00
68	27" X 13.5 MM, 12'-20' DEEP	LF	25	87.00	2,175.00
69	27" X 15 MM, 20'-26' DEEP	LF	25	90.00	2,250.00
70	30" X 12 MM, UP TO 12' DEEP	LF	20	91.00	1,820.00
71	30" X 15 MM, 12'-20' DEEP	LF	20	102.00	2,040.00
72	30" X 16.5 MM, 20'-26' DEEP	LF	20	107.00	2,140.00
73	36" X 12 MM, UP TO 12' DEEP	LF	15	103.00	1,545.00
74	36" X 13.5 MM, 12'-20' DEEP	LF	15	108.00	1,620.00
75	36" X 15 MM, 20'-26' DEEP	LF	15	115.00	1,725.00
TOTAL BID PRICE					65,380.00

Suncoast Infrastructure, Inc.

ITEM #4 - FURNISH PIPE LINING AND RELATED SERVICES FOR THE SEWER
DIVISION, PUBLIC SERVICES DEPARTMENT

df38 6

RELATED SERVICES FOR CURED-IN-PLACE-PIPE

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
76	REMOTE CUTTING OF BRANCH SEWER SERVICE CONNECTION	EA	10	750. ⁰⁰	7,500. ⁰⁰
77	MAN-ENTRY CUTTING OF BRANCH SEWER SERVICE CONNECTION	EA	10	1. ⁰⁰	10. ⁰⁰
78	EXTERNAL RECONNECTION OF SEWER SERVICE BY EXCAVATION	EA	10	1. ⁰⁰	10. ⁰⁰
TOTAL BID PRICE					7,520. ⁰⁰

MOBILIZATION SERVICES

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
79	UP TO \$30,000 PER WORK ORDER	EA	1	7500. ⁰⁰	7,500. ⁰⁰
80	\$30,001 TO \$60,000 PER WORK ORDER	EA	1	5,000. ⁰⁰	5,000. ⁰⁰
81	\$60,001 AND UP PER WORK ORDER	EA	1	2,500. ⁰⁰	2,500. ⁰⁰
82	REMOTE REMOVAL OF PROTRUDING SERVICE LATERAL	EA	10	150. ⁰⁰	1,500. ⁰⁰
83	ROOT REMOVAL IN 8" & 10" SEWERS	LF	1,500	0. ⁰¹	15. ⁰⁰
84	ROOT REMOVAL IN 12" & 15" SEWERS	LF	1,200	0. ⁰¹	12. ⁰⁰
85	ROOT REMOVAL IN 18" & 21" SEWERS	LF	750	0. ⁰¹	7. ⁵⁰
86	ROOT REMOVAL IN 24" SEWERS	LF	500	0. ⁰¹	5. ⁰⁰
87	ROOT REMOVAL IN 27" SEWERS	LF	400	0. ⁰¹	4. ⁰⁰
88	ROOT REMOVAL IN 30" SEWERS	LF	300	0. ⁰¹	3. ⁰⁰
89	ROOT REMOVAL IN 36" SEWERS	LF	200	0. ⁰¹	2. ⁰⁰
90	TV INSPECTION OF 6"-12" SEWERS	LF	500	7. ⁵⁰	3,750. ⁰⁰
91	TV INSPECTION OF 15"-21" SEWERS	LF	400	15. ⁰⁰	6,000. ⁰⁰
92	TV INSPECTION OF 24"-36" SEWERS	LF	400	30. ⁰⁰	12,000. ⁰⁰
93	ADDITIONAL SETUP FOR TV INSPECTION	EA	10	100. ⁰⁰	1,000. ⁰⁰
94	BYPASSING SETUP FOR EACH 3" PUMP	EA	10	0. ⁰¹	0. ¹⁰
95	BYPASSING SETUP FOR EACH 4" PUMP	EA	8	0. ⁰¹	0. ⁰⁸
96	BYPASSING SETUP FOR EACH 6" PUMP	EA	6	850. ⁰⁰	5,100. ⁰⁰
97	BYPASSING SETUP FOR EACH 8" PUMP	EA	4	0. ⁰¹	0. ⁰⁴

Suncoast Infrastructure, Inc.

ITEM #4 - FURNISH PIPE LINING AND RELATED SERVICES FOR THE SEWER
DIVISION, PUBLIC SERVICES DEPARTMENT

Page 7

98	BYPASSING FOR EACH 3" PUMP	PER HOUR	200	0.01	2.00
99	BYPASSING FOR EACH 4" PUMP	PER HOUR	160	0.01	1.60
100	BYPASSING FOR EACH 6" PUMP	PER HOUR	120	65.00	7,800.00
101	BYPASSING FOR EACH 8" PUMP	PER HOUR	80	0.01	0.80
102	NORMAL CLEANING, 8" & 10" SEWER	LF	2,200	0.35	770.00
103	HEAVY CLEANING, 8" & 10" SEWER	LF	1,800	0.01	18.00
104	NORMAL CLEANING, 12" & 15" SEWER	LF	1,300	0.50	650.00
105	HEAVY CLEANING, 12" & 15" SEWER	LF	1,100	0.01	11.00
106	NORMAL CLEANING, 18" & 21" SEWER	LF	800	0.65	520.00
107	HEAVY CLEANING, 18" & 21" SEWER	LF	950	0.01	9.50

MOBILIZATION SERVICES (CONTINUED)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
108	NORMAL CLEANING, 24" SEWER	LF	700	0.75	525.00
109	HEAVY CLEANING, 24" SEWER	LF	600	0.01	6.00
110	NORMAL CLEANING, 27" SEWER	LF	500	0.80	400.00
111	HEAVY CLEANING, 27" SEWER	LF	450	0.01	4.50
112	NORMAL CLEANING, 30" SEWER	LF	400	0.85	340.00
113	HEAVY CLEANING, 30" SEWER	LF	350	0.01	3.50
114	NORMAL CLEANING, 36" SEWER	LF	300	0.90	270.00
115	HEAVY CLEANING, 36" SEWER	LF	250	0.01	2.50
TOTAL BID PRICE					55,733.12

GRAND TOTAL BID PRICE	2163,858.12
-----------------------	-------------

Sumcoast Infrastructure, Inc.
NAME OF COMPANY

P.O. Box 397
STREET/P.O. ADDRESS

ITEM #4 - FURNISH PIPE LINING AND RELATED SERVICES FOR THE SEWER
DIVISION, PUBLIC SERVICES DEPARTMENT

Page 8

Monroe La 39073
CITY/STATE & ZIP CODE

601-420-9682 / 601-420-9306
PHONE NUMBER & FAX NUMBER

March 29, 2012
DATE OF BID

Richard A. Rula, President
OFFICIAL'S NAME & TITLE

Richard
OFFICIAL'S SIGNATURE

ITEM #4 - FURNISH PIPE LINING AND RELATED SERVICES FOR THE SEWER
DIVISION, PUBLIC SERVICES DEPARTMENT

BID FORM

CURED-IN-PLACE PIPE (UP TO 300 LF)

FILED

MAR 29 2012 03:23
By *[Signature]* Deputy Clerk

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	8" X 6 MM, UP TO 26' DEEP	LF	100	30 ⁰⁰	3,000 ⁰⁰
2	10" X 6 MM, UP TO 26' DEEP	LF	100	32 ⁰⁰	3,200 ⁰⁰
3	12" X 6 MM, UP TO 16' DEEP	LF	80	33 ⁰⁰	2,640 ⁰⁰
4	12" X 7.5 MM, 16'-26' DEEP	LF	80	35 ⁰⁰	2,800 ⁰⁰
5	15" X 6 MM, UP TO 8' DEEP	LF	60	40 ⁰⁰	2,400 ⁰⁰
6	15" X 7.5 MM, 8'-12' DEEP	LF	60	42 ⁰⁰	2,520 ⁰⁰
7	15" X 9 MM, 12'-26' DEEP	LF	60	45 ⁰⁰	2,700 ⁰⁰
8	18" X 7.5 MM, UP TO 12' DEEP	LF	50	55 ⁰⁰	2,750 ⁰⁰
9	18" X 9 MM, 12'-20' DEEP	LF	50	60 ⁰⁰	3,000 ⁰⁰
10	18" X 10.5 MM, 20'-26' DEEP	LF	50	65 ⁰⁰	3,250 ⁰⁰
11	21" X 9 MM, UP TO 12' DEEP	LF	40	80 ⁰⁰	3,200 ⁰⁰
12	21" X 10.5 MM, 12'-20' DEEP	LF	40	85 ⁰⁰	3,400 ⁰⁰
13	21" X 12 MM, 20'-26' DEEP	LF	40	95 ⁰⁰	3,800 ⁰⁰
14	24" X 9 MM, UP TO 12' DEEP	LF	30	100 ⁰⁰	3,000 ⁰⁰
15	24" X 12 MM, 12'-20' DEEP	LF	30	110 ⁰⁰	3,300 ⁰⁰
16	24" X 13.5 MM, 20'-26' DEEP	LF	30	115 ⁰⁰	3,450 ⁰⁰
17	27" X 10.5 MM, UP TO 12' DEEP	LF	25	115 ⁰⁰	2,875 ⁰⁰
18	27" X 13.5 MM, 12'-20' DEEP	LF	25	120 ⁰⁰	3,000 ⁰⁰
19	27" X 15 MM, 20'-26' DEEP	LF	25	125 ⁰⁰	3,125 ⁰⁰
20	30" X 12 MM, UP TO 12' DEEP	LF	20	130 ⁰⁰	2,600 ⁰⁰
21	30" X 15 MM, 12'-20' DEEP	LF	20	135 ⁰⁰	2,700 ⁰⁰
22	30" X 16.5 MM, 20'-26' DEEP	LF	20	140 ⁰⁰	2,800 ⁰⁰
23	36" X 12 MM, UP TO 12' DEEP	LF	15	145 ⁰⁰	2,175 ⁰⁰
24	36" X 13.5 MM, 12'-20' DEEP	LF	15	150 ⁰⁰	2,250 ⁰⁰
25	36" X 15 MM, 20'-26' DEEP	LF	15	155 ⁰⁰	2,325 ⁰⁰
TOTAL BID PRICE					72,260 ⁰⁰

CURED-IN-PLACE-PIPE (301 TO 700 LF)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
26	8" X 6 MM, UP TO 26' DEEP	LF	100	28 ⁰⁰	2800 ⁰⁰
27	10" X 6 MM, UP TO 26' DEEP	LF	100	30 ⁰⁰	3000 ⁰⁰
28	12" X 6 MM, UP TO 16' DEEP	LF	80	31 ⁰⁰	2480 ⁰⁰
29	12" X 7.5 MM, UP TO 8' DEEP	LF	80	33 ⁰⁰	2640 ⁰⁰
30	15" X 6 MM, UP TO 8' DEEP	LF	60	38 ⁰⁰	2280 ⁰⁰
31	15" X 7.5 MM, 8' -12' DEEP	LF	60	40 ⁰⁰	2400 ⁰⁰
32	15" X 9 MM, 12' -26' DEEP	LF	60	43 ⁰⁰	2580 ⁰⁰
33	18" X 7.5 MM, UP TO 12' DEEP	LF	50	53 ⁰⁰	2650 ⁰⁰
34	18" X 9 MM, 12' -20' DEEP	LF	50	58 ⁰⁰	2900 ⁰⁰
35	18" X 10.5 MM, 20' -26' DEEP	LF	50	63 ⁰⁰	3150 ⁰⁰
36	21" X 9 MM, UP TO 12' DEEP	LF	40	78 ⁰⁰	3120 ⁰⁰
37	21" X 10.5 MM, 12' -20' DEEP	LF	40	83 ⁰⁰	3320 ⁰⁰
38	21" X 12 MM, 20' - 26' DEEP	LF	40	93 ⁰⁰	3720 ⁰⁰
39	24" X 9 MM, UP TO 12' DEEP	LF	30	98 ⁰⁰	2940 ⁰⁰
40	24" X 12 MM, 12' -20' DEEP	LF	30	108 ⁰⁰	3240 ⁰⁰
41	24" X 13.5 MM, 20' -26' DEEP	LF	30	113 ⁰⁰	3390 ⁰⁰
42	27" X 10.5 MM, UP TO 12' DEEP	LF	25	113 ⁰⁰	2825 ⁰⁰
43	27" X 13.5 MM, 12' -20' DEEP	LF	25	118 ⁰⁰	2950 ⁰⁰
44	27" X 15 MM, 20' - 26' DEEP	LF	25	123 ⁰⁰	3075 ⁰⁰
45	30" X 12 MM, UP TO 12' DEEP	LF	20	128 ⁰⁰	2560 ⁰⁰
46	30" X 15 MM, 12- TO 20' DEEP	LF	20	133 ⁰⁰	2660 ⁰⁰
47	30" X 16.5 MM, 20' - 26' DEEP	LF	20	138 ⁰⁰	2760 ⁰⁰
48	36" X 12 MM, UP TO 12' DEEP	LF	15	143 ⁰⁰	2145 ⁰⁰
49	36" X 13.5 MM, 12' -20' DEEP	LF	15	148 ⁰⁰	2220 ⁰⁰
50	36" X 15 MM, 20' -26' DEEP	LF	15	153 ⁰⁰	2295 ⁰⁰
TOTAL BID PRICE					70,100 ⁰⁰

ITEM #4 - FURNISH PIPE LINING AND RELATED SERVICES FOR THE SEWER
DIVISION, PUBLIC SERVICES DEPARTMENT

_d3e 5

CURED-IN-PLACE-PIPE (701 LF & UP)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
51	8" X 6 MM, UP TO 26' DEEP	LF	100	27 ⁰⁰	2700 ⁰⁰
52	10" X 6 MM, UP TO 26' DEEP	LF	100	29 ⁰⁰	2900 ⁰⁰
53	12" X 6 MM, UP TO 16' DEEP	LF	80	30 ⁰⁰	2400 ⁰⁰
54	12" X 7.5 MM, UP TO 8' DEEP	LF	80	32 ⁰⁰	2560 ⁰⁰
55	15" X 6 MM, UP TO 8' DEEP	LF	60	37 ⁰⁰	2220 ⁰⁰
56	15" X 7.5 MM, 8'-12' DEEP	LF	60	39 ⁰⁰	2340 ⁰⁰
57	15" X 9 MM, 12'-26' DEEP	LF	60	42 ⁰⁰	2520 ⁰⁰
58	18" X 7.5 MM, UP TO 12' DEEP	LF	50	52 ⁰⁰	2600 ⁰⁰
59	18" X 9 MM, 12' - 20' DEEP	LF	50	57 ⁰⁰	2850 ⁰⁰
60	18" X 10.5 MM, 20'-26' DEEP	LF	50	62 ⁰⁰	3100 ⁰⁰
61	21" X 9 MM, UP TO 12' DEEP	LF	40	77 ⁰⁰	3080 ⁰⁰
62	21" X 10.5 MM, 12'-20' DEEP	LF	40	82 ⁰⁰	3280 ⁰⁰
63	21" X 12 MM, 20'-26' DEEP	LF	40	92 ⁰⁰	3680 ⁰⁰
64	24" X 9 MM, UP TO 12' DEEP	LF	30	97 ⁰⁰	2910 ⁰⁰
65	24" X 12 MM, 12'-20' DEEP	LF	30	107 ⁰⁰	3210 ⁰⁰
66	24" X 13.5 MM, 20'-26' DEEP	LF	30	112 ⁰⁰	3360 ⁰⁰
67	27" X 10.5 MM, UP TO 12' DEEP	LF	25	112 ⁰⁰	2800 ⁰⁰
68	27" X 13.5 MM, 12'-20' DEEP	LF	25	117 ⁰⁰	2925 ⁰⁰
69	27" X 15 MM, 20'-26' DEEP	LF	25	122 ⁰⁰	3050 ⁰⁰
70	30" X 12 MM, UP TO 12' DEEP	LF	20	127 ⁰⁰	2540 ⁰⁰
71	30" X 15 MM, 12'-20' DEEP	LF	20	132 ⁰⁰	2640 ⁰⁰
72	30" X 16.5 MM, 20'-26' DEEP	LF	20	137 ⁰⁰	2740 ⁰⁰
73	36" X 12 MM, UP TO 12' DEEP	LF	15	142 ⁰⁰	2130 ⁰⁰
74	36" X 13.5 MM, 12'-20' DEEP	LF	15	147 ⁰⁰	2205 ⁰⁰
75	36" X 15 MM, 20'-26' DEEP	LF	15	152 ⁰⁰	2280 ⁰⁰
TOTAL BID PRICE					69,020 ⁰⁰

ITEM #4 - FURNISH PIPE LINING AND RELATED SERVICES FOR THE SEWER
DIVISION, PUBLIC SERVICES DEPARTMENT

=page 6

RELATED SERVICES FOR CURED-IN-PLACE-PIPE

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
76	REMOTE CUTTING OF BRANCH SEWER SERVICE CONNECTION	EA	10	150 ⁰⁰	1500 ⁰⁰
77	MAN-ENTRY CUTTING OF BRANCH SEWER SERVICE CONNECTION	EA	10	0.01	0.10
78	EXTERNAL RECONNECTION OF SEWER SERVICE BY EXCAVATION	EA	10	2500 ⁰⁰	25,000 ⁰⁰
TOTAL BID PRICE					26500 ¹⁰

MOBILIZATION SERVICES

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
79	UP TO \$30,000 PER WORK ORDER	EA	1	5500 ⁰⁰	5500 ⁰⁰
80	30,001 TO \$60,000 PER WORK ORDER	EA	1	5500 ⁰⁰	5500 ⁰⁰
81	\$60,001 AND UP PER WORK ORDER	EA	1	2000 ⁰⁰	2000 ⁰⁰
82	REMOTE REMOVAL OF PROTRUDING SERVICE LATERAL	EA	10	150 ⁰⁰	1,500 ⁰⁰
83	ROOT REMOVAL IN 8" & 10" SEWERS	LF	1,500	0.01	15 ⁰⁰
84	ROOT REMOVAL IN 12" & 15" SEWERS	LF	1,200	0.01	12 ⁰⁰
85	ROOT REMOVAL IN 18" & 21" SEWERS	LF	750	0.01	7 ⁵⁰
86	ROOT REMOVAL IN 24" SEWERS	LF	500	0.01	5 ⁰⁰
87	ROOT REMOVAL IN 27" SEWERS	LF	400	0.01	4 ⁰⁰
88	ROOT REMOVAL IN 30" SEWERS	LF	300	0.01	3 ⁰⁰
89	ROOT REMOVAL IN 36" SEWERS	LF	200	0.01	2 ⁰⁰
90	TV INSPECTION OF 6"-12" SEWERS	LF	500	3 ⁵⁰	1,750 ⁰⁰
91	TV INSPECTION OF 15"-21" SEWERS	LF	400	5 ⁰⁰	2,000 ⁰⁰
92	TV INSPECTION OF 24"-36" SEWERS	LF	400	10 ⁰⁰	4,000 ⁰⁰
93	ADDITIONAL SETUP FOR TV INSPECTION	EA	10	0.01	0.10
94	BYPASSING SETUP FOR EACH 3" PUMP	EA	10	0.01	0.10
95	BYPASSING SETUP FOR EACH 4" PUMP	EA	8	50 ⁰⁰	400 ⁰⁰
96	BYPASSING SETUP FOR EACH 6" PUMP	EA	6	750 ⁰⁰	4,500 ⁰⁰
97	BYPASSING SETUP FOR EACH 8" PUMP	EA	4	1500 ⁰⁰	6,000 ⁰⁰

ITEM #4 - FURNISH PIPE LINING AND RELATED SERVICES FOR THE SEWER
DIVISION, PUBLIC SERVICES DEPARTMENT

Page 7

98	BYPASSING FOR EACH 3" PUMP	PER HOUR	200	0.01	2.00
99	BYPASSING FOR EACH 4" PUMP	PER HOUR	160	25.00	4000.00
100	BYPASSING FOR EACH 6" PUMP	PER HOUR	120	125.00	2500.00
101	BYPASSING FOR EACH 8" PUMP	PER HOUR	80	250.00	20,000.00
102	NORMAL CLEANING, 8" & 10" SEWER	LF	2,200	0.01	22.00
103	HEAVY CLEANING, 8" & 10" SEWER	LF	1,800	0.01	18.00
104	NORMAL CLEANING, 12" & 15" SEWER	LF	1,300	0.01	13.00
105	HEAVY CLEANING, 12" & 15" SEWER	LF	1,100	0.01	11.00
106	NORMAL CLEANING, 18" & 21" SEWER	LF	800	0.01	8.00
107	HEAVY CLEANING, 18" & 21" SEWER	LF	950	2.00	1,900.00

MOBILIZATION SERVICES (CONTINUED)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
108	NORMAL CLEANING, 24" SEWER	LF	700	0.01	7.00
109	HEAVY CLEANING, 24" SEWER	LF	600	3.00	1800.00
110	NORMAL CLEANING, 27" SEWER	LF	500	0.01	5.00
111	HEAVY CLEANING, 27" SEWER	LF	450	4.00	1800.00
112	NORMAL CLEANING, 30" SEWER	LF	400	0.01	4.00
113	HEAVY CLEANING, 30" SEWER	LF	350	5.00	1750.00
114	NORMAL CLEANING, 36" SEWER	LF	300	0.01	3.00
115	HEAVY CLEANING, 36" SEWER	LF	250	5.00	1250.00
TOTAL BID PRICE					64,702.00

GRAND TOTAL BID PRICE \$302,582.30

306,171.80

Insituform Technologies, Inc.

NAME OF COMPANY

17988 Edison Avenue

STREET/P.O. ADDRESS

ITEM #4 - FURNISH PIPE LINING AND RELATED SERVICES FOR THE SEWER
DIVISION, PUBLIC SERVICES DEPARTMENT

8 332 =

Chesterfield, MO 63005

CITY/STATE & ZIP CODE

(636) 530-8000

(636) 530-8701

PHONE NUMBER & FAX NUMBER

March 29, 2012

DATE OF BID

H. Douglas Thomas

VP-Global Procurement/Operations Support

OFFICIAL'S NAME & TITLE



OFFICIAL'S SIGNATURE

ORIGINAL

Page 3

ITEM #4 - FURNISH PIPE LINING AND RELATED SERVICES FOR THE SEWER
DIVISION, PUBLIC SERVICES DEPARTMENT

BID FORM

CURED-IN-PLACE PIPE (UP TO 300 LF)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	8" X 6 MM, UP TO 26' DEEP	LF	100	\$38.00	\$3,800.00
2	10" X 6 MM, UP TO 26' DEEP	LF	100	\$41.00	\$4,100.00
3	12" X 6 MM, UP TO 16' DEEP	LF	80	\$46.00	\$3,680.00
4	12" X 7.5 MM, 16'-26' DEEP	LF	80	\$49.00	\$3,920.00
5	15" X 6 MM, UP TO 8' DEEP	LF	60	\$62.00	\$3,720.00
6	15" X 7.5 MM, 8'-12' DEEP	LF	60	\$69.00	\$4,140.00
7	15" X 9 MM, 12'-26' DEEP	LF	60	\$72.00	\$4,320.00
8	18" X 7.5 MM, UP TO 12' DEEP	LF	50	\$82.00	\$4,100.00
9	18" X 9 MM, 12'-20' DEEP	LF	50	\$85.00	\$4,250.00
10	18" X 10.5 MM, 20'-26' DEEP	LF	50	\$90.00	\$4,500.00
11	21" X 9 MM, UP TO 12' DEEP	LF	40	\$121.00	\$4,840.00
12	21" X 10.5 MM, 12'-20' DEEP	LF	40	\$128.00	\$5,120.00
13	21" X 12 MM, 20'-26' DEEP	LF	40	\$132.00	\$5,280.00
14	24" X 9 MM, UP TO 12' DEEP	LF	30	\$141.00	\$4,230.00
15	24" X 12 MM, 12'-20' DEEP	LF	30	\$154.00	\$4,620.00
16	24" X 13.5 MM, 20'-26' DEEP	LF	30	\$160.00	\$4,800.00
17	27" X 10.5 MM, UP TO 12' DEEP	LF	25	\$165.00	\$4,125.00
18	27" X 13.5 MM, 12'-20' DEEP	LF	25	\$175.00	\$4,375.00
19	27" X 15 MM, 20'-26' DEEP	LF	25	\$184.00	\$4,600.00
20	30" X 12 MM, UP TO 12' DEEP	LF	20	\$220.00	\$4,400.00
21	30" X 15 MM, 12'-20' DEEP	LF	20	\$239.00	\$4,780.00
22	30" X 16.5 MM, 20'-26' DEEP	LF	20	\$249.00	\$4,980.00
23	36" X 12 MM, UP TO 12' DEEP	LF	15	\$316.00	\$4,740.00
24	36" X 13.5 MM, 12'-20' DEEP	LF	15	\$325.00	\$4,875.00
25	36" X 15 MM, 20'-26' DEEP	LF	15	\$337.00	\$5,055.00
TOTAL BID PRICE					\$111,350.00

CURED-IN-PLACE-PIPE (301 TO 700 LF)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
26	8" X 6 MM, UP TO 26' DEEP	LF	100	\$34.00	\$3,400.00
27	10" X 6 MM, UP TO 26' DEEP	LF	100	\$37.00	\$3,700.00
28	12" X 6 MM, UP TO 16' DEEP	LF	80	\$42.00	\$3,360.00
29	12" X 7.5 MM, UP TO 8' DEEP	LF	80	\$45.00	\$3,600.00
30	15" X 6 MM, UP TO 8' DEEP	LF	60	\$54.00	\$3,240.00
31	15" X 7.5 MM, 8'-12' DEEP	LF	60	\$61.00	\$3,660.00
32	15" X 9 MM, 12'-26' DEEP	LF	60	\$65.00	\$3,900.00
33	18" X 7.5 MM, UP TO 12' DEEP	LF	50	\$78.00	\$3,900.00
34	18" X 9 MM, 12'-20' DEEP	LF	50	\$80.00	\$4,000.00
35	18" X 10.5 MM, 20'-26' DEEP	LF	50	\$82.00	\$4,100.00
36	21" X 9 MM, UP TO 12' DEEP	LF	40	\$105.00	\$4,200.00
37	21" X 10.5 MM, 12'-20' DEEP	LF	40	\$110.00	\$4,400.00
38	21" X 12 MM, 20' - 26' DEEP	LF	40	\$115.00	\$4,600.00
39	24" X 9 MM, UP TO 12' DEEP	LF	30	\$120.00	\$3,600.00
40	24" X 12 MM, 12'-20' DEEP	LF	30	\$127.00	\$3,810.00
41	24" X 13.5 MM, 20'-26' DEEP	LF	30	\$134.00	\$4,020.00
42	27" X 10.5 MM, UP TO 12' DEEP	LF	25	\$140.00	\$3,500.00
43	27" X 13.5 MM, 12'-20' DEEP	LF	25	\$158.00	\$3,950.00
44	27" X 15 MM, 20' - 26' DEEP	LF	25	\$168.00	\$4,200.00
45	30" X 12 MM, UP TO 12' DEEP	LF	20	\$187.00	\$3,740.00
46	30" X 15 MM, 12- TO 20' DEEP	LF	20	\$205.00	\$4,100.00
47	30" X 16.5 MM, 20' - 26' DEEP	LF	20	\$216.00	\$4,320.00
48	36" X 12 MM, UP TO 12' DEEP	LF	15	\$285.00	\$4,275.00
49	36" X 13.5 MM, 12'-20' DEEP	LF	15	\$290.00	\$4,350.00
50	36" X 15 MM, 20'-26' DEEP	LF	15	\$304.00	\$4,560.00
TOTAL BID PRICE					\$98,485.00

ITEM #4 - FURNISH PIPE LINING AND RELATED SERVICES FOR THE SEWER
DIVISION, PUBLIC SERVICES DEPARTMENT

Page 5

CURED-IN-PLACE-PIPE (701 LF & UP)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
51	8" X 6 MM, UP TO 26' DEEP	LF	100	\$30.00	\$3,000.00
52	10" X 6 MM, UP TO 26' DEEP	LF	100	\$34.00	\$3,400.00
53	12" X 6 MM, UP TO 16' DEEP	LF	80	\$40.00	\$3,200.00
54	12" X 7.5 MM, UP TO 8' DEEP	LF	80	\$43.00	\$3,440.00
55	15" X 6 MM, UP TO 8' DEEP	LF	60	\$50.00	\$3,000.00
56	15" X 7.5 MM, 8'-12' DEEP	LF	60	\$60.00	\$3,600.00
57	15" X 9 MM, 12'-26' DEEP	LF	60	\$64.00	\$3,840.00
58	18" X 7.5 MM, UP TO 12' DEEP	LF	50	\$76.00	\$3,800.00
59	18" X 9 MM, 12' - 20' DEEP	LF	50	\$78.00	\$3,900.00
60	18" X 10.5 MM, 20'-26' DEEP	LF	50	\$80.00	\$4,000.00
61	21" X 9 MM, UP TO 12' DEEP	LF	40	\$105.00	\$4,200.00
62	21" X 10.5 MM, 12'-20' DEEP	LF	40	\$110.00	\$4,400.00
63	21" X 12 MM, 20'-26' DEEP	LF	40	\$115.00	\$4,600.00
64	24" X 9 MM, UP TO 12' DEEP	LF	30	\$118.00	\$3,540.00
65	24" X 12 MM, 12'-20' DEEP	LF	30	\$127.00	\$3,810.00
66	24" X 13.5 MM, 20'-26' DEEP	LF	30	\$134.00	\$4,020.00
67	27" X 10.5 MM, UP TO 12' DEEP	LF	25	\$140.00	\$3,500.00
68	27" X 13.5 MM, 12'-20' DEEP	LF	25	\$158.00	\$3,950.00
69	27" X 15 MM, 20'-26' DEEP	LF	25	\$168.00	\$4,200.00
70	30" X 12 MM, UP TO 12' DEEP	LF	20	\$187.00	\$3,740.00
71	30" X 15 MM, 12'-20' DEEP	LF	20	\$205.00	\$4,100.00
72	30" X 16.5 MM, 20'-26' DEEP	LF	20	\$216.00	\$4,320.00
73	36" X 12 MM, UP TO 12' DEEP	LF	15	\$285.00	\$4,275.00
74	36" X 13.5 MM, 12'-20' DEEP	LF	15	\$290.00	\$4,350.00
75	36" X 15 MM, 20'-26' DEEP	LF	15	\$304.00	\$4,560.00
TOTAL BID PRICE					\$96,745.00

ITEM #4 - FURNISH PIPE LINING AND RELATED SERVICES FOR THE SEWER
DIVISION, PUBLIC SERVICES DEPARTMENT

Page 6

RELATED SERVICES FOR CURED-IN-PLACE-PIPE

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
76	REMOTE CUTTING OF BRANCH SEWER SERVICE CONNECTION	EA	10	\$100.00	\$1,000.00
77	MAN-ENTRY CUTTING OF BRANCH SEWER SERVICE CONNECTION	EA	10	\$150.00	\$1,500.00
78	EXTERNAL RECONNECTION OF SEWER SERVICE BY EXCAVATION	EA	10	\$1,000.00	\$10,000.00
TOTAL BID PRICE					\$12,500.00

MOBILIZATION SERVICES

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
79	UP TO \$30,000 PER WORK ORDER	EA	1	\$5,000.00	\$5,000.00
80	30,001 TO \$60,000 PER WORK ORDER	EA	1	\$5,000.00	\$5,000.00
81	\$60,001 AND UP PER WORK ORDER	EA	1	\$5,000.00	\$5,000.00
82	REMOTE REMOVAL OF PROTRUDING SERVICE LATERAL	EA	10	\$300.00	\$3,000.00
83	ROOT REMOVAL IN 8" & 10" SEWERS	LF	1,500	\$12.00	\$18,000.00
84	ROOT REMOVAL IN 12" & 15" SEWERS	LF	1,200	\$14.00	\$16,800.00
85	ROOT REMOVAL IN 18" & 21" SEWERS	LF	750	\$16.00	\$12,000.00
86	ROOT REMOVAL IN 24" SEWERS	LF	500	\$21.00	\$10,500.00
87	ROOT REMOVAL IN 27" SEWERS	LF	400	\$24.00	\$9,600.00
88	ROOT REMOVAL IN 30" SEWERS	LF	300	\$28.00	\$8,400.00
89	ROOT REMOVAL IN 36" SEWERS	LF	200	\$33.00	\$6,600.00
90	TV INSPECTION OF 6"-12" SEWERS	LF	500	\$3.00	\$1,500.00
91	TV INSPECTION OF 15"-21" SEWERS	LF	400	\$4.00	\$1,600.00
92	TV INSPECTION OF 24"-36" SEWERS	LF	400	\$6.00	\$2,400.00
93	ADDITIONAL SETUP FOR TV INSPECTION	EA	10	\$350.00	\$3,500.00
94	BYPASSING SETUP FOR EACH 3" PUMP	EA	10	\$150.00	\$1,500.00
95	BYPASSING SETUP FOR EACH 4" PUMP	EA	8	\$170.00	\$1,360.00
96	BYPASSING SETUP FOR EACH 6" PUMP	EA	6	\$190.00	\$1,140.00
97	BYPASSING SETUP FOR EACH 8" PUMP	EA	4	\$210.00	\$840.00

ITEM #4 - FURNISH PIPE LINING AND RELATED SERVICES FOR THE SEWER
DIVISION, PUBLIC SERVICES DEPARTMENT

Page 7

98	BYPASSING FOR EACH 3" PUMP	PER HOUR	200	\$10.00	\$2,000.00
99	BYPASSING FOR EACH 4" PUMP	PER HOUR	160	\$10.00	\$1,600.00
100	BYPASSING FOR EACH 6" PUMP	PER HOUR	120	\$30.00	\$3,600.00
101	BYPASSING FOR EACH 8" PUMP	PER HOUR	80	\$35.00	\$2,800.00
102	NORMAL CLEANING, 8" & 10" SEWER	LF	2,200	\$2.00	\$4,400.00
103	HEAVY CLEANING, 8" & 10" SEWER	LF	1,800	\$2.50	\$4,500.00
104	NORMAL CLEANING, 12" & 15" SEWER	LF	1,300	\$2.75	\$3,575.00
105	HEAVY CLEANING, 12" & 15" SEWER	LF	1,100	\$3.50	\$3,850.00
106	NORMAL CLEANING, 18" & 21" SEWER	LF	800	\$3.75	\$3,000.00
107	HEAVY CLEANING, 18" & 21" SEWER	LF	950	\$5.00	\$4,750.00

MOBILIZATION SERVICES (CONTINUED)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
108	NORMAL CLEANING, 24" SEWER	LF	700	\$4.25	\$2,975.00
109	HEAVY CLEANING, 24" SEWER	LF	600	\$7.00	\$4,200.00
110	NORMAL CLEANING, 27" SEWER	LF	500	\$5.00	\$2,500.00
111	HEAVY CLEANING, 27" SEWER	LF	450	\$11.00	\$4,950.00
112	NORMAL CLEANING, 30" SEWER	LF	400	\$7.00	\$2,800.00
113	HEAVY CLEANING, 30" SEWER	LF	350	\$22.00	\$8,800.00
114	NORMAL CLEANING, 36" SEWER	LF	300	\$11.00	\$3,300.00
115	HEAVY CLEANING, 36" SEWER	LF	250	\$30.00	\$7,500.00
TOTAL BID PRICE					\$184,840.00

GRAND TOTAL BID PRICE	\$503,920.00
-----------------------	--------------

FILED

MAR 29 2012

EDDIE R. MYERS, CITY CLERK
By *[Signature]* Deputy Clerk

Cycle Construction Company, LLC

NAME OF COMPANY

6 East Third St.

STREET/P. O. ADDRESS

ITEM #4 - FURNISH PIPE LINING AND RELATED SERVICES FOR THE SEWER
DIVISION, PUBLIC SERVICES DEPARTMENT

Page 8

Kenner, LA 70062

CITY/STATE & ZIP CODE

(504) 467-1444 (504) 467-1222

PHONE NUMBER & FAX NUMBER

3/29/12

DATE OF BID

Jonathan N. Kernion President

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE



City of Hattiesburg, MS

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

Master

File Number: 2012-0696

File ID: 2012-0696

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: Accepting bids for One (1) New Blower Combination
Sewer Cleaner for the Sewer Division

Final Action:

Minute Book Number: MB2012-1/125 Remov

Title:

Acknowledge Receipt of Bids received on March 8, 2012 for One (1) New Blower Combination Sewer Cleaner for the Sewer Division and Accept the bid from Samson Equipment Company at a total cost of \$310,227.58 as the lowest and best bid received that meets the City's advertised specifications.

Notes:

Sponsors:

Enactment Date:

Attachments: 04-17-Accept Sewer Blower Truck.pdf

Enactment Number:

Contact:

Meeting Date: 04/17/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/17/2012					
	Notes: <i>Removed.</i>						

Text of Legislative File 2012-0696

Title

Acknowledge Receipt of Bids received on March 8, 2012 for One (1) New Blower Combination Sewer Cleaner for the Sewer Division and Accept the bid from Samson Equipment Company at a total cost of \$310,227.58 as the lowest and best bid received that meets the City's advertised specifications.

Summary

Accepting bids for One (1) New Blower Combination Sewer Cleaner for the Sewer Division



Mayor Johnny L. DuPree, Ph.D.

Council-Ward 1
Kim Bradley

Council-Ward 2
Deborah Denard Delgado

Council-Ward 3
Carter Carroll

Council Ward 4
Dave J. Ware

Council-Ward 5
Henry Naylor

To: Mayor Dupree, City Council

From : Arnold Landrum

Subject: Bid reviews for Blower/Sewer Truck

Date: March 14, 2012

After reviewing the bid specifications and bids submitted by the various vendors the bid by Waters International with a Vac -Con body does not meet specifications with a 12 yard body, the specifications call for a minimum of 15 yards. The specifications also call for an aluminum water cell not a polyethylene water tank.

The bid by Covington Sales and Service with a Vac -Con body does not meet specifications with a 12 yard body, the specifications call for a minimum of 15 yards. The specifications also call for an aluminum water cell not a polyethylene water tank.

The bid by Samson Equipment Company does meet specifications with a Vactor body

BID TABULATION

ITEM: One (1) New Blower Combination Sewer Cleaner

BIDS RECEIVED: March 8, 2012

VENDOR	TOTAL PRICE
Sansom Equipment Company	\$310,227.58
Sansom Equipment Company (alternate bid)	\$312,166.58
Waters International Trucks, Inc (does not meet specifications)	\$303,199.24
Covington Sales and Service, Inc (does not meet specifications)	\$303,900.00
Truck Equipment Sales, Inc	\$317,680.00



FULL PARTS & SERVICE LOCATIONS

QUOTE

1225 Vanderbilt Road
Birmingham, AL 35236

7760 Highland Avenue North
Mobile, AL 36608

Phone: 205-324-3104
Fax: 205-324-2679

Phone: 251-631-3766
Fax: 251-631-3768

Number SECQ1047

Date Mar 2, 2012

Sold To

City of Hattiesburg
Jeffery Green
Public Works Division
1202 James Street
1202 James Street
Hattiesburg, MS 39402

Phone (601) 545-4673
Fax (601) 545-4658

Ship To

City of Hattiesburg
Jeffery Green
Public Works Division
1202 James Street
1202 James Street
Hattiesburg, MS 39402

Phone (601) 545-4673
Fax (601) 545-4658

Your Sales Rep

Matt Vinson
Cell: 2512989398
matt@secequip.com

7760 Highland Avenue North
Mobile AL 36608

Terms

P.O. Number

Ship Via

Line	Qty	Description	Unit Price	Ext. Price
1	1	PD Blower, 16" Blower 15 Yard Debris Body Capacity 1300 Gallon Water Capacity/6X4 Chassis Only Standard Includes: One Aluminum Toolbox (Weather Proof Lockable) 48x22x24 Located Passenger Side on Subframe. (46849MW) Std on 6x4 and 4x2 Models, Aluminum Fenders, Mud Flaps, Electric/Hydraulic Four Way Boom, Color Coded Sealed Electrical System, Remote Pendant Control With 35' Cord, Vansco-Electronic Package: Vactor includes as standard-Chassis Tach, Blower Tach, Operating Mode, PTO Mode, Hydraulic Oil Temp Shutdown, (E-STOP-turns off rodder pump, turns off PTO A and PTO B, shuts off Aux Engine (if equipped), sets chassis throttle back to idle. Disables vacuum (opens vacuum disable). E-Stop Located @ Front Reel Controls, Rear Reel Controls, Pendant, Wireless Control (if equipped) and At Dump Control Location Machine Functions and Diagnostics (Chassis and Module), Double Acting Dump Hoist Cylinder, 2" Y-Strainer With 25' Fill Hose, Handgun Assy w/35' x 1/2" Hose With Quick Disconnects, Ex-Ten Steel Cylindrical Debris Tank, Flexible Hose Guide, (3) Nozzles with Carbide Inserts with Nozzle Rack (1) 30° Sand, (1) 30° Sanitary, (1) 15° Penetrator, Suction Tube Storage: Curbside 2 Pipe, Rear Door 2 Pipe, 1" Nozzle Pipe, Flat Rear Door w/Hydraulic Locks and Door Power Up, Power Down, Open/Close Feature (NO GRABBER), Dual 10" Stainless Steel Float Shut Off System/Rear Mounted, Debris Body Vacuum Relief System, Debris Deflector Plate, 48" Dump Height (Single Axle w/1000 Gallon Capacity), 60" Dump Height (Tandem Axle w/1300 & 1500 Gallon Capacities), Water Sight Gauge D/S & P/S, Liquid Float Level Indicator, SS Microstrainer Prior to Blower, Debris Body Vacuum Relief System, Blower Air Shift Controls, AUXILIARY COOLING PACKAGE FOR CHASSIS ENGINE - System provides additional cooling for the chassis engine, by routing the chassis coolant through a heat exchanger. AVAILABLE ON IH MAXXFORCE ENGINES ONLY, 180 Degree Rotation Non Telescopic Boom, Front loading 8" Suction Hose, Boom Transport Cradle, 60 GPM Variable Flow Water System, 3" Y-Strainer @ Water Pump with 3" Drain Valve, Performance Package: (Hyd Variable Flow, Dual PTO's, Dual Hyd Pumps), Water Relief Valve, 1", Midship Handgun Coupling, Side Mounted Water Pump, 400'x 1" Piranha Sewer Hose 2500 PSI, Hose Wind Guide (Dual Roller), Hose Footage Counter Front Side Of Hose Reel-Mechanical, Hose Reel Manual Hyd Extend/Retract, Hose Reel Chain Cover (Full), 15" Hydraulic		

FILED

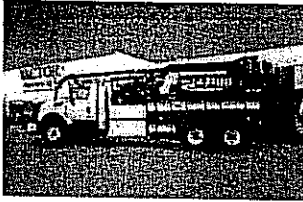
MAR 08 2012

EDDIE H. WATERS, DEPUTY CLERK
By: [Signature] Deputy Clerk

310,227

SEC WOULD LIKE TO THANK YOU FOR THE OPPORTUNITY TO PROVIDE YOU WITH OUR EQUIPMENT

Telescoping & 270° Rotating Hose Reel (800'x 1" Piranha or Aeroquip Capacity) w/ Dual Controls, Tachometer - Chassis Engine w/Hourmeter, HOURMETER FOR WATER PUMP OPERATION, HOURMETER FOR PTO OPERATION, Tachometer & Hourmeter - Blower, Circuit Breakers, LED Lights, Clearance, Back Up, Stop, Tail & Turn, 1+1 Vactor Manual-Partial Manual and CD Version, Tow Hooks, Front And Rear, Electronic Back-Up Alarm, Module Paint Wet-On-Wet (DuPont), 8" (15') Vacuum Pipe Package, Emergency Flare Kit, Fire Extinguisher 5 Lbs.



- | | | | | |
|----|---|---|--|--|
| 2 | 1 | DEBRIS BODY FLUSH OUT SYSTEM | | |
| 3 | 1 | 6" BUTTERFLY VALVE/ REAR DOOR LOCATED 6:00 POSITION | | |
| 4 | 1 | SUBMERSIBLE TRASH PUMP/ EXTERNAL MOUNTED - FORWARD WALL W/ FLOATING ARM/2.5 X 25' DRAIN HOSE AND HOSE HOLDER | | |
| 5 | 1 | FOLDING PIPE RACK/CURBSIDE | | |
| 6 | 1 | FOLDING PIPE RACK/STREET SIDE | | |
| 7 | 1 | SPLASH SHIELD - BOLTED TO BODY FLANGE REAR DOOR | | |
| 8 | 1 | LUBE MANIFOLD (INCLUDES OPTIONS 1023PA) | | |
| 9 | 1 | LOW WATER LIGHT AND ALARM AND WATER PUMP FLOW INDICATOR-GPM | | |
| 10 | 1 | 1500 GALLON WATER CAPACITY - ADDITIONAL ON 15 YD UNITS
6X4 CHASSIS REQUIRED, WILL HAVE 60" DUMP HEIGHT
(DEPENDING ON CHASSIS FRAME HEIGHT) | | |
| 11 | 1 | ELECTRONIC BLOWER ENGAGEMENT FRONT STATION CONTROL-FOR 3000
AND 4000 SERIES TRANSMISSIONS SERIES ALLISON. | | |
| 12 | 1 | 8 FT. HYDRAULIC TELESCOPIC BOOM WITH 180 DEGREE ROTATION | | |
| 13 | 1 | JOYSTICK CONTROL FOR BOOM FUNCTION (1) - FRONT | | |
| 14 | 1 | 80 GPM/2500 PSI WATER SYSTEM - ILO STD WATER SYSTEM | | |
| 15 | 1 | ACCUMULATOR SYSTEM FOR JET RODDER WATER SYSTEM | | |
| 16 | 1 | 500' X 1" PIRANHA SEWER HOSE/2500 PSI (IN LIEU OF STD) | | |
| 17 | 1 | RODDER PUMP DRAIN VALVES (2) | | |
| 18 | 1 | HANDGUN HOSE REEL - SPRING RETRACTABLE REEL WITH 50' HOSE
ASSEMBLY | | |
| 19 | 1 | TELESCOPING ROTATING HOSE REEL W/DUAL CONTROLS - CAPACITY:
600' X 1-1/4" AERO-QUIP OR 600' X 1-1/4" PIRANHA SEWER HOSE
800' X 1" SHARK SEWER HOSE
900' X 1" PIRANHA ARMOR BELT OR 900' X 1" PIRANHA ARMOR BELT
BEACON SEWER HOSE
1000' X 1" AERO-QUIP OR 1000' X 1" PIRANHA SEWER HOSE | | |

SEC WOULD LIKE TO THANK YOU FOR THE OPPORTUNITY TO PROVIDE YOU WITH OUR EQUIPMENT.

Line	Qty	Description	Unit Price	Ext. Price
20	1	SIGNAL-MASTER DIRECTIONAL ARROW ONE PIECE 10 LIGHTS - REAR		
21	1	HAND LIGHT WITH BUMPER PLUG		
22	1	FS DOT 3 - 6 LIGHT SYSTEM - ALL LED SYSTEM - 2 FED SIG MIRROR MOUNT STROBES, 2 MID-SHIP, 2 REAR MOUNTED OVAL LED QUAD FLASH STROBES		
23	1	LED WORK LIGHTS (2) ON ALL BOOMS		
24	1	46849MQ/16x12x18 FRONT BUMPER TOOLBOXES (2) PD or FAN 4X2 & 6X4 CHASSIS 1000, 1300, 1500 GALLON CAPACITIES		
25	1	46849DY/24W x 24H x 24D TOOLBOX PD or FAN 6X4 CHASSIS ONLY 1500 GALLON ONLY Located Rear of Boom Guard Area		
26	1	8" x 5' Aluminum Pipe Assy		
27	1	8" x 5' Aluminum Pipe Assy		
28	1	8" x 5' Aluminum Pipe Assy		
29	1	8" Quick Clamp Assy		
30	1	8" Quick Clamp Assy		
31	1	8" Quick Clamp Assy		
32	1	Freightliner - PSFT370A-2013 Tandem		

SubTotal	\$310,227.58
Tax	\$0.00
Shipping	\$0.00
Total	\$310,227.58

SEC WOULD LIKE TO THANK YOU FOR THE OPPORTUNITY TO PROVIDE YOU WITH OUR EQUIPMENT

P.D.BLOWER COMBINATION SEWER CLEANER

GENERAL SPECIFICATIONS

The machine will be used for removing sand, stones, bottles, cans, grease, sludge and other debris from sanitary sewer and/or storm drain lines by the flushing action of high pressure water. The unit shall include a positive displacement (vacuum) blower and a hydraulically driven high pressure water pump. The machine shall be equipped with self-contained water supply as the water source for the high-pressure pump. The system shall have a capability of operating both vacuum and rodder simultaneously at rated operating pressure.

The machine shall include an enclosed and sealed body for storage of the collected debris and self-contained water supply as the water source for the high-pressure pump.

As it is the intent that this unit will have an anticipated life of ten years the manufacturer should answer the following general questions. Only bids from manufactures that have experience in manufacturing combination sewer cleaners will be considered.

How long has manufacturer been in the business of manufacturing?
combination sewer cleaners?

60 + YRS

How many units of this type has the manufacturer produced? 10,000

X YES NO

Is unit bid a current production model?

X YES NO

Bidder has enclosed manufactures literature, specifications and all pertinent information concerning this bid?

X YES NO

Bid proposal was filled out thoroughly and all pertinent information requested was provided and any deviations thoroughly explained?

X YES NO

P.D.BLOWER COMBINATION SEWER CLEANER

DEBRIS BODY

The debris storage body shall be constructed of a minimum 3/16" corrosion and abrasion resistant steel with a minimum yield point of 50,000 PSI and a minimum tensile strength of 70,000 PSI.

yes

The body shall be round for maximum strength and have a minimum Volumetric capacity of 15 cubic yards

yes

The body shall have a rear door that is hinged at the top and is equipped with a replaceable neoprene seal to prevent leakage.

yes

Flat or domed style rear door with four (4) individual rod and receiver block type or 5 locks controlled by sequential door locking system. Door shall have hydraulic locks and door power up, power down, open/close feature.

yes

The body shall be supplied with a load level indicator to show when the body is loaded to capacity.

yes

The rear door shall be equipped with a 6" drain port and 10' body drain hose this allows operator to drain off excess liquids while retaining solids.

yes

Debris body shall be dumped by raising the body to a 50° utilizing a forward mounted, double acting hydraulic dump cylinder.

yes

The debris body shall be fixtured on an independent frame, separate from the chassis frame and mounted via a 3-point mounting system or shear plate mounted to allow flexing to occur without causing frame damage.

yes

To achieve best possible material separation and minimize material being discharged to atmosphere, the positive displacement blower shall draw air from 2 separate ports in the debris body.

yes

The body shall incorporate dual air ducting system a dual stainless steel ball float shutoff system W/high impact corrosion resistant screens or automatic vacuum breaker shut off with cover for protection.

yes

Dump controls and accessory controls shall be provided at a central curbside location, directly behind the cab of the truck.

yes

Splash shield shall be provided.

yes

Cyclone separators shall be included.

yes

P.D.BLOWER COMBINATION SEWER CLEANER

A submersible trash pump must be included and be mounted on the exterior.

yes

Debris must be equipped with a flush out system.

yes

WATER TANKS

Water tanks must have a certified-metered capacity of 1500 gallons.

yes

The 1500 gallon capacity shall be achieved via multiple cylindrical cells.

yes

The aluminum water cells shall not require internal coatings and shall be easily repaired or patched if required.

yes

The cells shall be hung via steel or rubber lined "J" straps which allow the cells to easily be removed from the unit if required.

yes

The water cells shall be located beginning directly behind the cab of the truck and end at the very rear of the unit, thus providing the best possible weight distribution.

yes

The water tanks shall be adequately vented and connected to provide complete filling. A minimum 4" and 4" connection between tanks shall be provided.

yes

The water tanks shall be totally separate from the debris tanks and provide no structural support.

yes

All water cells shall be positioned at or below the frame of the unit, thus providing the best possible and lowest available center of gravity.

yes

The water tanks shall share no common walls with the debris tanks to prevent corrosion.

yes

The water tank shall come equipped with an anti-siphon device and 25' of hydrant fill hose and fittings. A water level sight gauge shall also be provided.

yes

The water tanks shall come supplied with a 2" Y pattern filter with an 80 mesh stainless steel strainer to filter the water before it enters the water tank.

yes

The water tanks shall carry a 10 year warranty against corrosion or cracking.

yes

P.D.BLOWER COMBINATION SEWER CLEANER

A low water alarm with light should be provided with unit.

yes

VACUUM SYSTEM

A positive displacement rotary lobe shall provide the vacuum.
A rotary lobe type blower capable of 4500 cfm inlet volume @ 0" Hg.,
3620 cfm @ 16" Hg and 2250 RPMs.

yes

The vacuum system shall incorporate a stainless steel final filter screen and housing, located prior to the blower inlet for added protection.
For added protection to vacuum system, two vacuum reliefs shall be incorporated, set at 16" Hg.

yes

yes

The blower, transfer case and hydraulic power shall be controlled by air shift control, located in the cab, or hydrostatically.

yes

Electronic blower engagement front station control at hose reel

yes

VACUUM SYSTEM DRIVE

Blower shall be driven from the chassis engine via the transmission drive shafts and heavy-duty split shaft transfer case, direct to blower with no v-belts to maintain or adjust or hydrostatic drive Front PTO

yes

The blower will be provided with a silencer with exhaust above the cab with rain cap.

yes

VACUUM SYSTEM PICK-UP HOSE

Shall be designed for front end operation with hose mounted and stored at front mounted workstation. Front mounted location is desired for ease of positioning vacuum hose as well as minimizing need for operator to swing hose into traffic.

yes

All connections between debris body and vacuum system will be of the self-adjusting pressure fitting type.

yes

All hose and tubes shall be 8" I.D. and will remain stationary and not raise with debris body in order to minimize possibility of running vacuum hose into power lines and low hanging branches. The upper debris tube shall consist of an anchored steel tube for additional life.

yes

Unit shall have at least 30' of vacuum pipe.

yes

P.D.BLOWER COMBINATION SEWER CLEANER

Boom should be at least 8 feet in length and have telescoping abilities.

Yes

BOOM

The lift and swing movements shall be accomplished by cylinder or worm gear rotation. Gear and chain type rotations are not preferred due to maintenance considerations.

Yes

The boom shall be operated by an electric-over-hydraulic system which draws its power from hydraulic pump mounted to the transfer case or chassis engine.

Yes

The boom shall be hydraulically driven up, down, left and right directions. Boom shall be controlled by a remote push button control station by cable to the hydraulic power swing and lift cylinders.

Yes

The boom pendant control shall come equipped with control switches for all directions as well as a safety emergency shutdown button which automatically eliminates power to the boom.

Yes

A cab protection device with boom cradle, independent of cab that will protect cab and prevent boom sway while in transit.

Yes

Pipe extensions will be included to allow operator to clean to depths of 20'. This will include a 6'6" catch basin nozzle with a steel reinforced tip. Pipe should include sufficient adjustable over-center quick clamps to join the aluminum flanged suction pipe.

Yes

The vacuum hose will be mounted on a boom which will rotate a minimum of 180° and provide 179" of reach off the centerline of the unit.

Yes

Lights are to be provide and mounted to boom.

Yes

HIGH PRESSURE WATER PUMP

The water pump should be capable of smooth and pulsating flow.

Yes

The positive displacement, high-pressure water pump shall be a double acting, single piston pump hydraulically operated direct from a hydraulic pump or triplex pump.

Yes

The hydraulic flow to drive the water pump will be from a hydraulic

P.D.BLOWER COMBINATION SEWER CLEANER

oil pump driven by the heavy duty split shaft transfer case or PTO. The water pump shall operate with oil to water ratio of 1 to 1.

yes

The rated design capacity of the high-pressure water pump shall be 100 GPM or 2500 PSI. This capacity shall insure long pump life.

yes

The hydraulic pump and water pump shall be sized to allow the water system to operate at a minimum 60 GPM at 2000 PSI continuous duty operation.

yes

Standard operation of the pump should produce 80 GPM @ 2500 PSI.

yes

The water pump shall cycle approximately every 4 1/2 seconds. This pump cycle shall provide an automatic "Jack Hammer" action in the hose to assist the nozzle in breaking through obstructions.

yes

The water pump location shall provide a flooded suction inlet to eliminate potential cavitation damage. The water pump location shall be certified by the pump manufacturer.

yes

The high-pressure water pump will be designed so no damage will occur if run at normal operating pressure without water for 30 minutes. A certification by the original water pump manufacturer to operate in such a manner shall be provided.

yes

The water pump shall have a 3" Y-type strainer with a minimum 80 mesh stainless steel filter media and a 3" water shutoff valve located in the water pump suction line.

yes

Drain valves for the water pump are to be included.

yes

The positive displacement water pump will have the capability to purge residual water out of the water system by pumping air through entire water system. Drain plugs will be provided in the bottom section of the water pump for complete cold weather draining.

yes

The water pump shall be capable of maximum water pressure and flow while achieving maximum vacuum capability. The water pump shall operate independent of vacuum system.

yes

An oil to water heat exchanger will be provided in the water system to

P.D. BLOWER COMBINATION SEWER CLEANER

cool all hydraulic fluids on the unit or air to oil.

yes

State Rpm of water pump.

yes

Water pump shall have capabilities of being engaged and disengaged from driving mechanism at the front control panel by turning on or off an electric switch, thus providing added control and safety.

yes

Water system must have the ability to vary flow from zero to maximum system flow. Flow must be varied by a hydraulically controlled system. Any system that relies on the use of a manual ball valve is unacceptable. The use of a dump valve to achieve flow variation is also unacceptable.

yes

FRONT MOUNTED HOSE REEL

Hose reel must be mounted to the front of the chassis of the truck.

yes

Hose reel must be able to rotate 180 degrees and must stay within the headlights of the truck.

yes

A hose reel assembly will be mounted on an independent frame which can be removed from brackets attached permanently to main truck frame members.

yes

Hose reel will be manufactured out of 1/4" spun steel for added structural strength. This spun steel will require no internal or external reinforcements which could damage rodder hose.

yes

Hose reel will be constructed to hydraulically extend forward 15", providing full access to the chassis engine. The hose reel extension function shall be provided via a hydraulic cylinder, not a manual jack.

yes

Hose reel will have a minimum capacity of 800' of 1" I.D. rodder hose.

yes

Hose reel will be driven via a hydraulic motor with a dual sprocket and chain system. The motor shall control the reel speed and forward or reverse rotation.

yes

Hose reel will have a one inch rotating swivel joint that is adjustable and have replaceable seals on the inlet line to provide free rotation of hose reel.

yes

All operating controls will be located on the hose reel.

yes

P.D. BLOWER COMBINATION SEWER CLEANER

HIGH PRESSURE JET HOSE

Jet hose will be supplied that is 1" I.D. and has operating pressure of 2500 PSI and a burst pressure of 6250 PSI. 500' of hose will be supplied with unit.

Yes

Two jet nozzles will come furnished with the unit. A 15° sand nozzle and a 30° sanitary nozzle shall be furnished. These nozzles should both be equipped with tungsten carbide orifices for added life.

Yes

A flexible hose guide will be provided with restraining rope, for protection of rodder hose and to provide help in locating nozzles in sewer lines.

Yes

HYDRAULIC SYSTEM

The hydraulic reservoir shall have a 50-gallon capacity. The hydraulic reservoir shall be baffled with a suction line filter.

Yes

The reservoir shall have an inspection hatch for maintenance.

Yes

An oil level sight gauge shall be supplied

Yes

The tank shall be totally modular component and easily removed from its storage area.

Yes

10-micron spin on type hydraulic filter shall be supplied

Yes

A lube manifold shall be included in the machine.

Yes

HANDGUN MANHOLE CLEANING SYSTEM

The positive displacement, double acting, single piston high pressure water pump will be utilized to supply 20 GPM at 600 PSI (relieved to protect operator) to the wash down handgun system.

Yes

A handgun will be supplied that comes equipped with 50' of 1/2" wire reinforced hose. The handgun shall come equipped with quick connect coupler. The hose reel should also be retractable.

Yes

Handgun system will include a midship connection that allow the operator to deliver water to area served by pick-up hose and to the inside of the debris body for clean out. The handgun should allow for changing of flow pattern from a fine mist to a steady stream.

Yes

P.D.BLOWER COMBINATION SEWER CLEANER

ELECTRICAL

The entire electrical system shall be vapor sealed to eliminate moisture damage to NEMA 4 (National Electrical Mfg. Assoc.) standards.

yes

The electrical system shall require a multi-plex type system capable of troubleshooting, diagnostics, and on-board monitoring. In addition, the system shall incorporate safety inter-locks to prevent accidental system activation.

yes

The electrical system shall require a color display screen at the operator station capable of displaying all system diagnostics and gauges.

yes

All electrical connections shall require no exposed wires or terminals.

yes

All light bulbs shall be shock mounted to eliminate bulb failure.

yes

All wiring shall be color coded and run in sealed terminal boxes.

yes

FRONT OPERATING STATION AND CONTROLS

Operator station will be located at the front of the truck at the right side of the hose reel.

yes

Controls and gauges to include:

yes

High pressure water pump on-off

yes

Hose reel forward-reverse valve

yes

Adjustable hose reel speed control

yes

Oil dampened water pressure gauge

yes

Boom controls

yes

Hose reel extend/retract control

yes

Blower tachometer w/hour meter

yes

Vacuum gauge

yes

Digital color diagnostic control panel

yes

Electronic E-Stop at each control station location

yes

Digital Flow Meter located at front operator station

yes

MOUNTING

Unit will be mounted on approved truck chassis at the factory of body manufacturer.

yes

PAINT

P.D.BLOWER COMBINATION SEWER CLEANER

All metal surfaces shall be shot or sand blasted prior to painting.

yes

All surfaces shall be cleaned by phosphorous wash process prior to painting

yes

Module shall have a minimum of two and one half mil of suitable primer coat applied

yes

Module shall have minimum of two and one half mil finish paint applied

yes

Module and components shall be painted prior to assembly process

yes

All hose and fittings, as well as electrical wires and connections shall not be painted.

yes

ADDITIONAL ACCESSORIES

(2) front bumper toolboxes shall be provided.

yes

(2) 18x24x24 Aluminum toolboxes to be included.

yes

Rear-mounted traffic arrow board is to be provided.

yes

Safety mirror strobes are to be mounted on truck.

yes

Safety midship and rear alternating flashers are to be included.

yes

DELIVERY AND PRICE

Total price of unit \$ 310,227.58

Delivery in days 180-220 DAYS

Please list any preventative maintenance programs and/or guaranteed buy back programs that are available listed separately

P.D.BLOWER COMBINATION SEWER CLEANER

MINIMUM CHASSIS SPECIFICATIONS

Engine & Equipment

330 HP Diesel Engine *Exceed - 370 HP*
Air compressor, 18.7 CFM with internal safety valve *yes*
Exhaust: RH under single DPF mounted in cab access with single vertical side of cab tailpipe. *yes*
Alternator 130 amp *Exceed - 160 Amp*
Batteries 3 threaded post 2100 CCA dual purpose *Exceed - 2250 CCA*
6 gallon DEF tank *Exceed - 13 gallon*
Transmission & Clutch

3000RDS 6-speed with PTO drive gear Includes heat exchanger & oil level sensor.
Rugged Duty Series for vocational applications. Transynd transmission fluid.

yes

Front Axle & Equipment

Front Axle 20,000 lbs.
Front brakes 16-1/2x6 in. 22,000lbs
Dust shields: all front axles
Front Springs flat leaf w/ graphite bronze bushings with seals
Front Shock Absorbers

yes to ALL

Rear Axle & Equipment

Dual Rear Axle 46,000
5.63 Rear Axle Ratio
Dual Rear Brakes 16-1/2x7 in. to 46,000 lbs
Dust shields: all rear axles
Haldex Goldseal longstroke 2-Drive Axles spring parking chambers
Gunit automatic rear slack adjusters
Organic SAE 80/90 Rear Axle Lube
54" axle spacing
Steel beams and bronze center bushings with bar pin adjustable end connections

yes to ALL

Tires & Wheels

Continental HTC 425/65R22.5 20 PLY Radial Front Tires or Equivalent
Continental HDL ECO Plus 11R22.5 16PLY Radial Rear Tires or Equivalent

yes

Frame & Equipment

260" Wheelbase

yes

P.D.BLOWER COMBINATION SEWER CLEANER

7/16X3-9/16X11-1/8 Inch Steel Frame
1/4 Inch C-Channel Inner Frame Reinforcement
71" Frame overhang
6" Integral Front Frame Extension
Battery box located on LH side.

yes to ALL

Fuel Tanks & Equip

Fuel tank 100 US Gal, 23" aluminum.

yes

Cab & Equipment

Cab: Curbed glass conventional
Cab heater with integral defrosters & A/C 45,000 btu cab heater.
DR seat Air Cushion Plus HB Cloth with dual armrest
RD seat toolbox plus HB cloth with dual armrest
Radio AM/FM/CD/weather band with LED lighting
LH and RH 8" Molded-In Color Convex mounted under primary mirrors

yes to ALL

Lights and Instruments

Circuit breakers replacing fuses
Air Dryer Bendix AD-IS heated

yes to ALL

PAINT UNIT WHITE

PLEASE DETAIL ALL WARRANTIES ON CHASSIS AND BODY

Please include reference list of users in area Listed on separate sheet

Please list any buyback programs available Listed on separate sheet

Please list any preventative maintenance programs available Listed on separate sheet

Does bidder offer ON SITE WARRANTY at NO COST yes?

Please list options for a 3 year and 5 year lease purchase Listed on separate sheet

Delivery in Days 180 - 220

Price \$ 310, 227.58

Preventative Maintenance Program Cost Quarterly - \$2,000.00/year

Bidder:

Company SANSON Equipment Co.

Representative Matt Vinson

Phone 251-631-3766



FULL PARTS & SERVICE LOCATIONS

1225 Vanderbilt Road
Birmingham, AL 35236

Phone: 205-324-3104
Fax: 205-324-2679

7760 Highland Avenue North
Mobile, AL 36608

Phone: 251-631-3766
Fax: 251-631-3768

QUOTE

Number SECQ1045

Date Mar 2, 2012

Sold To

City of Hattiesburg
Jeffery Green
Public Works Division
1202 James Street
1202 James Street
Hattiesburg, MS 39402

Phone (601) 545-4673
Fax (601) 545-4658

Ship To

City of Hattiesburg
Jeffery Green
Public Works Division
1202 James Street
1202 James Street
Hattiesburg, MS 39402

Phone (601) 545-4673
Fax (601) 545-4658

Your Sales Rep

Matt Vinson
Cell: 2512989398
matt@secequip.com

7760 Highland Avenue North
Mobile AL 36608

Terms

P.O. Number

Ship Via

Line	Qty	Description	Unit Price	Ext. Price
------	-----	-------------	------------	------------

1	1	PD Blower, 16" Blower 15 Yard Debris Body Capacity 1300 Gallon Water Capacity/6X4 Chassis Only Standard Includes: One Aluminum Toolbox (Weather Proof Lockable) 48x22X24 Located Passenger Side on Subframe. (46849MW) Std on 6x4 and 4x2 Models, Aluminum Fenders, Mud Flaps, Electric/Hydraulic Four Way Boom, Color Coded Sealed Electrical System, Remote Pendant Control With 35' Cord, Vansco-Electronic Package: Vactor includes as standard-Chassis Tach, Blower Tach, Operating Mode, PTO Mode, Hydraulic Oil Temp Shutdown, (E-STOP-turns off rodder pump, turns off PTO A and PTO B, shuts off Aux Engine (if equipped), sets chassis throttle back to idle. Disables vacuum (opens vacuum disable). E-Stop Located @ Front Reel Controls, Rear Reel Controls, Pendant, Wireless Control (if equipped) and At Dump Control. Location Machine Functions and Diagnostics (Chassis and Module), Double Acting Dump Hoist Cylinder, 2" Y-Strainer With 25' Fill Hose, Handgun Assy w/35' x 1/2" Hose With Quick Disconnects, Ex-Ten Steel Cylindrical Debris Tank, Flexible Hose Guide, (3) Nozzles with Carbide Inserts with Nozzle Rack (1) 30° Sand, (1) 30° Sanitary, (1) 15° Penetrator, Suction Tube Storage: Curbside 2 Pipe, Rear Door 2 Pipe, 1" Nozzle Pipe, Flat Rear Door w/Hydraulic Locks and Door Power Up, Power Down, Open/Close Feature (NO GRABBER), Dual 10" Stainless Steel Float Shut Off System/Rear Mounted, Debris Body Vacuum Relief System, Debris Deflector Plate, 48" Dump Height (Single Axle w/1000 Gallon Capacity), 60" Dump Height (Tandem Axle w/1300 & 1500 Gallon Capacities), Water Sight Gauge D/S & P/S, Liquid Float Level Indicator, SS Microstrainer Prior to Blower, Debris Body Vacuum Relief System, Blower Air Shift Controls, AUXILIARY COOLING PACKAGE FOR CHASSIS ENGINE - System provides additional cooling for the chassis engine, by routing the chassis coolant through a heat exchanger. AVAILABLE ON IH MAXXFORCE ENGINES ONLY, 180 Degree Rotation Non Telescopic Boom, Front loading 8" Suction Hose, Boom Transport Cradle, 60 GPM Variable Flow Water System, 3" Y-Strainer @ Water Pump with 3" Drain Valve, Performance Package: (Hyd Variable Flow, Dual PTO's, Dual Hyd Pumps), Water Relief Valve, 1", Midship Handgun Coupling, Side Mounted Water Pump, 400'x 1" Piranha Sewer Hose 2500 PSI, Hose Wind Guide (Dual Roller), Hose Footage Counter Front Side Of Hose Reel-Mechanical, Hose Reel Manual Hyd Extend/Retract, Hose Reel Chain Cover (Full), 15" Hydraulic		
---	---	--	--	--

FILED

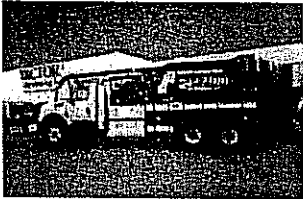
MAR 08 2012

EDDIE R. MYERS, CITY CLERK
By: [Signature] Deputy Clerk

312,166.38

Conan

SEC WOULD LIKE TO THANK YOU FOR THE OPPORTUNITY TO PROVIDE YOU WITH OUR EQUIPMENT.

Line	Qty	Description	Unit Price	Ext. Price
		Telescoping & 270° Rotating Hose Reel (800'x 1" Piranha or Aeroquip Capacity) w/ Dual Controls, Tachometer - Chassis Engine w/Hourmeter, HOURMETER FOR WATER PUMP OPERATION, HOURMETER FOR PTO OPERATION, Tachometer & Hourmeter - Blower, Circuit Breakers, LED Lights, Clearance, Back Up, Stop, Tail & Turn, 1+1 Vactor Manual-Partial Manual and CD Version, Tow Hooks, Front And Rear, Electronic Back-Up Alarm, Module Paint Wet-On-Wet (DuPont), 8" (15') Vacuum Pipe Package, Emergency Flare Kit, Fire Extinguisher 5 Lbs.		
				
2	1	DEBRIS BODY FLUSH OUT SYSTEM		
3	1	6" BUTTERFLY VALVE/REAR DOOR LOCATED 6:00 POSITION		
4	1	SUBMERSIBLE TRASH PUMP/ EXTERNAL MOUNTED - FORWARD WALL W/ FLOATING ARM/2.5 X 25' DRAIN HOSE AND HOSE HOLDER		
5	1	FOLDING PIPE RACK/CURBSIDE		
6	1	FOLDING PIPE RACK/STREET SIDE		
7	1	SPLASH SHIELD - BOLTED TO BODY FLANGE REAR DOOR		
8	1	LUBE MANIFOLD (INCLUDES OPTIONS 1023PA)		
9	1	LOW WATER LIGHT AND ALARM AND WATER PUMP FLOW INDICATOR-GPM		
10	1	1500 GALLON WATER CAPACITY - ADDITIONAL ON 15 YD UNITS 6X4 CHASSIS REQUIRED, WILL HAVE 60" DUMP HEIGHT (DEPENDING ON CHASSIS FRAME HEIGHT)		
11	1	ELECTRONIC BLOWER ENGAGEMENT FRONT STATION CONTROL-FOR 3000 AND 4000 SERIES TRANSMISSIONS SERIES ALLISON.		
12	1	8 FT. HYDRAULIC TELESCOPIC BOOM WITH 180 DEGREE ROTATION		
13	1	JOYSTICK CONTROL FOR BOOM FUNCTION (1) - FRONT		
14	1	80 GPM/2500 PSI WATER SYSTEM - ILO STD WATER SYSTEM		
15	1	ACCUMULATOR SYSTEM FOR JET RODDER WATER SYSTEM		
16	1	500' X 1" PIRANHA SEWER HOSE/2500 PSI (IN LIEU OF STD)		
17	1	RODDER PUMP DRAIN VALVES (2)		
18	1	HANDGUN HOSE REEL - SPRING RETRACTABLE REEL WITH 50' HOSE ASSEMBLY		
19	1	TELESCOPING ROTATING HOSE REEL W/DUAL CONTROLS - CAPACITY: 600' X 1-1/4" AERO-QUIP OR 600' X 1-1/4" PIRANHA SEWER HOSE 800' X 1" SHARK SEWER HOSE 900' X 1" PIRANHA ARMOR BELT OR 900' X 1" PIRANHA ARMOR BELT BEACON SEWER HOSE 1000' X 1" AERO-QUIP OR 1000' X 1" PIRANHA SEWER HOSE		

SEC WOULD LIKE TO THANK YOU FOR THE OPPORTUNITY TO PROVIDE YOU WITH OUR EQUIPMENT.

Line	Qty	Description	Unit Price	Ext. Price
20	1	SIGNAL-MASTER DIRECTIONAL ARROW ONE PIECE 10 LIGHTS - REAR		
21	1	HAND LIGHT WITH BUMPER PLUG		
22	1	FS DOT 3 - 6 LIGHT SYSTEM - ALL LED SYSTEM - 2 FED SIG MIRROR MOUNT STROBES, 2 MID-SHIP, 2 REAR MOUNTED OVAL LED QUAD FLASH STROBES		
23	1	LED WORK LIGHTS (2) ON ALL BOOMS		
24	1	46849MQ/16x12x18 FRONT BUMPER TOOLBOXES (2) PD or FAN 4X2 & 6X4 CHASSIS 1000, 1300, 1500 GALLON CAPACITIES		
25	1	46849DY/24W x 24H x 24D TOOLBOX PD or FAN 6X4 CHASSIS ONLY 1500 GALLON ONLY Located Rear of Boom Guard Area		
26	1	8" x 5' Aluminum Pipe Assy		
27	1	8" x 5' Aluminum Pipe Assy		
28	1	8" x 5' Aluminum Pipe Assy		
29	1	8" Quick Clamp Assy		
30	1	8" Quick Clamp Assy		
31	1	8" Quick Clamp Assy		
32	1	Kenworth - T440 - PSKT370A-2013 Tandem		
			SubTotal	\$312,166.58
			Tax	\$0.00
			Shipping	\$0.00
			Total	\$312,166.58

SEC WOULD LIKE TO THANK YOU FOR THE OPPORTUNITY TO PROVIDE YOU WITH OUR EQUIPMENT

P.D.BLOWER COMBINATION SEWER CLEANER

GENERAL SPECIFICATIONS

The machine will be used for removing sand, stones, bottles, cans, grease, sludge and other debris from sanitary sewer and/or storm drain lines by the flushing action of high pressure water. The unit shall include a positive displacement (vacuum) blower and a hydraulically driven high pressure water pump. The machine shall be equipped with self-contained water supply as the water source for the high-pressure pump. The system shall have a capability of operating both vacuum and rodder simultaneously at rated operating pressure.

The machine shall include an enclosed and sealed body for storage of the collected debris and self-contained water supply as the water source for the high-pressure pump.

As it is the intent that this unit will have an anticipated life of ten years the manufacturer should answer the following general questions. Only bids from manufactures that have experience in manufacturing combination sewer cleaners will be considered.

How long has manufacturer been in the business of manufacturing?
combination sewer cleaners?

60+ YRS

How many units of this type has the manufacturer produced? 10000

X YES NO

Is unit bid a current production model?

X YES NO

Bidder has enclosed manufactures literature, specifications and all pertinent information concerning this bid?

X YES NO

Bid proposal was filled out thoroughly and all pertinent information requested was provided and any deviations thoroughly explained?

X YES NO

P.D.BLOWER COMBINATION SEWER CLEANER

DEBRIS BODY

The debris storage body shall be constructed of a minimum 3/16" corrosion and abrasion resistant steel with a minimum yield point of 50,000 PSI and a minimum tensile strength of 70,000 PSI.

yes

The body shall be round for maximum strength and have a minimum Volumetric capacity of 15 cubic yards

yes

The body shall have a rear door that is hinged at the top and is equipped with a replaceable neoprene seal to prevent leakage.

yes

Flat or domed style rear door with four (4) individual rod and receiver block type or 5 locks controlled by sequential door locking system. Door shall have hydraulic locks and door power up, power down, open/close feature.

yes

The body shall be supplied with a load level indicator to show when the body is loaded to capacity.

yes

The rear door shall be equipped with a 6" drain port and 10' body drain hose this allows operator to drain off excess liquids while retaining solids.

yes

Debris body shall be dumped by raising the body to a 50° utilizing a forward mounted, double acting hydraulic dump cylinder.

yes

The debris body shall be fixtured on an independent frame, separate from the chassis frame and mounted via a 3-point mounting system or shear plate mounted to allow flexing to occur without causing frame damage.

yes

To achieve best possible material separation and minimize material being discharged to atmosphere, the positive displacement blower shall draw air from 2 separate ports in the debris body.

yes

The body shall incorporate dual air ducting system a dual stainless steel ball float shutoff system W/high impact corrosion resistant screens or automatic vacuum breaker shut off with cover for protection.

Dump controls and accessory controls shall be provided at a central curbside location, directly behind the cab of the truck.

yes

Splash shield shall be provided.

yes

Cyclone separators shall be included.

yes

P.D.BLOWER COMBINATION SEWER CLEANER

A submersible trash pump must be included and be mounted on the exterior.

yes

Debris must be equipped with a flush out system.

yes

WATER TANKS

Water tanks must have a certified-metered capacity of 1500 gallons.

yes

The 1500 gallon capacity shall be achieved via multiple cylindrical cells.

yes

The aluminum water cells shall not require internal coatings and shall be easily repaired or patched if required.

yes

The cells shall be hung via steel or rubber lined "J" straps which allow the cells to easily be removed from the unit if required.

yes

The water cells shall be located beginning directly behind the cab of the truck and end at the very rear of the unit, thus providing the best possible weight distribution.

yes

The water tanks shall be adequately vented and connected to provide complete filling. A minimum 4" and 4" connection between tanks shall be provided.

yes

The water tanks shall be totally separate from the debris tanks and provide no structural support.

yes

All water cells shall be positioned at or below the frame of the unit, thus providing the best possible and lowest available center of gravity.

yes

The water tanks shall share no common walls with the debris tanks to prevent corrosion.

yes

The water tank shall come equipped with an anti-siphon device and 25' of hydrant fill hose and fittings. A water level sight gauge shall also be provided.

yes

The water tanks shall come supplied with a 2"Y" pattern filter with an 80 mesh stainless steel strainer to filter the water before it enters the water tank.

yes

The water tanks shall carry a 10 year warranty against corrosion or cracking.

yes

P.D.BLOWER COMBINATION SEWER CLEANER

A low water alarm with light should be provided with unit.

yes

VACUUM SYSTEM

A positive displacement rotary lobe shall provide the vacuum.
A rotary lobe type blower capable of 4500 cfm inlet volume @ 0" Hg.,
3620 cfm @ 16" Hg and 2250 RPMs.

yes

The vacuum system shall incorporate a stainless steel final filter screen
and housing, located prior to the blower inlet for added protection.
For added protection to vacuum system, two vacuum reliefs shall be
incorporated, set at 16" Hg.

yes

yes

The blower, transfer case and hydraulic power shall be controlled by
air shift control, located in the cab, or hydrostatically.

yes

Electronic blower engagement front station control at hose reel

yes

VACUUM SYSTEM DRIVE

Blower shall be driven from the chassis engine via the transmission drive
shafts and heavy-duty split shaft transfer case, direct to blower with no
v-belts to maintain or adjust or hydrostatic drive Front PTO

yes

The blower will be provided with a silencer with exhaust above
the cab with rain cap.

yes

VACUUM SYSTEM PICK-UP HOSE

Shall be designed for front end operation with hose mounted and stored
at front mounted workstation. Front mounted location is desired for ease
of positioning vacuum hose as well as minimizing need for operator to
swing hose into traffic.

yes

All connections between debris body and vacuum system will be of the
self-adjusting pressure fitting type.

yes

All hose and tubes shall be 8" I.D. and will remain stationary and not
raise with debris body in order to minimize possibility of running
vacuum hose into power lines and low hanging branches. The upper
debris tube shall consist of an anchored steel tube for additional life.

yes

Unit shall have at least 30' of vacuum pipe.

yes

P.D.BLOWER COMBINATION SEWER CLEANER

Boom should be at least 8 feet in length and have telescoping abilities.

yes

BOOM

The lift and swing movements shall be accomplished by cylinder or worm gear rotation. Gear and chain type rotations are not preferred due to maintenance considerations.

yes

The boom shall be operated by an electric-over-hydraulic system which draws its power from hydraulic pump mounted to the transfer case or chassis engine.

yes

The boom shall be hydraulically driven up, down, left and right directions. Boom shall be controlled by a remote push button control station by cable to the hydraulic power swing and lift cylinders.

yes

The boom pendant control shall come equipped with control switches for all directions as well as a safety emergency shutdown button which automatically eliminates power to the boom.

yes

A cab protection device with boom cradle, independent of cab that will protect cab and prevent boom sway while in transit.

yes

Pipe extensions will be included to allow operator to clean to depths of 20'. This will include a 6'6" catch basin nozzle with a steel reinforced tip. Pipe should include sufficient adjustable over-center quick clamps to join the aluminum flanged suction pipe.

yes

The vacuum hose will be mounted on a boom which will rotate a minimum of 180° and provide 179" of reach off the centerline of the unit.

yes

Lights are to be provide and mounted to boom.

yes

HIGH PRESSURE WATER PUMP

The water pump should be capable of smooth and pulsating flow.

yes

The positive displacement, high-pressure water pump shall be a double acting, single piston pump hydraulically operated direct from a hydraulic pump or triplex pump.

yes

The hydraulic flow to drive the water pump will be from a hydraulic

P.D.BLOWER COMBINATION SEWER CLEANER

oil pump driven by the heavy duty split shaft transfer case or PTO. The water pump shall operate with oil to water ratio of 1 to 1.

Yes

The rated design capacity of the high-pressure water pump shall be 100 GPM or 2500 PSI. This capacity shall insure long pump life.

Yes

The hydraulic pump and water pump shall be sized to allow the water system to operate at a minimum 60 GPM at 2000 PSI continuous duty operation.

Yes

Standard operation of the pump should produce 80 GPM @ 2500 PSI.

Yes

The water pump shall cycle approximately every 4 1/2 seconds. This pump cycle shall provide an automatic "Jack Hammer" action in the hose to assist the nozzle in breaking through obstructions.

Yes

The water pump location shall provide a flooded suction inlet to eliminate potential cavitation damage. The water pump location shall be certified by the pump manufacturer.

Yes

The high-pressure water pump will be designed so no damage will occur if run at normal operating pressure without water for 30 minutes. A certification by the original water pump manufacturer to operate in such a manner shall be provided.

Yes

The water pump shall have a 3" Y-type strainer with a minimum 80 mesh stainless steel filter media and a 3" water shutoff valve located in the water pump suction line.

Yes

Drain valves for the water pump are to be included.

Yes

The positive displacement water pump will have the capability to purge residual water out of the water system by pumping air through entire water system. Drain plugs will be provided in the bottom section of the water pump for complete cold weather draining.

Yes

The water pump shall be capable of maximum water pressure and flow while achieving maximum vacuum capability. The water pump shall operate independent of vacuum system.

Yes

An oil to water heat exchanger will be provided in the water system to

P.D.BLOWER COMBINATION SEWER CLEANER

cool all hydraulic fluids on the unit or air to oil.

State Rpm of water pump.

Water pump shall have capabilities of being engaged and disengaged from driving mechanism at the front control panel by turning on or off an electric switch, thus providing added control and safety.

Water system must have the ability to vary flow from zero to maximum system flow. Flow must be varied by a hydraulically controlled system. Any system that relies on the use of a manual ball valve is unacceptable. The use of a dump valve to achieve flow variation is also unacceptable.

YES

YES

YES

YES

FRONT MOUNTED HOSE REEL

Hose reel must be mounted to the front of the chassis of the truck.

Hose reel must be able to rotate 180 degrees and must stay within the headlights of the truck.

A hose reel assembly will be mounted on an independent frame which can be removed from brackets attached permanently to main truck frame members.

Hose reel will be manufactured out of 1/4" spun steel for added structural strength. This spun steel will require no internal or external reinforcements which could damage rodder hose.

Hose reel will be constructed to hydraulically extend forward 15", providing full access to the chassis engine. The hose reel extension function shall be provided via a hydraulic cylinder, not a manual jack.

Hose reel will have a minimum capacity of 800' of 1" I.D. rodder hose.

Hose reel will be driven via a hydraulic motor with a dual sprocket and chain system. The motor shall control the reel speed and forward or reverse rotation.

Hose reel will have a one inch rotating swivel joint that is adjustable and have replaceable seals on the inlet line to provide free rotation of hose reel.

All operating controls will be located on the hose reel.

YES

YES

YES

YES

YES

YES

YES

YES

YES

P.D. BLOWER COMBINATION SEWER CLEANER

HIGH PRESSURE JET HOSE

Jet hose will be supplied that is 1" I.D. and has operating pressure of 2500 PSI and a burst pressure of 6250 PSI. 500' of hose will be supplied with unit.

yes

Two jet nozzles will come furnished with the unit. A 15° sand nozzle and a 30° sanitary nozzle shall be furnished. These nozzles should both be equipped with tungsten carbide orifices for added life.

yes

A flexible hose guide will be provided with restraining rope, for protection of rodder hose and to provide help in locating nozzles in sewer lines.

yes

HYDRAULIC SYSTEM

The hydraulic reservoir shall have a 50-gallon capacity. The hydraulic reservoir shall be baffled with a suction line filter.

yes

The reservoir shall have an inspection hatch for maintenance.

yes

An oil level sight gauge shall be supplied

yes

The tank shall be totally modular component and easily removed from its storage area.

yes

10-micron spin on type hydraulic filter shall be supplied

yes

A lube manifold shall be included in the machine.

yes

HANDGUN MANHOLE CLEANING SYSTEM

The positive displacement, double acting, single piston high pressure water pump will be utilized to supply 20 GPM at 600 PSI (relieved to protect operator) to the wash down handgun system.

yes

A handgun will be supplied that comes equipped with 50' of 1/2" wire reinforced hose. The handgun shall come equipped with quick connect coupler. The hose reel should also be retractable.

yes

Handgun system will include a midship connection that allow the operator to deliver water to area served by pick-up hose and to the inside of the debris body for clean out. The handgun should allow for changing of flow pattern from a fine mist to a steady stream.

yes

P.D.BLOWER COMBINATION SEWER CLEANER

ELECTRICAL

The entire electrical system shall be vapor sealed to eliminate moisture damage to NEMA 4 (National Electrical Mfg. Assoc.) standards.

yes
yes

The electrical system shall require a multi-plex type system capable of troubleshooting, diagnostics, and on-board monitoring. In addition, the system shall incorporate safety inter-locks to prevent accidental system activation.

The electrical system shall require a color display screen at the operator station capable of displaying all system diagnostics and gauges.

yes

All electrical connections shall require no exposed wires or terminals.

yes

All light bulbs shall be shock mounted to eliminate bulb failure.

yes

All wiring shall be color coded and run in sealed terminal boxes.

yes

FRONT OPERATING STATION AND CONTROLS

Operator station will be located at the front of the truck at the right side of the hose reel.

yes

Controls and gauges to include:

High pressure water pump on-off

yes

Hose reel forward-reverse valve

yes

Adjustable hose reel speed control

yes

Oil dampened water pressure gauge

yes

Boom controls

yes

Hose reel extend/retract control

yes

Blower tachometer w/hour meter

yes

Vacuum gauge

Digital color diagnostic control panel

Electronic E-Stop at each control station location

Digital Flow Meter located at front operator station

yes

MOUNTING

Unit will be mounted on approved truck chassis at the factory of body manufacturer.

yes

PAINT

P.D.BLOWER COMBINATION SEWER CLEANER

All metal surfaces shall be shot or sand blasted prior to painting.

yes

All surfaces shall be cleaned by phosphorous wash process prior to painting

yes

Module shall have a minimum of two and one half mil of suitable primer coat applied

yes

Module shall have minimum of two and one half mil finish paint applied

yes

Module and components shall be painted prior to assembly process

yes

All hose and fittings, as well as electrical wires and connections shall not be painted.

yes

ADDITIONAL ACESSORIES

(2) front bumper toolboxes shall be provided.

yes

(2) 18x24x24 Aluminum toolboxes to be included.

yes

Rear-mounted traffic arrow board is to be provided.

yes

Safety mirror strobes are to be mounted on truck.

yes

Safety midship and rear alternating flashers are to be included.

yes

DELIVERY AND PRICE

Total price of unit \$312,166.58

Delivery in days 180 - 220

Please list any preventative maintenance programs and/or guaranteed buy back programs that are available Listed on separate sheet

P.D. BLOWER COMBINATION SEWER CLEANER

MINIMUM CHASSIS SPECIFICATIONS

Engine & Equipment

330 HP Diesel Engine *Exceed- 370 HP*
Air compressor, 18.7 CFM with internal safety valve *yes*
Exhaust: RH under single DPF mounted in cab access with single vertical side of cab tailpipe. *yes*
Alternator 130 amp *Exceed- 160 AMP*
Batteries 3 threaded post 2100 CCA dual purpose *yes*
6 gallon DEF tank *yes*
Transmission & Clutch

3000RDS 6-speed with PTO drive gear Includes heat exchanger & oil level sensor. *yes*
Rugged Duty Series for vocational applications. Transynd transmission fluid

Front Axle & Equipment

Front Axle 20,000 lbs.
Front brakes 16-1/2x6 in. 22,000lbs
Dust shields: all front axles
Front Springs flat leaf w/ graphite bronze bushings with seals
Front Shock Absorbers

yes to ALL

Rear Axle & Equipment

Dual Rear Axle 46,000
5.63 Rear Axle Ratio
Dual Rear Brakes 16-1/2x7 in. to 46,000 lbs
Dust shields: all rear axles
Haldex Goldseal longstroke 2-Drive Axles spring parking chambers
Gunite automatic rear slack adjusters
Organic SAE 80/90 Rear Axle Lube
54" axle spacing
Steel beams and bronze center bushings with bar pin adjustable end connections

yes to ALL

Tires & Wheels

Continental HTC 425/65R22.5 20 PLY Radial Front Tires or Equivalent
Continental HDL ECO Plus 11R22.5 16PLY Radial Rear Tires or Equivalent

yes to ALL

Frame & Equipment

260" Wheelbase

yes

P.D.BLOWER COMBINATION SEWER CLEANER

7/16X3-9/16X11-1/8 Inch Steel Frame
1/4 Inch C-Channel Inner Frame Reinforcement
71" Frame overhang
6" Integral Front Frame Extension
Battery box located on LH side.

yes to ALL

Fuel Tanks & Equip

Fuel tank 100 US Gal, 23" aluminum.

yes

Cab & Equipment

Cab: Curbed glass conventional
Cab heater with integral defrosters & A/C 45,000 btu cab heater.
DR seat Air Cushion Plus HB Cloth with dual armrest
RD seat toolbox plus HB cloth with dual armrest
Radio AM/FM/CD/weather band with LED lighting
LH and RH 8" Molded-In Color Convex mounted under primary mirrors

yes to ALL

Lights and Instruments

Circuit breakers replacing fuses
Air Dryer Bendix AD-IS heated

yes to ALL

PAINT UNIT WHITE

PLEASE DETAIL ALL WARRANTIES ON CHASSIS AND BODY

Please include reference list of users in area Listed on separate sheet

Please list any buyback programs available Listed on separate sheet

Please list any preventative maintenance programs available Listed on separate sheet

Does bidder offer ON SITE WARRANTY at NO COST yes?

Please list options for a 3 year and 5 year lease purchase Listed on separate sheet

Delivery in Days 180-220

Price\$ 312,166.58

Preventative Maintenance Program Cost Quarterly - \$2,000.00 / year

Bidder:

Company SANSOM Equipment Company

Representative Matt Vinson

Phone 251-631-3766



WATERS INTERNATIONAL TRUCKS, INC.

80 S & K DRIVE

P.O. BOX 831

HATTIESBURG, MS 39402

PHONE: 601-544-7401 FAX: 601-544-7478

Sales - Parts - Service

(10)

March 8th, 2012

City of Hattiesburg
Office of City Clerk
P.O. Box 1898
Hattiesburg, MS 39401

We are pleased to provide the following quotation in response to your bid request
For **ONE (1) New 2013 Positive Displacement Blower Combination Sewer Cleaner**
for the Sewer Division, City of Hattiesburg:

(1) 2013 International 7400 SBA 6x4 Cab & Chassis, per your specifications,

(2) Vac-Con Combination Sewer Cleaner

FILED

MAR 08 2012

EDDIE D. WATERS, CITY CLERK
By: [Signature] Deputy Clerk

12 yd

Total Unit Price:

\$303,199.24

Option for Upgrade to 7500 6X4 350 HP

\$2641.04

Delivery to the City of Hattiesburg, MS within 120 days after receipt of purchase order.

Please feel free to call upon me should you have any questions regarding this bid.

See attached deviation explanation sheet as per truck body specs. Mfg. guidelines.

Thank you,

Vaughan Waters
Waters International Trucks
80 S&K drive
Hattiesburg MS 39402
O: 601-544-7401

P.D.BLOWER COMBINATION SEWER CLEANER

GENERAL SPECIFICATIONS

The machine will be used for removing sand, stones, bottles, cans, grease, sludge and other debris from sanitary sewer and/or storm drain lines by the flushing action of high pressure water. The unit shall include a positive displacement (vacuum) blower and a hydraulically driven high pressure water pump. The machine shall be equipped with self-contained water supply as the water source for the high-pressure pump. The system shall have a capability of operating both vacuum and rodder simultaneously at rated operating pressure.

The machine shall include an enclosed and sealed body for storage of the collected debris and self-contained water supply as the water source for the high-pressure pump.

As it is the intent that this unit will have an anticipated life of ten years the manufacturer should answer the following general questions. Only bids from manufactures that have experience in manufacturing combination sewer cleaners will be considered.

How long has manufacturer been in the business of manufacturing?
combination sewer cleaners?

25 YRS

How many units of this type has the manufacturer produced?

6000
YES NO

Is unit bid a current production model?

☒ YES NO

Bidder has enclosed manufactures literature, specifications and all pertinent information concerning this bid?

☒ YES NO

Bid proposal was filled out thoroughly and all pertinent information requested was provided and any deviations thoroughly explained?

☒ YES NO

P.D.BLOWER COMBINATION SEWER CLEANER

DEBRIS BODY

The debris storage body shall be constructed of a minimum 3/16" corrosion and abrasion resistant steel with a minimum yield point of 50,000 PSI and a minimum tensile strength of 70,000 PSI.

COMPLY

The body shall be round for maximum strength and have a minimum Volumetric capacity of 15 cubic yards

12 YARDS

The body shall have a rear door that is hinged at the top and is equipped with a replaceable neoprene seal to prevent leakage.

COMPLY

Flat or domed style rear door with four (4) individual rod and receiver block type or 5 locks controlled by sequential door locking system. Door shall have hydraulic locks and door power up, power down, open/close feature.

COMPLY

The body shall be supplied with a load level indicator to show when the body is loaded to capacity.

COMPLY

The rear door shall be equipped with a 6" drain port and 10' body drain hose this allows operator to drain off excess liquids while retaining solids.

COMPLY

Debris body shall be dumped by raising the body to a 50° utilizing a forward mounted, double acting hydraulic dump cylinder.

EXCEED
60°

The debris body shall be fixtured on an independent frame, separate from the chassis frame and mounted via a 3-point mounting system or shear plate mounted to allow flexing to occur without causing frame damage.

COMPLY

To achieve best possible material separation and minimize material being discharged to atmosphere, the positive displacement blower shall draw air from 2 separate ports in the debris body.

COMPLY

The body shall incorporate dual air ducting system a dual stainless steel ball float shutoff system W/high impact corrosion resistant screens or automatic vacuum breaker shut off with cover for protection.

Dump controls and accessory controls shall be provided at a central curbside location, directly behind the cab of the truck.

COMPLY

Splash shield shall be provided.

COMPLY

Cyclone separators shall be included.

COMPLY

P.D.BLOWER COMBINATION SEWER CLEANER

A submersible trash pump must be included and be mounted on the exterior.

COMPLY

Debris must be equipped with a flush out system.

COMPLY

WATER TANKS

Water tanks must have a certified-metered capacity of 1500 gallons.

COMPLY
RECTANGULAR AND
TRIANGULAR

The 1500 gallon capacity shall be achieved via multiple cylindrical cells.

The aluminum water cells shall not require internal coatings and shall be easily repaired or patched if required.

POLYETHYLENE NON METALL
WATER TANKS TO BE
SUPPLIED AS SPECIFIED

The cells shall be hung via steel or rubber lined "J" straps which allow the cells to easily be removed from the unit if required.

CELLS SUPPORTED AND
PROTECTED BY STEEL
SKID PLATES

The water cells shall be located beginning directly behind the cab of the truck and end at the very rear of the unit, thus providing the best possible weight distribution.

COMPLY

The water tanks shall be adequately vented and connected to provide complete filling. A minimum 4" and 4" connection between tanks shall be provided.

COMPLY

The water tanks shall be totally separate from the debris tanks and provide no structural support.

COMPLY

All water cells shall be positioned at or below the frame of the unit, thus providing the best possible and lowest available center of gravity.

COMPLY

The water tanks shall share no common walls with the debris tanks to prevent corrosion.

COMPLY

The water tank shall come equipped with an anti-siphon device and 25' of hydrant fill hose and fittings. A water level sight gauge shall also be provided.

COMPLY

The water tanks shall come supplied with a 2"Y" pattern filter with an 80 mesh stainless steel strainer to filter the water before it enters the water tank.

COMPLY

The water tanks shall carry a 10 year warranty against corrosion or cracking.

COMPLY

P.D.BLOWER COMBINATION SEWER CLEANER

A low water alarm with light should be provided with unit.

COMPLY

VACUUM SYSTEM

A positive displacement rotary lobe shall provide the vacuum.

A rotary lobe type blower capable of 4500 cfm inlet volume @ 0" Hg., 3620 cfm @ 16" Hg and 2250 RPMs.

EXCEED 18" Hg

The vacuum system shall incorporate a stainless steel final filter screen and housing, located prior to the blower inlet for added protection.

COMPLY

For added protection to vacuum system, two vacuum reliefs shall be incorporated, set at 16" Hg.

EXCEED 18" Hg

The blower, transfer case and hydraulic power shall be controlled by air shift control, located in the cab, or hydrostatically.

COMPLY

Electronic blower engagement front station control at hose reel

COMPLY

VACUUM SYSTEM DRIVE

Blower shall be driven from the chassis engine via the transmission drive shafts and heavy-duty split shaft transfer case, direct to blower with no v-belts to maintain or adjust or hydrostatic drive Front PTO

COMPLY

The blower will be provided with a silencer with exhaust above the cab with rain cap.

COMPLY

VACUUM SYSTEM PICK-UP HOSE

Shall be designed for front end operation with hose mounted and stored at front mounted workstation. Front mounted location is desired for ease of positioning vacuum hose as well as minimizing need for operator to swing hose into traffic.

COMPLY

All connections between debris body and vacuum system will be of the self-adjusting pressure fitting type.

COMPLY

All hose and tubes shall be 8" I.D. and will remain stationary and not raise with debris body in order to minimize possibility of running vacuum hose into power lines and low hanging branches. The upper debris tube shall consist of an anchored steel tube for additional life.

COMPLY

Unit shall have at least 30' of vacuum pipe.

COMPLY

P.D.BLOWER COMBINATION SEWER CLEANER

Boom should be at least 8 feet in length and have telescoping abilities.

EXCEED 10' BOOM

BOOM

The lift and swing movements shall be accomplished by cylinder or worm gear rotation. Gear and chain type rotations are not preferred due to maintenance considerations.

COMPLY

The boom shall be operated by an electric-over-hydraulic system which draws its power from hydraulic pump mounted to the transfer case or chassis engine.

COMPLY

The boom shall be hydraulically driven up, down, left and right directions. Boom shall be controlled by a remote push button control station by cable to the hydraulic power swing and lift cylinders.

COMPLY

The boom pendant control shall come equipped with control switches for all directions as well as a safety emergency shutdown button which automatically eliminates power to the boom.

COMPLY

A cab protection device with boom cradle, independent of cab that will protect cab and prevent boom sway while in transit.

COMPLY

Pipe extensions will be included to allow operator to clean to depths of 20'. This will include a 6'6" catch basin nozzle with a steel reinforced tip. Pipe should include sufficient adjustable over-center quick clamps to join the aluminum flanged suction pipe.

COMPLY

The vacuum hose will be mounted on a boom which will rotate a minimum of 180° and provide 179" of reach off the centerline of the unit.

COMPLY

Lights are to be provide and mounted to boom.

COMPLY

HIGH PRESSURE WATER PUMP

The water pump should be capable of smooth and pulsating flow.

COMPLY

The positive displacement, high-pressure water pump shall be a double acting, single piston pump hydraulically operated direct from a hydraulic pump or triplex pump.

COMPLY

The hydraulic flow to drive the water pump will be from a hydraulic

P.D.BLOWER COMBINATION SEWER CLEANER

oil pump driven by the heavy duty split shaft transfer case or PTO. The water pump shall operate with oil to water ratio of 1 to 1.

COMPLY

The rated design capacity of the high-pressure water pump shall be 100 GPM or 2500 PSI. This capacity shall insure long pump life.

COMPLY

The hydraulic pump and water pump shall be sized to allow the water system to operate at a minimum 60 GPM at 2000 PSI continuous duty operation.

COMPLY

Standard operation of the pump should produce 80 GPM @ 2500 PSI.

COMPLY

The water pump shall cycle approximately every 4 1/2 seconds. This pump cycle shall provide an automatic "Jack Hammer" action in the hose to assist the nozzle in breaking through obstructions.

PULSATION FEATURE
IN LIEU OF CYCLE

COMPLY

The water pump location shall provide a flooded suction inlet to eliminate potential cavitation damage. The water pump location shall be certified by the pump manufacturer.

COMPLY

The high-pressure water pump will be designed so no damage will occur if run at normal operating pressure without water for 30 minutes. A certification by the original water pump manufacturer to operate in such a manner shall be provided.

COMPLY

The water pump shall have a 3" Y-type strainer with a minimum 80 mesh stainless steel filter media and a 3" water shutoff valve located in the water pump suction line.

COMPLY

Drain valves for the water pump are to be included.

COMPLY

The positive displacement water pump will have the capability to purge residual water out of the water system by pumping air through entire water system. Drain plugs will be provided in the bottom section of the water pump for complete cold weather draining.

COMPLY

The water pump shall be capable of maximum water pressure and flow while achieving maximum vacuum capability. The water pump shall operate independent of vacuum system.

COMPLY

An oil to water heat exchanger will be provided in the water system to

P.D.BLOWER COMBINATION SEWER CLEANER

cool all hydraulic fluids on the unit or air to oil.

COMPLY

State Rpm of water pump.

375

Water pump shall have capabilities of being engaged and disengaged from driving mechanism at the front control panel by turning on or off an electric switch, thus providing added control and safety.

COMPLY

Water system must have the ability to vary flow from zero to maximum system flow. Flow must be varied by a hydraulically controlled system. Any system that relies on the use of a manual ball valve is unacceptable. The use of a dump valve to achieve flow variation is also unacceptable.

COMPLY

FRONT MOUNTED HOSE REEL

Hose reel must be mounted to the front of the chassis of the truck.

COMPLY

Hose reel must be able to rotate 180 degrees and must stay within the headlights of the truck.

COMPLY

A hose reel assembly will be mounted on an independent frame which can be removed from brackets attached permanently to main truck frame members.

COMPLY

Hose reel will be manufactured out of 1/4" spun steel for added structural strength. This spun steel will require no internal or external reinforcements which could damage rodder hose.

COMPLY

Hose reel will be constructed to hydraulically extend forward 15", providing full access to the chassis engine. The hose reel extension function shall be provided via a hydraulic cylinder, not a manual jack.

COMPLY

Hose reel will have a minimum capacity of 800' of 1" I.D. rodder hose.

COMPLY

Hose reel will be driven via a hydraulic motor with a dual sprocket and chain system. The motor shall control the reel speed and forward or reverse rotation.

COMPLY

Hose reel will have a one inch rotating swivel joint that is adjustable and have replaceable seals on the inlet line to provide free rotation of hose reel.

EXCEED 1 1/4"

All operating controls will be located on the hose reel.

COMPLY

P.D.BLOWER COMBINATION SEWER CLEANER

HIGH PRESSURE JET HOSE

Jet hose will be supplied that is 1" I.D. and has operating pressure of 2500 PSI and a burst pressure of 6250 PSI. 500' of hose will be supplied with unit.

COMPLY

Two jet nozzles will come furnished with the unit. A 15° sand nozzle and a 30° sanitary nozzle shall be furnished. These nozzles should both be equipped with tungsten carbide orifices for added life.

CERAMIC ORIFICES

EXCEED

A flexible hose guide will be provided with restraining rope, for protection of rodder hose and to provide help in locating nozzles in sewer lines.

COMPLY

HYDRAULIC SYSTEM

The hydraulic reservoir shall have a 50-gallon capacity. The hydraulic reservoir shall be baffled with a suction line filter.

EXCEED 55 GALLONS

The reservoir shall have an inspection hatch for maintenance.

COMPLY

An oil level sight gauge shall be supplied

COMPLY

The tank shall be totally modular component and easily removed from its storage area.

COMPLY

10-micron spin on type hydraulic filter shall be supplied

COMPLY

A lube manifold shall be included in the machine.

COMPLY

HANDGUN MANHOLE CLEANING SYSTEM

The positive displacement, double acting, single piston high pressure water pump will be utilized to supply 20 GPM at 600 PSI (relieved to protect operator) to the wash down handgun system.

COMPLY

A handgun will be supplied that comes equipped with 50' of 1/2" wire reinforced hose. The handgun shall come equipped with quick connect coupler. The hose reel should also be retractable.

COMPLY

Handgun system will include a midship connection that allow the operator to deliver water to area served by pick-up hose and to the inside of the debris body for clean out. The handgun should allow for changing of flow pattern from a fine mist to a steady stream.

COMPLY

P.D. BLOWER COMBINATION SEWER CLEANER

ELECTRICAL

The entire electrical system shall be vapor sealed to eliminate moisture damage to NEMA 4 (National Electrical Mfg. Assoc.) standards.

COMPLY
OMNIBUS
COMPLY

The electrical system shall require a multi-plex type system capable of troubleshooting, diagnostics, and on-board monitoring. In addition, the system shall incorporate safety inter-locks to prevent accidental system activation.

OMNIBUS
COMPLY

The electrical system shall require a color display screen at the operator station capable of displaying all system diagnostics and gauges.

All electrical connections shall require no exposed wires or terminals.

COMPLY

All light bulbs shall be shock mounted to eliminate bulb failure.

COMPLY

All wiring shall be color coded and run in sealed terminal boxes.

COMPLY

FRONT OPERATING STATION AND CONTROLS

Operator station will be located at the front of the truck at the right side of the hose reel.

COMPLY

Controls and gauges to include:

High pressure water pump on-off

COMPLY

Hose reel forward-reverse valve

COMPLY

Adjustable hose reel speed control

COMPLY

Oil dampened water pressure gauge

COMPLY

Boom controls

COMPLY

Hose reel extend/retract control

COMPLY

Blower tachometer w/hour meter

COMPLY

Vacuum gauge

COMPLY

Digital color diagnostic control panel

COMPLY

Electronic E-Stop at each control station location

COMPLY

Digital Flow Meter located at front operator station

COMPLY

MOUNTING

Unit will be mounted on approved truck chassis at the factory of body manufacturer.

COMPLY

PAINT

P.D.BLOWER COMBINATION SEWER CLEANER

All metal surfaces shall be shot or sand blasted prior to painting.

COMPLY

All surfaces shall be cleaned by phosphorous wash process prior to painting

COMPLY

Module shall have a minimum of two and one half mil of suitable primer coat applied

COMPLY

Module shall have minimum of two and one half mil finish paint applied

COMPLY

Module and components shall be painted prior to assembly process

COMPLY

All hose and fittings, as well as electrical wires and connections shall not be painted.

COMPLY

ADDITIONAL ACCESSORIES

(2) front bumper toolboxes shall be provided.

16X42X96
BEHIND CAB IN LIEU OF BUMPER

(2) 18x24x24 Aluminum toolboxes to be included.

35X14X24

Rear-mounted traffic arrow board is to be provided.

COMPLY

Safety mirror strobes are to be mounted on truck.

COMPLY

Safety midship and rear alternating flashers are to be included.

COMPLY

DELIVERY AND PRICE

Total price of unit \$303,199.24

Delivery in days 60-120

Please list any preventative maintenance programs and/or guaranteed buy back programs that are available BI MONTHLY INSPECTION
AT CITY FACILITY AT NO CHARGE

P.D.BLOWER COMBINATION SEWER CLEANER

MINIMUM CHASSIS SPECIFICATIONS

Engine & Equipment

330 HP Diesel Engine

Air compressor, 18.7 CFM with internal safety valve

Exhaust: RH under single DPF mounted in cab access with single vertical side of cab tailpipe.

Alternator 130 amp

Batteries 3 threaded post 2100 CCA dual purpose

6 gallon DEF tank

Transmission & Clutch

3000RDS 6-speed with PTO drive gear Includes heat exchanger & oil level sensor.

Rugged Duty Series for vocational applications. Transynd transmission fluid

Front Axle & Equipment

Front Axle 20,000 lbs.

Front brakes 16-1/2x6 in. 22,000lbs

Dust shields: all front axles

Front Springs flat leaf w/ graphite bronze bushings with seals

Front Shock Absorbers

Rear Axle & Equipment

Dual Rear Axle 46,000

5.63 Rear Axle Ratio

Dual Rear Brakes 16-1/2x7 in. to 46,000 lbs

Dust shields: all rear axles

Hallex Goldseal longstroke 2-Drive Axles spring parking chambers

Gunite automatic rear slack adjusters

Organic SAE 80/90 Rear Axle Lube

54" axle spacing

Steel beams and bronze center bushings with bar pin adjustable end connections

Tires & Wheels

Continental HTC 425/65R22.5 20 PLY Radial Front Tires or Equivalent

Continental HDL ECO Plus 11R22.5 16PLY Radial Rear Tires or Equivalent

Frame & Equipment

260" Wheelbase

P.D.BLOWER COMBINATION SEWER CLEANER

7/16X3-9/16X11-1/8 Inch Steel Frame
3/4 Inch C-Channel Inner Frame Reinforcement
71" Frame overhang
6" Integral Front Frame Extension
Battery box located on LH side.

Fuel Tanks & Equip

Fuel tank 100 US Gal, 23" aluminum.

Cab & Equipment

Cab: Curbed glass conventional
Cab heater with integral defrosters & A/C 45,000 btu cab heater.
DR seat Air Cushion Plus HB Cloth with dual armrest
RD seat toolbox plus HB cloth with dual armrest
Radio AM/FM/CD/weather band with LED lighting
LH and RH 8" Molded-In Color Convex mounted under primary mirrors

Lights and Instruments

Circuit breakers replacing fuses
Air Dryer Bendix AD-IS heated

PAINT UNIT WHITE

PLEASE DETAIL ALL WARRANTIES ON CHASSIS AND BODY

Please include reference list of users in area INCLUDED

Please list any buyback programs available NOT AVAILABLE ON LEASE PURCHASE

Please list any preventative maintenance programs available BI-MONTHLY INSPECTION NO CHARGE

Does bidder offer ON SITE WARRANTY at NO COST YES. BUT, BODY ONLY.

Please list options for a 3 year and 5 year lease purchase SEE ATTACHED

Delivery in Days 60-120

Price \$ 303,199.24

Preventative Maintenance Program Cost NO CHARGE

Bidder:

Company WATER INTERNATIONAL TRUCKS

Representative VAUGHAN WATERS

Phone 601-544-7401

P.D.BLOWER COMBINATION SEWER CLEANER

7/16X3-9/16X11-1/8 Inch Steel Frame
1/4 Inch C-Channel Inner Frame Reinforcement
71" Frame overhang
6" Integral Front Frame Extension
Battery box located on LH side.

Fuel Tanks & Equip

Fuel tank 100 US Gal, 23" aluminum.

Cab & Equipment

Cab: Curbed glass conventional
Cab heater with integral defrosters & A/C 45,000 btu cab heater.
DR seat Air Cushion Plus HB Cloth with dual armrest
RD seat toolbox plus HB cloth with dual armrest
Radio AM/FM/CD/weather band with LED lighting
LH and RH 8" Molded-In Color Convex mounted under primary mirrors

Lights and Instruments

Circuit breakers replacing fuses
Air Dryer Bendix AD-IS heated

PAINT UNIT WHITE

PLEASE DETAIL ALL WARRANTIES ON CHASSIS AND BODY

Please include reference list of users in area INCLUDED

Please list any buyback programs available NOT AVAILABLE ON LEASE PURCHASE

Please list any preventative maintenance programs available BI-MONTHLY INSPECTION NO CHARGE

Does bidder offer ON SITE WARRANTY at NO COST YES VACUUM MODULE ONLY

Please list options for a 3 year and 5 year lease purchase SEE ATTACHED

Delivery in Days 60-120

Price \$ 303,900.00

Preventative Maintenance Program Cost NO CHARGE

Bidder:

Company COUINGTON SALES & SERVICE, INC.

Representative Chris Kinchen

Phone 1-800-349-8000

FILED

MAR 08 2012

EDDIE R. MYERS, CITY CLERK
By [Signature]
Deputy Clerk

P.D.BLOWER COMBINATION SEWER CLEANER

GENERAL SPECIFICATIONS

The machine will be used for removing sand, stones, bottles, cans, grease, sludge and other debris from sanitary sewer and/or storm drain lines by the flushing action of high pressure water. The unit shall include a positive displacement (vacuum) blower and a hydraulically driven high pressure water pump. The machine shall be equipped with self-contained water supply as the water source for the high-pressure pump. The system shall have a capability of operating both vacuum and rodder simultaneously at rated operating pressure.

The machine shall include an enclosed and sealed body for storage of the collected debris and self-contained water supply as the water source for the high-pressure pump.

As it is the intent that this unit will have an anticipated life of ten years the manufacturer should answer the following general questions. Only bids from manufactures that have experience in manufacturing combination sewer cleaners will be considered.

How long has manufacturer been in the business of manufacturing?
combination sewer cleaners?

25 YRS

How many units of this type has the manufacturer produced?

6000
YES NO

Is unit bid a current production model?

☒ YES NO

Bidder has enclosed manufactures literature, specifications and all pertinent information concerning this bid?

☒ YES NO

Bid proposal was filled out thoroughly and all pertinent information requested was provided and any deviations thoroughly explained?

☒ YES NO

P.D.BLOWER COMBINATION SEWER CLEANER

DEBRIS BODY

The debris storage body shall be constructed of a minimum 3/16" corrosion and abrasion resistant steel with a minimum yield point of 50,000 PSI and a minimum tensile strength of 70,000 PSI.

COMPLY

The body shall be round for maximum strength and have a minimum Volumetric capacity of 15 cubic yards

12 YARDS

The body shall have a rear door that is hinged at the top and is equipped with a replaceable neoprene seal to prevent leakage.

COMPLY

Flat or domed style rear door with four (4) individual rod and receiver block type or 5 locks controlled by sequential door locking system. Door shall have hydraulic locks and door power up, power down, open/close feature.

COMPLY

The body shall be supplied with a load level indicator to show when the body is loaded to capacity.

COMPLY

The rear door shall be equipped with a 6" drain port and 10' body drain hose this allows operator to drain off excess liquids while retaining solids.

COMPLY

Debris body shall be dumped by raising the body to a 50° utilizing a forward mounted, double acting hydraulic dump cylinder.

EXCEED
60°

The debris body shall be fixtured on an independent frame, separate from the chassis frame and mounted via a 3-point mounting system or shear plate mounted to allow flexing to occur without causing frame damage.

COMPLY

To achieve best possible material separation and minimize material being discharged to atmosphere, the positive displacement blower shall draw air from 2 separate ports in the debris body.

COMPLY

The body shall incorporate dual air ducting system a dual stainless steel ball float shutoff system W/high impact corrosion resistant screens or automatic vacuum breaker shut off with cover for protection.

Dump controls and accessory controls shall be provided at a central curbside location, directly behind the cab of the truck.

COMPLY

Splash shield shall be provided.

COMPLY

Cyclone separators shall be included.

COMPLY

P.D.BLOWER COMBINATION SEWER CLEANER

A submersible trash pump must be included and be mounted on the exterior.

COMPLY

Debris must be equipped with a flush out system.

COMPLY

WATER TANKS

Water tanks must have a certified-metered capacity of 1500 gallons.

COMPLY
RECTANGULAR AND
TRIANGULAR

The 1500 gallon capacity shall be achieved via multiple cylindrical cells.

X The aluminum water cells shall not require internal coatings and shall be easily repaired or patched if required.

POLYETHYLENE NON METALL
WATER TANKS TO BE
SUPPLIED AS SPECIFIED

X The cells shall be hung via steel or rubber lined "J" straps which allow the cells to easily be removed from the unit if required.

CELLS SUPPORTED AND
PROTECTED BY STEEL
SKID PLATES AND STRAPS

The water cells shall be located beginning directly behind the cab of the truck and end at the very rear of the unit, thus providing the best possible weight distribution.

COMPLY

The water tanks shall be adequately vented and connected to provide complete filling. A minimum 4" and 4" connection between tanks shall be provided.

COMPLY

The water tanks shall be totally separate from the debris tanks and provide no structural support.

COMPLY

All water cells shall be positioned at or below the frame of the unit, thus providing the best possible and lowest available center of gravity.

COMPLY

The water tanks shall share no common walls with the debris tanks to prevent corrosion.

COMPLY

The water tank shall come equipped with an anti-siphon device and 25' of hydrant fill hose and fittings. A water level sight gauge shall also be provided.

COMPLY

The water tanks shall come supplied with a 2"Y" pattern filter with an 80 mesh stainless steel strainer to filter the water before it enters the water tank.

COMPLY

The water tanks shall carry a 10 year warranty against corrosion or cracking.

COMPLY

P.D. BLOWER COMBINATION SEWER CLEANER

A low water alarm with light should be provided with unit.

COMPLY

VACUUM SYSTEM

A positive displacement rotary lobe shall provide the vacuum.

A rotary lobe type blower capable of 4500 cfm inlet volume @ 0" Hg.,
3620 cfm @ 16" Hg and 2250 RPMs.

EXCEED 18" Hg

The vacuum system shall incorporate a stainless steel final filter screen
and housing, located prior to the blower inlet for added protection.

COMPLY

For added protection to vacuum system, two vacuum reliefs shall be
incorporated, set at 16" Hg.

EXCEED 18" Hg

The blower, transfer case and hydraulic power shall be controlled by
air shift control, located in the cab, or hydrostatically.

COMPLY

Electronic blower engagement front station control at hose reel

COMPLY

VACUUM SYSTEM DRIVE

Blower shall be driven from the chassis engine via the transmission drive
shafts and heavy-duty split shaft transfer case, direct to blower with no
v-belts to maintain or adjust or hydrostatic drive Front PTO

COMPLY

The blower will be provided with a silencer with exhaust above
the cab with rain cap.

COMPLY

VACUUM SYSTEM PICK-UP HOSE

Shall be designed for front end operation with hose mounted and stored
at front mounted workstation. Front mounted location is desired for ease
of positioning vacuum hose as well as minimizing need for operator to
swing hose into traffic.

COMPLY

All connections between debris body and vacuum system will be of the
self-adjusting pressure fitting type.

COMPLY

All hose and tubes shall be 8" I.D. and will remain stationary and not
raise with debris body in order to minimize possibility of running
vacuum hose into power lines and low hanging branches. The upper
debris tube shall consist of an anchored steel tube for additional life.

COMPLY

Unit shall have at least 30' of vacuum pipe.

COMPLY

P.D.BLOWER COMBINATION SEWER CLEANER

Boom should be at least 8 feet in length and have telescoping abilities.

EXCEED 10' BOOM

BOOM

The lift and swing movements shall be accomplished by cylinder or worm gear rotation. Gear and chain type rotations are not preferred due to maintenance considerations.

COMPLY

The boom shall be operated by an electric-over-hydraulic system which draws its power from hydraulic pump mounted to the transfer case or chassis engine.

COMPLY

The boom shall be hydraulically driven up, down, left and right directions. Boom shall be controlled by a remote push button control station by cable to the hydraulic power swing and lift cylinders.

COMPLY

The boom pendant control shall come equipped with control switches for all directions as well as a safety emergency shutdown button which automatically eliminates power to the boom.

COMPLY

A cab protection device with boom cradle, independent of cab that will protect cab and prevent boom sway while in transit.

COMPLY

Pipe extensions will be included to allow operator to clean to depths of 20'. This will include a 6'6" catch basin nozzle with a steel reinforced tip. Pipe should include sufficient adjustable over-center quick clamps to join the aluminum flanged suction pipe.

COMPLY

The vacuum hose will be mounted on a boom which will rotate a minimum of 180° and provide 179" of reach off the centerline of the unit.

COMPLY

Lights are to be provide and mounted to boom.

COMPLY

HIGH PRESSURE WATER PUMP

The water pump should be capable of smooth and pulsating flow.

COMPLY

The positive displacement, high-pressure water pump shall be a double acting, single piston pump hydraulically operated direct from a hydraulic pump or triplex pump.

COMPLY

The hydraulic flow to drive the water pump will be from a hydraulic

P.D.BLOWER COMBINATION SEWER CLEANER

oil pump driven by the heavy duty split shaft transfer case or PTO. The water pump shall operate with oil to water ratio of 1 to 1.

AUXILLARY ENGINE

The rated design capacity of the high-pressure water pump shall be 100 GPM or 2500 PSI. This capacity shall insure long pump life.

COMPLY

The hydraulic pump and water pump shall be sized to allow the water system to operate at a minimum 60 GPM at 2000 PSI continuous duty operation.

COMPLY

Standard operation of the pump should produce 80 GPM @ 2500 PSI.

COMPLY

The water pump shall cycle approximately every 4 1/2 seconds. This pump cycle shall provide an automatic "Jack Hammer" action in the hose to assist the nozzle in breaking through obstructions.

PULSATION FEATURE
IN LIEU OF CYCLE

COMPLY

The water pump location shall provide a flooded suction inlet to eliminate potential cavitation damage. The water pump location shall be certified by the pump manufacturer.

COMPLY

The high-pressure water pump will be designed so no damage will occur if run at normal operating pressure without water for 30 minutes. A certification by the original water pump manufacturer to operate in such a manner shall be provided.

COMPLY

The water pump shall have a 3" Y-type strainer with a minimum 80 mesh stainless steel filter media and a 3" water shutoff valve located in the water pump suction line.

COMPLY

Drain valves for the water pump are to be included.

COMPLY

The positive displacement water pump will have the capability to purge residual water out of the water system by pumping air through entire water system. Drain plugs will be provided in the bottom section of the water pump for complete cold weather draining.

COMPLY

The water pump shall be capable of maximum water pressure and flow while achieving maximum vacuum capability. The water pump shall operate independent of vacuum system.

COMPLY

An oil to water heat exchanger will be provided in the water system to

P.D. BLOWER COMBINATION SEWER CLEANER

cool all hydraulic fluids on the unit or air to oil.

COMPLY

State Rpm of water pump.

375

Water pump shall have capabilities of being engaged and disengaged from driving mechanism at the front control panel by turning on or off an electric switch, thus providing added control and safety.

COMPLY

Water system must have the ability to vary flow from zero to maximum system flow. Flow must be varied by a hydraulically controlled system. Any system that relies on the use of a manual ball valve is unacceptable. The use of a dump valve to achieve flow variation is also unacceptable.

COMPLY

FRONT MOUNTED HOSE REEL

Hose reel must be mounted to the front of the chassis of the truck.

COMPLY

Hose reel must be able to rotate 180 degrees and must stay within the headlights of the truck.

COMPLY

A hose reel assembly will be mounted on an independent frame which can be removed from brackets attached permanently to main truck frame members.

COMPLY

Hose reel will be manufactured out of 1/4" spun steel for added structural strength. This spun steel will require no internal or external reinforcements which could damage rodder hose.

COMPLY

Hose reel will be constructed to hydraulically extend forward 15", providing full access to the chassis engine. The hose reel extension function shall be provided via a hydraulic cylinder, not a manual jack.

COMPLY

Hose reel will have a minimum capacity of 800' of 1" I.D. rodder hose.

COMPLY

Hose reel will be driven via a hydraulic motor with a dual sprocket and chain system. The motor shall control the reel speed and forward or reverse rotation.

COMPLY

Hose reel will have a one inch rotating swivel joint that is adjustable and have replaceable seals on the inlet line to provide free rotation of hose reel.

EXCEED 1 1/4"

All operating controls will be located on the hose reel.

COMPLY

P.D.BLOWER COMBINATION SEWER CLEANER

HIGH PRESSURE JET HOSE

Jet hose will be supplied that is 1" I.D. and has operating pressure of 2500 PSI and a burst pressure of 6250 PSI. 500' of hose will be supplied with unit.

COMPLY

Two jet nozzles will come furnished with the unit. A 15° sand nozzle and a 30° sanitary nozzle shall be furnished. These nozzles should both be equipped with tungsten carbide orifices for added life.

CERAMIC ORIFICES

EXCEED

A flexible hose guide will be provided with restraining rope, for protection of rodder hose and to provide help in locating nozzles in sewer lines.

COMPLY

HYDRAULIC SYSTEM

The hydraulic reservoir shall have a 50-gallon capacity. The hydraulic reservoir shall be baffled with a suction line filter.

EXCEED 55 GALLONS

The reservoir shall have an inspection hatch for maintenance.

COMPLY

An oil level sight gauge shall be supplied

COMPLY

The tank shall be totally modular component and easily removed from its storage area.

COMPLY

10-micron spin on type hydraulic filter shall be supplied

COMPLY

A lube manifold shall be included in the machine.

COMPLY

HANDGUN MANHOLE CLEANING SYSTEM

The positive displacement, double acting, single piston high pressure water pump will be utilized to supply 20 GPM at 600 PSI (relieved to protect operator) to the wash down handgun system.

COMPLY

A handgun will be supplied that comes equipped with 50' of 1/2" wire reinforced hose. The handgun shall come equipped with quick connect coupler. The hose reel should also be retractable.

COMPLY

Handgun system will include a midship connection that allow the operator to deliver water to area served by pick-up hose and to the inside of the debris body for clean out. The handgun should allow for changing of flow pattern from a fine mist to a steady stream.

COMPLY

P.D.BLOWER COMBINATION SEWER CLEANER

ELECTRICAL

The entire electrical system shall be vapor sealed to eliminate moisture damage to NEMA 4 (National Electrical Mfg. Assoc.) standards.

COMPLY
OMNIBUS
COMPLY

The electrical system shall require a multi-plex type system capable of troubleshooting, diagnostics, and on-board monitoring. In addition, the system shall incorporate safety inter-locks to prevent accidental system activation.

OMNIBUS
COMPLY

The electrical system shall require a color display screen at the operator station capable of displaying all system diagnostics and gauges.

All electrical connections shall require no exposed wires or terminals.

COMPLY

All light bulbs shall be shock mounted to eliminate bulb failure.

COMPLY

All wiring shall be color coded and run in sealed terminal boxes.

COMPLY

FRONT OPERATING STATION AND CONTROLS

Operator station will be located at the front of the truck at the right side of the hose reel.

COMPLY

Controls and gauges to include:

High pressure water pump on-off

COMPLY

Hose reel forward-reverse valve

COMPLY

Adjustable hose reel speed control

COMPLY

Oil dampened water pressure gauge

COMPLY

Boom controls

COMPLY

Hose reel extend/retract control

COMPLY

Blower tachometer w/hour meter

COMPLY

Vacuum gauge

COMPLY

Digital color diagnostic control panel

COMPLY

Electronic E-Stop at each control station location

COMPLY

Digital Flow Meter located at front operator station

COMPLY

MOUNTING

Unit will be mounted on approved truck chassis at the factory of body manufacturer.

COMPLY

PAINT

P.D.BLOWER COMBINATION SEWER CLEANER

All metal surfaces shall be shot or sand lasted prior to painting.

COMPLY

All surfaces shall be cleaned by phosphorous wash process prior to painting

COMPLY

Module shall have a minimum of two and one half mil of suitable primer coat applied

COMPLY

Module shall have minimum of two and one half mil finish paint applied

COMPLY

Module and components shall be painted prior to assembly process

COMPLY

All hose and fittings, as well as electrical wires and connections shall not be painted.

COMPLY

ADDITIONAL ACCESSORIES

(2) front bumper toolboxes shall be provided.

X (1) 16X42X96
BEHIND CAB IN LIEU OF BUMPER

(2) 18x24x24 Aluminum toolboxes to be included.

35X14X24

Rear-mounted traffic arrow board is to be provided.

COMPLY

Safety mirror strobes are to be mounted on truck.

COMPLY

Safety midship and rear alternating flashers are to be included.

COMPLY

DELIVERY AND PRICE

Total price of unit 303,900.00 ~~XX~~

Delivery in days 60-120

Please list any preventative maintenance programs and/or guaranteed buy back programs that are available Bi MONTHLY INSPECTION
AT CITY FACILITY AT NO CHARGE

P.D.BLOWER COMBINATION SEWER CLEANER

MINIMUM CHASSIS SPECIFICATIONS

Engine & Equipment

330 HP Diesel Engine

Air compressor, 18.7 CFM with internal safety valve

Exhaust: RH under single DPF mounted in cab access with single vertical side of cab tailpipe.

Alternator 130 amp

Batteries 3 threaded post 2100 CCA dual purpose

6 gallon DEF tank

Transmission & Clutch

3000RDS 6-speed with PTO drive gear Includes heat exchanger & oil level sensor.
Rugged Duty Series for vocational applications. Transynd transmission fluid

Front Axle & Equipment

Front Axle 20,000 lbs.

Front brakes 16-1/2x6 in. 22,000lbs

Dust shields: all front axles

Front Springs flat leaf w/ graphite bronze bushings with seals

Front Shock Absorbers

Rear Axle & Equipment

Dual Rear Axle 46,000

5.63 Rear Axle Ratio

Dual Rear Brakes 16-1/2x7 in. to 46,000 lbs

Dust shields: all rear axles

Haldex Goldseal longstroke 2-Drive Axles spring parking chambers

Gunitite automatic rear slack adjusters

Organic SAE 80/90 Rear Axle Lube

54" axle spacing

Steel beams and bronze center bushings with bar pin adjustable end connections

Tires & Wheels

Continental HTC 425/65R22.5 20 PLY Radial Front Tires or Equivalent

Continental HDL ECO Plus 11R22.5 16PLY Radial Rear Tires or Equivalent

Frame & Equipment

260" Wheelbase

P.D.BLOWER COMBINATION SEWER CLEANER

7/16X3-9/16X11-1/8 Inch Steel Frame
1/4 Inch C-Channel Inner Frame Reinforcement
71" Frame overhang
6" Integral Front Frame Extension
Battery box located on LH side.

Fuel Tanks & Equip

Fuel tank 100 US Gal, 23" aluminum.

Cab & Equipment

Cab: Curbed glass conventional
Cab heater with integral defrosters & A/C 45,000 btu cab heater.
DR seat Air Cushion Plus HB Cloth with dual armrest
RD seat toolbox plus HB cloth with dual armrest
Radio AM/FM/CD/weather band with LED lighting
LH and RH 8" Molded-In Color Convex mounted under primary mirrors

Lights and Instruments

Circuit breakers replacing fuses
Air Dryer Bendix AD-IS heated

PAINT UNIT WHITE

PLEASE DETAIL ALL WARRANTIES ON CHASSIS AND BODY

Please include reference list of users in area Dierwine, Ms. Mobile Co. Ala Sheriff's Ala.

Please list any buyback programs available NONE

Please list any preventative maintenance programs available NONE - SEE ATTACHED FOR EXTENDED WARRANTIES

Does bidder offer ON SITE WARRANTY at NO COST YES - DURING 1ST YEAR ?

Please list options for a 3 year and 5 year lease purchase 3 YEAR - \$ 9,356.⁰⁰ p/month
5 YEAR - \$ 5,827.⁰⁰ p/month

Delivery in Days 150

Price \$ 317,680.⁰⁰

Preventative Maintenance Program Cost N/A

Bidder:

Company TRUCK EQUIPMENT SALES, INC.

Representative KEITH BROWN

Phone 251-666-8606

FILED
MAR 08 2012
EDDIE R. MYERS, CITY CLERK
Deputy Clerk

FILED

MAR 08 2012

EDDIE R. MYERS, CITY CLERK
Deputy Clerk

P.D.BLOWER COMBINATION SEWER CLEANER

GENERAL SPECIFICATIONS

The machine will be used for removing sand, stones, bottles, cans, grease, sludge and other debris from sanitary sewer and/or storm drain lines by the flushing action of high pressure water. The unit shall include a positive displacement (vacuum) blower and a hydraulically driven high pressure water pump. The machine shall be equipped with self-contained water supply as the water source for the high-pressure pump. The system shall have a capability of operating both vacuum and rodder simultaneously at rated operating pressure.

The machine shall include an enclosed and sealed body for storage of the collected debris and self-contained water supply as the water source for the high-pressure pump.

As it is the intent that this unit will have an anticipated life of ten years the manufacturer should answer the following general questions. Only bids from manufactures that have experience in manufacturing combination sewer cleaners will be considered.

How long has manufacturer been in the business of manufacturing?
combination sewer cleaners?

25 YRS

How many units of this type has the manufacturer produced? 3,000

☒ YES ☐ NO

Is unit bid a current production model?

☒ YES ☐ NO

Bidder has enclosed manufactures literature, specifications and all pertinent information concerning this bid?

☒ YES ☐ NO

Bid proposal was filled out thoroughly and all pertinent information requested was provided and any deviations thoroughly explained?

☒ YES ☐ NO

Truck Ego Sales

317

P.D.BLOWER COMBINATION SEWER CLEANER

DEBRIS BODY

The debris storage body shall be constructed of a minimum 3/16" corrosion and abrasion resistant steel with a minimum yield point of 50,000 PSI and a minimum tensile strength of 70,000 PSI.

✓

The body shall be round for maximum strength and have a minimum Volumetric capacity of 15 cubic yards

✓

The body shall have a rear door that is hinged at the top and is equipped with a replaceable neoprene seal to prevent leakage.

✓

Flat or domed style rear door with four (4) individual rod and receiver block type or 5 locks controlled by sequential door locking system. Door shall have hydraulic locks and door power up, power down, open/close feature.

✓

The body shall be supplied with a load level indicator to show when the body is loaded to capacity.

✓

The rear door shall be equipped with a 6" drain port and 10' body drain hose this allows operator to drain off excess liquids while retaining solids.

✓

Debris body shall be dumped by raising the body to a 50° utilizing a forward mounted, double acting hydraulic dump cylinder.

✓

The debris body shall be fixtured on an independent frame, separate from the chassis frame and mounted via a 3-point mounting system or shear plate mounted to allow flexing to occur without causing frame damage.

✓

To achieve best possible material separation and minimize material being discharged to atmosphere, the positive displacement blower shall draw air from 2 separate ports in the debris body.

✓

The body shall incorporate dual air ducting system a dual stainless steel ball float shutoff system W/high impact corrosion resistant screens or automatic vacuum breaker shut off with cover for protection.

Dump controls and accessory controls shall be provided at a central curbside location, directly behind the cab of the truck.

✓

Splash shield shall be provided.

✓

Cyclone separators shall be included.

✓

P.D.BLOWER COMBINATION SEWER CLEANER

A submersible trash pump must be included and be mounted on the exterior.

✓

Debris must be equipped with a flush out system.

✓

WATER TANKS

Water tanks must have a certified-metered capacity of 1500 gallons.

✓

The 1500 gallon capacity shall be achieved via multiple cylindrical cells.

✓

The aluminum water cells shall not require internal coatings and shall be easily repaired or patched if required.

POLYETHYLENE

The cells shall be hung via steel or rubber lined "J" straps which allow the cells to easily be removed from the unit if required.

✓

The water cells shall be located beginning directly behind the cab of the truck and end at the very rear of the unit, thus providing the best possible weight distribution.

✓

The water tanks shall be adequately vented and connected to provide complete filling. A minimum 4" and 4" connection between tanks shall be provided.

✓

The water tanks shall be totally separate from the debris tanks and provide no structural support.

✓

All water cells shall be positioned at or below the frame of the unit, thus providing the best possible and lowest available center of gravity.

✓

The water tanks shall share no common walls with the debris tanks to prevent corrosion.

✓

The water tank shall come equipped with an anti-siphon device and 25' of hydrant fill hose and fittings. A water level sight gauge shall also be provided.

✓

The water tanks shall come supplied with a 2"Y" pattern filter with an 80 mesh stainless steel strainer to filter the water before it enters the water tank.

✓

The water tanks shall carry a 10 year warranty against corrosion or cracking.

✓

P.D. BLOWER COMBINATION SEWER CLEANER

A low water alarm with light should be provided with unit.

✓

VACUUM SYSTEM

A positive displacement rotary lobe shall provide the vacuum.

A rotary lobe type blower capable of 4500 cfm inlet volume @ 0" Hg.,
3620 cfm @ 16" Hg and 2250 RPMs.

✓

The vacuum system shall incorporate a stainless steel final filter screen
and housing, located prior to the blower inlet for added protection.
For added protection to vacuum system, two vacuum reliefs shall be
incorporated, set at 16" Hg.

✓

The blower, transfer case and hydraulic power shall be controlled by
air shift control, located in the cab, or hydrostatically.

✓

Electronic blower engagement front station control at hose reel

✓

VACUUM SYSTEM DRIVE

Blower shall be driven from the chassis engine via the transmission drive
shafts and heavy-duty split shaft transfer case, direct to blower with no
v-belts to maintain or adjust or hydrostatic drive Front PTO

PTD DRIVE w/ COG BELTS

The blower will be provided with a silencer with exhaust above
the cab with rain cap.

✓

VACUUM SYSTEM PICK-UP HOSE

Shall be designed for front end operation with hose mounted and stored
at front mounted workstation. Front mounted location is desired for ease
of positioning vacuum hose as well as minimizing need for operator to
swing hose into traffic.

✓

All connections between debris body and vacuum system will be of the
self-adjusting pressure fitting type.

✓

All hose and tubes shall be 8" I.D. and will remain stationary and not
raise with debris body in order to minimize possibility of running
vacuum hose into power lines and low hanging branches. The upper
debris tube shall consist of an anchored steel tube for additional life.

✓

Unit shall have at least 30' of vacuum pipe.

✓

P.D.BLOWER COMBINATION SEWER CLEANER

Boom should be at least 8 feet in length and have telescoping abilities.

✓

BOOM

The lift and swing movements shall be accomplished by cylinder or worm gear rotation. Gear and chain type rotations are not preferred due to maintenance considerations.

✓

The boom shall be operated by an electric-over-hydraulic system which draws its power from hydraulic pump mounted to the transfer case or chassis engine.

✓

The boom shall be hydraulically driven up, down, left and right directions. Boom shall be controlled by a remote push button control station by cable to the hydraulic power swing and lift cylinders.

✓

The boom pendant control shall come equipped with control switches for all directions as well as a safety emergency shutdown button which automatically eliminates power to the boom.

✓

A cab protection device with boom cradle, independent of cab that will protect cab and prevent boom sway while in transit.

✓

Pipe extensions will be included to allow operator to clean to depths of 20'. This will include a 6'6" catch basin nozzle with a steel reinforced tip. Pipe should include sufficient adjustable over-center quick clamps to join the aluminum flanged suction pipe.

✓

The vacuum hose will be mounted on a boom which will rotate a minimum of 180° and provide 179" of reach off the centerline of the unit.

✓

Lights are to be provide and mounted to boom.

✓

HIGH PRESSURE WATER PUMP

The water pump should be capable of smooth and pulsating flow.

✓

The positive displacement, high-pressure water pump shall be a double acting, single piston pump hydraulically operated direct from a hydraulic pump or triplex pump.

✓

The hydraulic flow to drive the water pump will be from a hydraulic

P.D.BLOWER COMBINATION SEWER CLEANER

oil pump driven by the heavy duty split shaft transfer case or PTO. The water pump shall operate with oil to water ratio of 1 to 1.

✓

The rated design capacity of the high-pressure water pump shall be 100 GPM or 2500 PSI. This capacity shall insure long pump life.

✓

The hydraulic pump and water pump shall be sized to allow the water system to operate at a minimum 60 GPM at 2000 PSI continuous duty operation.

✓

Standard operation of the pump should produce 80 GPM @ 2500 PSI.

✓

The water pump shall cycle approximately every 4 1/2 seconds. This pump cycle shall provide an automatic "Jack Hammer" action in the hose to assist the nozzle in breaking through obstructions.

✓

The water pump location shall provide a flooded suction inlet to eliminate potential cavitation damage. The water pump location shall be certified by the pump manufacturer.

✓

The high-pressure water pump will be designed so no damage will occur if run at normal operating pressure without water for 30 minutes. A certification by the original water pump manufacturer to operate in such a manner shall be provided.

✓

The water pump shall have a 3" Y-type strainer with a minimum 80 mesh stainless steel filter media and a 3" water shutoff valve located in the water pump suction line.

✓

Drain valves for the water pump are to be included.

✓

The positive displacement water pump will have the capability to purge residual water out of the water system by pumping air through entire water system. Drain plugs will be provided in the bottom section of the water pump for complete cold weather draining.

✓

The water pump shall be capable of maximum water pressure and flow while achieving maximum vacuum capability. The water pump shall operate independent of vacuum system.

✓

An oil to water heat exchanger will be provided in the water system to

P.D.BLOWER COMBINATION SEWER CLEANER

cool all hydraulic fluids on the unit or air to oil.

✓

State Rpm of water pump.

0-1200

Water pump shall have capabilities of being engaged and disengaged from driving mechanism at the front control panel by turning on or off an electric switch, thus providing added control and safety.

✓

Water system must have the ability to vary flow from zero to maximum system flow. Flow must be varied by a hydraulically controlled system. Any system that relies on the use of a manual ball valve is unacceptable. The use of a dump valve to achieve flow variation is also unacceptable.

✓

FRONT MOUNTED HOSE REEL

Hose reel must be mounted to the front of the chassis of the truck.

✓

Hose reel must be able to rotate 180 degrees and must stay within the headlights of the truck.

✓

A hose reel assembly will be mounted on an independent frame which can be removed from brackets attached permanently to main truck frame members.

✓

Hose reel will be manufactured out of 1/4" spun steel for added structural strength. This spun steel will require no internal or external reinforcements which could damage rodder hose.

✓

Hose reel will be constructed to hydraulically extend forward 15", providing full access to the chassis engine. The hose reel extension function shall be provided via a hydraulic cylinder, not a manual jack.

✓

Hose reel will have a minimum capacity of 800' of 1" I.D. rodder hose.

✓

Hose reel will be driven via a hydraulic motor with a dual sprocket and chain system. The motor shall control the reel speed and forward or reverse rotation.

✓

Hose reel will have a one inch rotating swivel joint that is adjustable and have replaceable seals on the inlet line to provide free rotation of hose reel.

✓

All operating controls will be located on the hose reel.

✓

P.D. BLOWER COMBINATION SEWER CLEANER

HIGH PRESSURE JET HOSE

Jet hose will be supplied that is 1" I.D. and has operating pressure of 2500 PSI and a burst pressure of 6250 PSI. 500' of hose will be supplied with unit.

Two jet nozzles will come furnished with the unit. A 15° sand nozzle and a 30° sanitary nozzle shall be furnished. These nozzles should both be equipped with tungsten carbide orifices for added life.

A flexible hose guide will be provided with restraining rope, for protection of rodder hose and to provide help in locating nozzles in sewer lines.

HYDRAULIC SYSTEM

The hydraulic reservoir shall have a 50-gallon capacity. The hydraulic reservoir shall be baffled with a suction line filter.

The reservoir shall have an inspection hatch for maintenance.

An oil level sight gauge shall be supplied

The tank shall be totally modular component and easily removed from its storage area.

10-micron spin on type hydraulic filter shall be supplied

A lube manifold shall be included in the machine.

HANDGUN MANHOLE CLEANING SYSTEM

The positive displacement, double acting, single piston high pressure water pump will be utilized to supply 20 GPM at 600 PSI (relieved to protect operator) to the wash down handgun system.

A handgun will be supplied that comes equipped with 50' of 1/2" wire reinforced hose. The handgun shall come equipped with quick connect coupler. The hose reel should also be retractable.

Handgun system will include a midship connection that allow the operator to deliver water to area served by pick-up hose and to the inside of the debris body for clean out. The handgun should allow for changing of flow pattern from a fine mist to a steady stream.

P.D.BLOWER COMBINATION SEWER CLEANER

ELECTRICAL

The entire electrical system shall be vapor sealed to eliminate moisture damage to NEMA 4 (National Electrical Mfg. Assoc.) standards.

✓
✓

The electrical system shall require a multi-plex type system capable of troubleshooting, diagnostics, and on-board monitoring. In addition, the system shall incorporate safety inter-locks to prevent accidental system activation.

The electrical system shall require a color display screen at the operator station capable of displaying all system diagnostics and gauges.

✓

All electrical connections shall require no exposed wires or terminals.

✓

All light bulbs shall be shock mounted to eliminate bulb failure.

✓

All wiring shall be color coded and run in sealed terminal boxes.

✓

FRONT OPERATING STATION AND CONTROLS

Operator station will be located at the front of the truck at the right side of the hose reel.

✓

Controls and gauges to include:

High pressure water pump on-off

✓

Hose reel forward-reverse valve

✓

Adjustable hose reel speed control

✓

Oil dampened water pressure gauge

✓

Boom controls

✓

Hose reel extend/retract control

✓

Blower tachometer w/hour meter

✓

Vacuum gauge

✓

Digital color diagnostic control panel

✓

Electronic E-Stop at each control station location

✓

Digital Flow Meter located at front operator station

MOUNTING

Unit will be mounted on approved truck chassis at the factory of body manufacturer.

✓

PAINT

P.D.BLOWER COMBINATION SEWER CLEANER

All metal surfaces shall be shot or sand blasted prior to painting.

☒

All surfaces shall be cleaned by phosphorous wash process prior to painting

☒

Module shall have a minimum of two and one half mil of suitable primer coat applied

☒

Module shall have minimum of two and one half mil finish paint applied

☒

Module and components shall be painted prior to assembly process

☒

All hose and fittings, as well as electrical wires and connections shall not be painted.

☒

ADDITIONAL ACCESSORIES

(2) front bumper toolboxes shall be provided.

☒

(2) 18x24x24 Aluminum toolboxes to be included.

☒

Rear-mounted traffic arrow board is to be provided.

☒

Safety mirror strobes are to be mounted on truck.

☒

Safety midship and rear alternating flashers are to be included.

☒

DELIVERY AND PRICE

Total price of unit _____

Delivery in days 150 DAYS

Please list any preventative maintenance programs and/or guaranteed buy back programs that are available NONE



City of Hattiesburg, MS

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

Master

File Number: 2012-0706

File ID: 2012-0706

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: Acknowledge bids received for the Hwy 98 West Fire Lines, accept bid from 4-D Construction, Inc. in the amount of \$3,849,627.77 and authorize Mayor to execute same.

Final Action:

Minute Book Number: MB2012-1/125

Title:

Acknowledge receipt of bids received on March 29, 2012, for the Hwy 98 West Fire Lines, and accept the bid from 4-D Construction, Inc. of Louisville, MS in the amount of \$3,849,627.77 as being the lowest and best bid received, and authorize Mayor to execute contract for same.

Notes: Funding from Water/Sewert Bond

Sponsors:

Enactment Date:

Attachments: Certified Bid Tab, Pages from
1273-W001_Plans_2012-02-08

Enactment Number:

Contact:

Meeting Date: 04/17/2012

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	04/17/2012					

Text of Legislative File 2012-0706

Title

Acknowledge receipt of bids received on March 29, 2012, for the Hwy 98 West Fire Lines, and accept the bid from 4-D Construction, Inc. of Louisville, MS in the amount of \$3,849,627.77 as being the lowest and best bid received, and authorize Mayor to execute contract for same.

Summary

Acknowledge receipt of bids received on March 29, 2012, for the Hwy 98 West Fire Lines, and accept the bid from 4-D Construction, Inc. of Louisville, MS in the amount of \$3,849,627.77 as being the lowest and best bid received, and authorize Mayor to execute

contract for same.

.

Budget Information

\$3,849,627.77

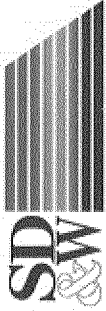
Expenditure Type

Regular Budget Item

Purchasing Item

Sealed Bid

Publication Information



SHOWS, DEARMAN & WAITS, INC.

CONSULTING ENGINEERS

P.O. BOX 1711, 301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39403-1711
P: (601) 544-1821 F: (601) 544-0501
HTTP://WWW.SD-W.COM

RAYMOND M. DEARMAN, PE., R.L.S.
MICHAEL T. WAITS, PE., R.L.S.
NICHOLAS M. CORNOLLY, PE., R.L.S.
KYLE D. WALLACE, PE.
SHEA E. MCNEASE, PE.
JOHN T. WEEKS, PE.
BENNIE J. SELLERS, PE., R.L.S.
PAUL J. SHOWS (1996)

March 29, 2012

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

Attn: Bert Kuyrkendall

Re: Highway 98 West Fire Lines
City of Hattiesburg

Bert:

I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on March 29, 2012 for the above referenced project.

I recommend award to the lowest bidder, 4-D Construction, Inc. from Louisville, MS, in the amount of Three Million Eight Hundred Forty-Nine Thousand Six Hundred Twenty-Seven and Seventy-Seven Cents (\$3,849,627.77).

Enclosed are a copy of the bid from 4-D Construction, Inc. and the original bids from all other bidders.

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', written over a horizontal line.

Kyle D. Wallace, P.E.
Project Engineer

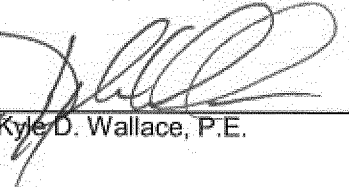
/nd

Enclosure

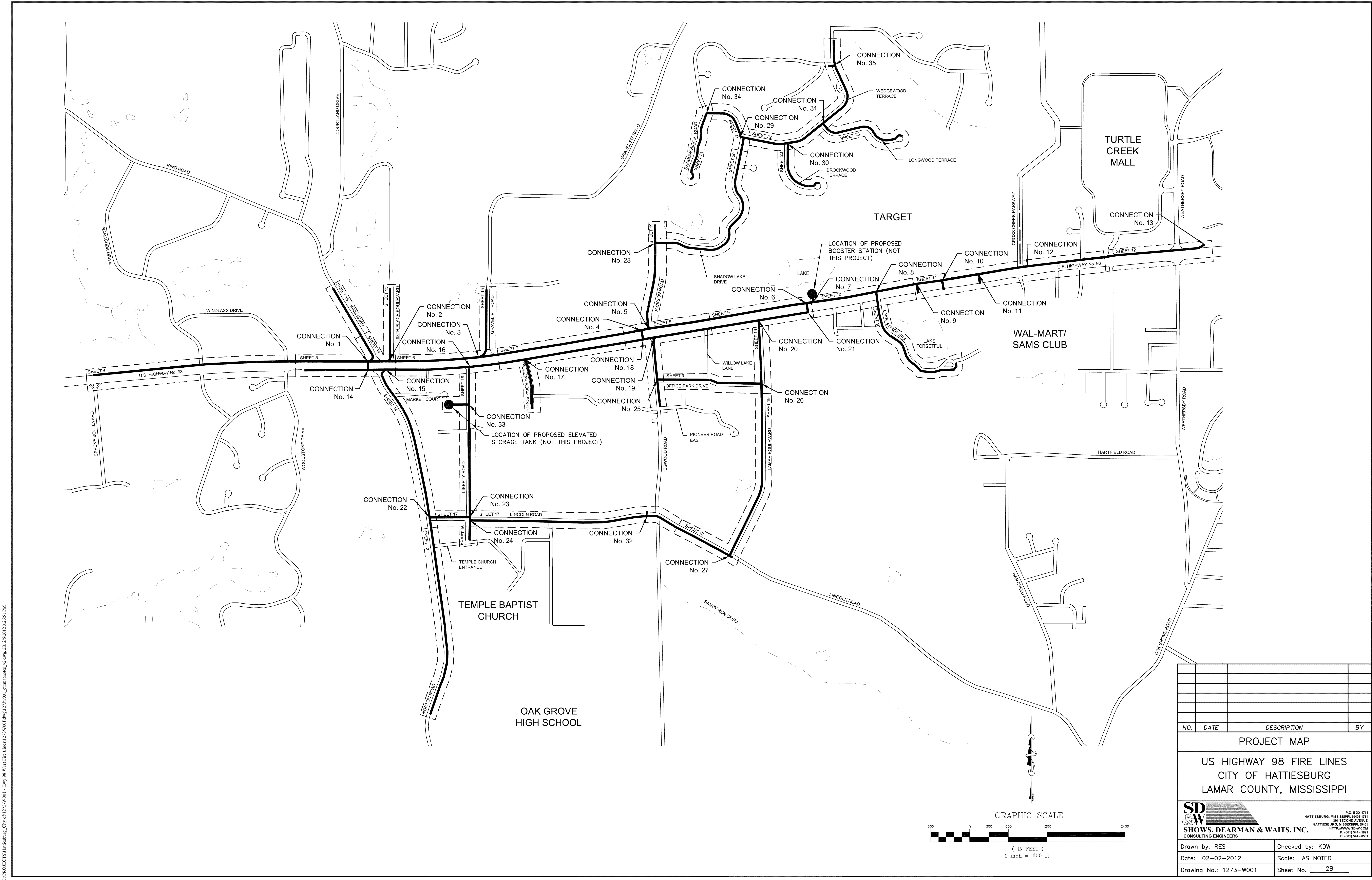
BID TAB Project: Highway 98 West Fire Lines City of Hattiesburg Project No. 1273-W001				March 29, 2012		4-D Construction, Inc. PO Box 127 Louisville, MS 39339		S & J Construction Co., Inc. PO Box 5003 Jacksonville, AR 72078		Eutaw Construction Co., Inc. PO Box 36 Aberdeen, MS 39730		Hemphill Construction Co. PO Drawer 879 Florence, MS 39073	
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	3,030	L.F.	\$26.05	\$78,931.50	\$23.76	\$71,992.80	\$20.00	\$60,600.00	\$30.00	\$90,900.00		
2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	15,367	L.F.	\$29.45	\$452,558.15	\$25.88	\$397,697.96	\$23.00	\$353,441.00	\$33.00	\$507,111.00		
3	12" Class 350 Ductile Iron Water Pipe (Open Cut)	32,054	L.F.	\$41.25	\$1,322,227.50	\$35.18	\$1,127,659.72	\$40.00	\$1,282,160.00	\$40.00	\$1,282,160.00		
4	16" Class 350 Ductile Iron Water Pipe (Open Cut)	2,985	L.F.	\$71.15	\$212,382.75	\$58.63	\$175,010.55	\$53.00	\$158,205.00	\$65.00	\$194,025.00		
5	6" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	300	L.F.	\$52.05	\$15,615.00	\$56.06	\$16,818.00	\$70.00	\$21,000.00	\$51.00	\$15,300.00		
6	8" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	800	L.F.	\$65.50	\$52,400.00	\$58.77	\$47,016.00	\$80.00	\$64,000.00	\$69.00	\$55,200.00		
7	12" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	2,520	L.F.	\$75.50	\$190,260.00	\$84.27	\$212,360.40	\$90.00	\$226,800.00	\$103.00	\$259,560.00		
8	16" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	90	L.F.	\$105.00	\$9,450.00	\$113.14	\$10,182.60	\$140.00	\$12,600.00	\$159.00	\$14,310.00		
9	8" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	60	L.F.	\$65.00	\$3,900.00	\$60.09	\$3,605.40	\$90.00	\$5,400.00	\$82.00	\$4,920.00		
10	10" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	1,550	L.F.	\$72.50	\$112,375.00	\$74.03	\$114,746.50	\$95.00	\$147,250.00	\$83.00	\$128,650.00		
11	16" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	2,130	L.F.	\$119.95	\$255,493.50	\$119.51	\$254,556.30	\$175.00	\$372,750.00	\$156.00	\$332,280.00		
12	22" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	690	L.F.	\$148.50	\$102,465.00	\$175.25	\$120,922.50	\$230.00	\$158,700.00	\$222.00	\$153,180.00		
13	18" Steel Casing, 0.25" WT (Open Cut)	80	L.F.	\$65.25	\$5,220.00	\$117.67	\$9,413.60	\$50.00	\$4,000.00	\$74.00	\$5,920.00		
14	12" Steel Casing, 0.25" WT (Bored)	120	L.F.	\$36.65	\$4,398.00	\$121.31	\$14,557.20	\$85.00	\$10,200.00	\$109.00	\$13,080.00		
15	14" Steel Casing, 0.25" WT (Bored)	1,125	L.F.	\$42.25	\$47,531.25	\$136.03	\$153,033.75	\$100.00	\$112,500.00	\$120.00	\$135,000.00		
16	18" Steel Casing, 0.25" WT (Bored)	2,525	L.F.	\$70.00	\$176,750.00	\$148.43	\$374,785.75	\$130.00	\$328,250.00	\$154.00	\$388,850.00		
17	24" Steel Casing, 0.25" WT (Bored)	120	L.F.	\$76.67	\$9,200.40	\$199.44	\$23,932.80	\$160.00	\$19,200.00	\$193.00	\$23,160.00		
18	Connection: Proposed 16" to Existing 16" (Straight Connection w/ fittings)	2	Each	\$2,450.00	\$4,900.00	\$2,973.56	\$5,947.12	\$2,000.00	\$4,000.00	\$1,720.00	\$3,440.00		
19	Connection: Proposed 16" to Existing 16" (Hot Tap w/ Valve Assembly)	1	Each	\$13,455.00	\$13,455.00	\$17,031.96	\$17,031.96	\$17,000.00	\$17,000.00	\$13,000.00	\$13,000.00		
20	Connection: Proposed 16" to Proposed 16" (Tee & other fittings)	1	Each	\$5,500.00	\$5,500.00	\$2,973.56	\$2,973.56	\$4,500.00	\$4,500.00	\$2,700.00	\$2,700.00		
21	Connection: Proposed 16" to Proposed 12" (Straight Connection w/ fittings)	1	Each	\$5,250.00	\$5,250.00	\$2,991.15	\$2,991.15	\$1,200.00	\$1,200.00	\$965.00	\$965.00		
22	Connection: Proposed 16" to Proposed 8" (Tee & other fittings)	1	Each	\$4,550.00	\$4,550.00	\$2,546.10	\$2,546.10	\$2,000.00	\$2,000.00	\$1,815.00	\$1,815.00		
23	Connection: Proposed 12" to Proposed 12" (Tee & other fittings)	13	Each	\$3,205.00	\$41,665.00	\$1,667.23	\$21,673.99	\$1,400.00	\$18,200.00	\$1,285.00	\$16,705.00		
24	Connection: Proposed 12" to Proposed 12" & 8" (Cross & other fittings)	1	Each	\$3,150.00	\$3,150.00	\$2,469.51	\$2,469.51	\$1,500.00	\$1,500.00	\$2,070.00	\$2,070.00		
25	Connection: Proposed 12" to Proposed 8" (Tee & other fittings)	8	Each	\$2,850.00	\$22,800.00	\$1,807.11	\$14,456.88	\$1,300.00	\$10,400.00	\$1,125.00	\$9,000.00		
26	Connection: Proposed 8" to Existing 16" (Hot Tap w/ Valve Assembly)	3	Each	\$4,885.00	\$14,655.00	\$5,824.17	\$17,472.51	\$5,000.00	\$15,000.00	\$4,180.00	\$12,540.00		
27	Connection: Proposed 8" to Proposed 8" (Tee & other fittings)	3	Each	\$1,650.00	\$4,950.00	\$1,681.53	\$5,044.59	\$1,200.00	\$3,600.00	\$615.00	\$1,845.00		
28	Connection: Proposed 8" to Proposed 6" (Tee & other fittings)	4	Each	\$1,445.00	\$5,780.00	\$1,629.09	\$6,516.36	\$1,000.00	\$4,000.00	\$565.00	\$2,260.00		
29	16" Gate Valve	3	Each	\$6,500.00	\$19,500.00	\$5,596.25	\$16,788.75	\$6,200.00	\$18,600.00	\$5,450.00	\$16,350.00		
30	12" Gate Valve	53	Each	\$2,250.00	\$119,250.00	\$1,924.58	\$102,002.74	\$2,100.00	\$111,300.00	\$2,000.00	\$106,000.00		
31	8" Gate Valve	27	Each	\$1,195.00	\$32,265.00	\$1,201.64	\$32,444.28	\$1,200.00	\$32,400.00	\$1,070.00	\$28,890.00		
32	6" Gate Valve	5	Each	\$725.00	\$3,625.00	\$933.98	\$4,669.90	\$850.00	\$4,250.00	\$800.00	\$4,000.00		
33	other fittings)	96	Each	\$3,450.00	\$331,200.00	\$3,256.00	\$312,576.00	\$3,600.00	\$345,600.00	\$3,500.00	\$336,000.00		
34	Existing System, Connection to Existing Fire System, etc.)	10	Each	\$3,000.00	\$30,000.00	\$3,552.95	\$35,529.50	\$3,200.00	\$32,000.00	\$3,500.00	\$35,000.00		
35	Temporary Erosion Control	1	L.S.	\$25,000.00	\$25,000.00	\$95,700.00	\$95,700.00	\$100,000.00	\$100,000.00	\$55,000.00	\$55,000.00		
36	Grassing	1	L.S.	\$26,500.00	\$26,500.00	\$181,400.00	\$181,400.00	\$100,000.00	\$100,000.00	\$35,000.00	\$35,000.00		
37	Maintenance of Traffic	1	L.S.	\$75,000.00	\$75,000.00	\$80,875.00	\$80,875.00	\$100,000.64	\$100,000.64	\$6,000.00	\$6,000.00		
38	Mobilization	1	L.S.	\$9,474.72	\$9,474.72	\$202,625.00	\$202,625.00	\$90,000.00	\$90,000.00	\$195,000.00	\$195,000.00		
Total Bid:					\$3,849,627.77		\$4,292,026.73		\$4,352,606.64		\$4,487,186.00		

BID TAB				March 29, 2012		Jay Bearden Constr, Inc.		Boh Bros Constr Co, LLC		Hensley R Lee Contracting, Inc	
Project: Highway 98 West Fire Lines						PO Box 180428		PO Drawer 53266		311 Acorn Lane	
City of Hattiesburg						Richland, MS 39218		New Orleans, LA 70153		Picayune, MS 39466	
Project No. 1273-W001											
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	3,030	L.F.	\$23.08	\$69,932.40	\$33.00	\$99,990.00	\$44.00	\$133,320.00		
2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	15,367	L.F.	\$28.79	\$442,415.93	\$37.00	\$568,579.00	\$47.00	\$722,249.00		
3	12" Class 350 Ductile Iron Water Pipe (Open Cut)	32,054	L.F.	\$45.42	\$1,455,892.68	\$45.00	\$1,442,430.00	\$60.00	\$1,923,240.00		
4	16" Class 350 Ductile Iron Water Pipe (Open Cut)	2,985	L.F.	\$72.99	\$217,875.15	\$81.00	\$241,785.00	\$85.00	\$253,725.00		
5	6" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	300	L.F.	\$46.34	\$13,902.00	\$65.00	\$19,500.00	\$75.00	\$22,500.00		
6	8" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	800	L.F.	\$55.74	\$44,592.00	\$83.00	\$66,400.00	\$80.00	\$64,000.00		
7	12" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	2,520	L.F.	\$100.71	\$253,789.20	\$118.00	\$297,360.00	\$93.00	\$234,360.00		
8	16" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	90	L.F.	\$162.09	\$14,588.10	\$182.00	\$16,380.00	\$150.00	\$13,500.00		
9	8" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	60	L.F.	\$65.52	\$3,931.20	\$63.00	\$3,780.00	\$70.00	\$4,200.00		
10	10" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	1,550	L.F.	\$74.81	\$115,955.50	\$76.00	\$117,800.00	\$82.00	\$127,100.00		
11	16" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	2,130	L.F.	\$137.61	\$293,109.30	\$138.00	\$293,940.00	\$120.00	\$255,600.00		
12	22" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	690	L.F.	\$237.00	\$163,530.00	\$248.00	\$171,120.00	\$150.00	\$103,500.00		
13	18" Steel Casing, 0.25" WT (Open Cut)	80	L.F.	\$70.94	\$5,675.20	\$89.00	\$7,120.00	\$90.00	\$7,200.00		
14	12" Steel Casing, 0.25" WT (Bored)	120	L.F.	\$80.31	\$9,637.20	\$65.00	\$7,800.00	\$85.00	\$10,200.00		
15	14" Steel Casing, 0.25" WT (Bored)	1,125	L.F.	\$93.86	\$105,592.50	\$82.00	\$92,250.00	\$91.00	\$102,375.00		
16	18" Steel Casing, 0.25" WT (Bored)	2,525	L.F.	\$125.80	\$317,645.00	\$176.00	\$444,400.00	\$120.00	\$303,000.00		
17	24" Steel Casing, 0.25" WT (Bored)	120	L.F.	\$155.30	\$18,636.00	\$200.00	\$24,000.00	\$135.00	\$16,200.00		
18	Connection: Proposed 16" to Existing 16" (Straight Connection w/ fittings)	2	Each	\$2,097.03	\$4,194.06	\$3,625.00	\$7,250.00	\$3,000.00	\$6,000.00		
19	Connection: Proposed 16" to Existing 16" (Hot Tap w/ Valve Assembly)	1	Each	\$13,231.90	\$13,231.90	\$4,000.00	\$4,000.00	\$12,000.00	\$12,000.00		
20	Connection: Proposed 16" to Proposed 16" (Tee & other fittings)	1	Each	\$3,910.58	\$3,910.58	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00		
21	Connection: Proposed 16" to Proposed 12" (Straight Connection w/ fittings)	1	Each	\$1,408.18	\$1,408.18	\$1,916.00	\$1,916.00	\$3,000.00	\$3,000.00		
22	Connection: Proposed 16" to Proposed 8" (Tee & other fittings)	1	Each	\$1,948.10	\$1,948.10	\$2,588.00	\$2,588.00	\$3,000.00	\$3,000.00		
23	Connection: Proposed 12" to Proposed 12" (Tee & other fittings)	13	Each	\$1,582.45	\$20,571.85	\$2,267.00	\$29,471.00	\$3,000.00	\$39,000.00		
24	Connection: Proposed 12" to Proposed 12" & 8" (Cross & other fittings)	1	Each	\$1,330.84	\$1,330.84	\$2,221.00	\$2,221.00	\$3,000.00	\$3,000.00		
25	Connection: Proposed 12" to Proposed 8" (Tee & other fittings)	8	Each	\$1,374.40	\$10,995.20	\$1,289.00	\$10,312.00	\$3,000.00	\$24,000.00		
26	Connection: Proposed 8" to Existing 16" (Hot Tap w/ Valve Assembly)	3	Each	\$4,824.25	\$14,472.75	\$3,743.00	\$11,229.00	\$5,000.00	\$15,000.00		
27	Connection: Proposed 8" to Proposed 8" (Tee & other fittings)	3	Each	\$645.15	\$1,935.45	\$2,166.00	\$6,498.00	\$3,000.00	\$9,000.00		
28	Connection: Proposed 8" to Proposed 6" (Tee & other fittings)	4	Each	\$673.27	\$2,693.08	\$828.00	\$3,312.00	\$3,000.00	\$12,000.00		
29	16" Gate Valve	3	Each	\$6,394.58	\$19,183.74	\$6,532.00	\$19,596.00	\$7,200.00	\$21,600.00		
30	12" Gate Valve	53	Each	\$2,700.20	\$143,110.60	\$2,484.00	\$131,652.00	\$3,000.00	\$159,000.00		
31	8" Gate Valve	27	Each	\$1,312.73	\$35,443.71	\$1,474.00	\$39,798.00	\$1,600.00	\$43,200.00		
32	6" Gate Valve	5	Each	\$931.50	\$4,657.50	\$1,127.00	\$5,635.00	\$1,200.00	\$6,000.00		
33	other fittings)	96	Each	\$3,683.67	\$353,632.32	\$3,972.00	\$381,312.00	\$3,600.00	\$345,600.00		
34	Existing System, Connection to Existing Fire System, etc.)	10	Each	\$2,725.68	\$27,256.80	\$2,303.00	\$23,030.00	\$3,000.00	\$30,000.00		
35	Temporary Erosion Control	1	L.S.	\$150,000.00	\$150,000.00	\$32,667.00	\$32,667.00	\$25,000.00	\$25,000.00		
36	Grassing	1	L.S.	\$50,000.00	\$50,000.00	\$16,670.00	\$16,670.00	\$25,000.00	\$25,000.00		
37	Maintenance of Traffic	1	L.S.	\$50,000.00	\$50,000.00	\$58,091.00	\$58,091.00	\$50,000.00	\$50,000.00		
38	Mobilization	1	L.S.	\$70,000.00	\$70,000.00	\$193,155.00	\$193,155.00	\$200,000.00	\$200,000.00		
Total Bid:					\$4,526,676.02		\$4,899,537.00		\$5,332,169.00		

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on March 29, 2012 at 10:00 a.m., and that said tabulation is true and correct to the best of my belief.


 Kyle D. Wallace, P.E.

G:\PROJECTS\Hattiesburg_Clip of 1273-W001 - Hwy 98 West Fire Lines\1273-W001 (Fig 1273w001) - drawings_v2.dwg, 28, 2/6/2012 12:26:41 PM



NO.	DATE	DESCRIPTION	BY
PROJECT MAP			
US HIGHWAY 98 FIRE LINES			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
SD & W		P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711	
SHOWS, DEARMAN & WAITS, INC.		301 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401	
CONSULTING ENGINEERS		HTTP://WWW.SD-W.COM P: (601) 544-1821 F: (601) 544-6501	
Drawn by: RES		Checked by: KDW	
Date: 02-02-2012		Scale: AS NOTED	
Drawing No.: 1273-W001		Sheet No. 28	



City of Hattiesburg, MS

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

Master

File Number: 2012-0704

File ID: 2012-0704

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: Acknowledge bids received for the Hwy 98 Elevated Water Tank, accept bid from Phoenix Fabricators and Erectors, Inc. in the amount of \$806,735.00 and authorize Mayor to execute same.

Final Action:

Minute Book Number: MB 2012-1/125

Title:

Acknowledge receipt of bids received on March 29, 2012, for the Hwy 98 Elevated Water Tank, and accept the bid from Phoenix Fabricators and Erectors, Inc. of Avon, IN in the amount of \$806,735.00 as being the lowest and best bid received, and authorize Mayor to execute contract for same.

Notes: Funding from Water/Sewer Bond

Sponsors:

Enactment Date:

Attachments: Certified Bid Tab

Enactment Number:

Contact:

Meeting Date: 04/17/2012

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	04/17/2012					

Text of Legislative File 2012-0704

Title

Acknowledge receipt of bids received on March 29, 2012, for the Hwy 98 Elevated Water Tank, and accept the bid from Phoenix Fabricators and Erectors, Inc. of Avon, IN in the amount of \$806,735.00 as being the lowest and best bid received, and authorize Mayor to execute contract for same.

Summary

Acknowledge receipt of bids received on March 29, 2012, for the Hwy 98 Elevated Water Tank, and accept the bid from Phoenix Fabricators and Erectors, Inc. of Avon, IN in the amount of \$806,735.00 as being the lowest and best bid received, and authorize Mayor to

execute contract for same.

.

Budget Information

\$806,735.00

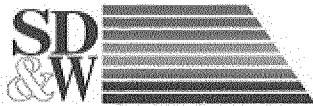
Expenditure Type

Regular Budget Item

Purchasing Item

Sealed Bid

Publication Information



SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

P.O. BOX 1711, 301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39403-1711
P: (601) 544-1821 F: (601) 544-0501
HTTP://WWW.SD-W.COM

RAYMOND M. DEARMAN, P.E., R.L.S.
MICHAEL T. WAITS, P.E., R.L.S.
NICHOLAS M. CONNOLLY, P.E., P.L.S.
KYLE D. WALLACE, P.E.
SHEA E. McNEASE, P.E.
JOHN T. WEEKS, P.E.
BENNIE J. SELLERS, P.E., R.L.S.

PAUL J. SHOWS (1996)

March 29, 2012

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

Attn: Bert Kuyrkendall

Re: 500,000 Elevated Water Tank
City of Hattiesburg

Bert:

I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on March 29, 2012 for the above referenced project.

I recommend award to the lowest bidder, Phoenix Fabricators and Erectors, Inc. from Avon, IN, in the amount of Eight Hundred Six Thousand Seven Hundred Thirty-Five and No Cents (\$806,735.00).

Enclosed are a copy of the bid from Phoenix Fabricators and the original bid from the other bidder.

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/nd

Enclosure

BID TAB

March 29, 2012

Project: 500,000 Elevated Water Tank

City of Hattiesburg

Project No. 1273-W003

Phoenix Fabricators & Erectors, Inc.
182 South County Road 900 East
Avon, IN 46123Caldwell Tanks, Inc.
PO Box 35770
Louisville, KY 40232

Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
1	500,000 Gallon Elevated Tank	1	L.S.	\$649,500.00	\$649,500.00	\$634,860.00	\$634,860.00
2	12" Ductile Iron Water Main, Class 350	100	L.F.	\$60.00	\$6,000.00	\$70.00	\$7,000.00
3	8" Ductile Iron Water Main, Class 350	240	L.F.	\$45.00	\$10,800.00	\$50.00	\$12,000.00
4	Fire Hydrant with Appurtenances	2	EACH	\$2,800.00	\$5,600.00	\$3,000.00	\$6,000.00
5	Fencing including Gates	382	L.F.	\$17.50	\$6,685.00	\$20.00	\$7,640.00
6	Tank Painting	1	L.S.	\$97,000.00	\$97,000.00	\$150,000.00	\$150,000.00
7	Site Work	1	L.S.	\$4,500.00	\$4,500.00	\$6,000.00	\$6,000.00
8	Access Road	1	L.S.	\$12,500.00	\$12,500.00	\$9,000.00	\$9,000.00
9	Erosion Control	1	L.S.	\$3,650.00	\$3,650.00	\$2,500.00	\$2,500.00
10	Overflow Inlet & Piping	1	L.S.	\$9,500.00	\$9,500.00	\$6,000.00	\$6,000.00
11	Relocation of Utility	1	L.S.	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
Total Bid:					\$806,735.00		\$843,000.00

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on March 29, 2012 at 10:00 a.m., and that said tabulation is true and correct to the best of my belief.

Kyle D. Wallace, P.E.



City of Hattiesburg, MS

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

Master

File Number: 2012-0693

File ID: 2012-0693

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: Advertising for Bids for Term Bid Item #39 - Cold Water AMR Meters in Various Sizes and Term Bid Item #40 - Automated Meter Reading Transmitter for the Water Department

Final Action:

Minute Book Number: MB2012-1/125

Title:

Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #39 - Cold Water AMR Meters in Various Sizes and Term Bid Item #40 - Automated Meter Reading Transmitter for the Water Department.

Notes:

Sponsors:

Enactment Date:

Attachments: 04-17-NTB and Specs for Water Term Bids 39,40.pdf, executed 04-17-NTB and Specs for Water Term Bids 39,40

Enactment Number:

Contact:

Meeting Date: 04/17/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/17/2012					

Text of Legislative File 2012-0693

Title

Approve Specifications and Authorize Publication of Advertisement for Term Bid Item #39 - Cold Water AMR Meters in Various Sizes and Term Bid Item #40 - Automated Meter Reading Transmitter for the Water Department.

Summary

Advertising for Bids for Term Bid Item #39 - Cold Water AMR Meters in Various Sizes and

Term Bid Item #40 - Automated Meter Reading Transmitter for the Water Department

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 17, 2012, 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 June 6, 2012 and ending March 31, 2013, to-wit:

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 "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 17th day of April, 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(S E A L)

SPECIFICATIONS FOR ITEM #39: COLD WATER AMR METERS IN VARIOUS SIZES FOR
THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing the above, which meets or exceeds the
following specifications, to-wit:

(SEE ATTACHED DETAILED SPECIFICATIONS)

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form
furnished by the City of Hattiesburg. To ensure continuity of all bids
received, vendors shall bid only on specified item(s) in units(s) of measure
listed. Failure to comply will automatically disqualify bid from
consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory
delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on June 6, 2012, and ending
March 31, 2013, items to be purchased as required.

MANDATORY DELIVERY REQUIREMENT: F.O.B. Hattiesburg, Mississippi, within
five (5) working days from issuance of purchase order, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, May 17, 2012, 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
ITEM #39: COLD WATER AMR METERS IN VARIOUS SIZES FOR THE
HATTIESBURG WATER DEPARTMENT
OPEN 10:00 A.M. MAY 17, 2012

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 17th day of April A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

SPECIFICATIONS APPROVED BY:

WATER DEPARTMENT

SPECIFICATIONS for 5/8x3/4" and 1" COLD WATER AMR METERS –
DISPLACEMENT TYPE - MAGNETICALLY DRIVEN
WITH ELECTRONIC ENCODER REGISTER

Section 1 - Scope

This specification covers cold water meters in sizes 5/8x3/4" and 1" and the materials and workmanship employed in their fabrication. The displacement meters must be of the type known as nutating disc meters, which are positive in action in that the discs displace or carry over a fixed quantity of water for each nutation of the disc when operated under positive pressure. Meters shall conform to latest revision of AWWA C700/C710.

Section 2 - Affidavit of Compliance

The purchaser may require, in their supplemental specifications, an affidavit from the manufacturer or vendor that the meters furnished under the purchaser's order comply with all applicable requirements of this specification. Failure to meet any part of the specification shall be sufficient cause for rejection.

Section 3 - Registers

All meters shall be so designed as to permit, at purchaser's option, the use of either a straight reading, permanently sealed local register or an electronic encoder register for connection to an automatic or automated meter reading system. The registration reading shall be U.S. gallons, cubic feet, meters cubed or other units as specified by purchaser. The register shall not be in contact with the water being measured. The register device shall be so designed to permit removal and exchange without removal of the meter from the service installation or interruption of service water supply. The register shall be tamper protected through the use of a specially designed stainless steel screw.

Electronic Encoder Register

- 3.1 The transmitter shall meet applicable requirements of C707 and remain fog-free of moisture. The transmitter shall consist of a mechanical local register combined with electronic circuitry to provide a digital electronic switch closure. This electronic encoded register assembly shall transmit a signal through properly shielded (grounded) transmission wire.
- 3.2 The EER circuitry design shall contain a piezoelectric transducer. The electronic encoder register shall provide non-proprietary, digitally formatted data to the AMR device representing accurate meter information.
- 3.3 The EER enclosure shall include a test hand that covers the entire dial face and a totalizing odometer. The digital output of the encoder is equal to 1/10 of the quantity indicated by a single revolution of the test hand and it shall be that shown in Table 3 for the initial dial. The dial face shall have division gradients of 1/100th of the units of registration.
- 3.4 The EER shall be designed to assemble to the meter with a four-position bayonet and seal screw fastening. The register must be factory pre-wired to remote and pit mounted AMR devices requiring no wiring in the field. Optionally, factory pre-wired registers to remote or pit installed AMR devices shall be available.

- 3.5 The meter size and units of registration, U.S. gallons, cubic feet, meters cubed or as specified by purchaser, shall be designated on the ER dial face. Every register shall utilize a flow indicator for leak detection.
- 3.6 The EER shall be encased in a housing, which shall be a glass lens and a non-corrosive metal bottom. No plastic register lens or bottom are allowed.
- 3.7 The EER must be permanently sealed to provide moisture resistance to flooded pit or submerged conditions. The permanent seal between the glass lens and non-corrosive (metal) bottom shall utilize an adhesive seal without the use of gaskets. Absolutely no gasketed seals will be allowed.

Section 4 - Registration Accuracy

The meters shall meet the following requirements for accuracy:

- 4.1 At any flow rate within normal test flow limits specified in Table 1, the meter shall register not less than 98.5% and not more than 101.5% of the water actually passed through the meter.

Acceptable meters shall be the Badger Recordall* or approved equal.

TABLE 1 - METER PERFORMANCE CHARACTERISTICS

Meter Size Inches / mm	Required Safe Maximum Operating Capacity (GPM)	Maximum Pressure Loss At AWWA Safe Maximum Operating Capacity (PSI)	Recommended Maximum Rate For Continuous Operations (GPM)	Minimum Test Flow (GPM)	Normal Test Flow Limits (GPM)	Maximum Number of Disc Nutations:
						Per 1 Gallon
5/8"x3/4" Bronze M25	25	4.9 @ 20 GPM	15	1/4	1/2 – 25	49.59
1" Bronze 70	70	6.5 @ 50 GPM	50	3/4	1-1/4 - 70	11.7

SPECIFICATIONS FOR COLD WATER AMR METERS COMPOUND TYPE 2", 3", 4", 6", 8", 10" AND 12"

These specifications are in compliance with the latest revision of AWWA Standard C702 with certain exceptions as noted below. All specifications meet or exceed the latest revision on AWWA C702.

TYPE

Compound meters shall consist of a combination of an AWWA Class II turbine meter for measuring high rates of flow and a nutating disc type positive displacement meter for measuring low rates of flow enclosed in a single maincase. An automatic, spring-loaded valve shall open at high flow rate conditions permitting flow through the turbine meter.

OPERATING CHARACTERISTICS

The capacity of the meters in terms of normal operating range, maximum loss of head, and maximum continuous flow shall be as shown below:

<u>Size</u>	<u>Normal Operating Range (gpm)</u>	<u>Max. Head Loss at AWWA Max. Cont Flow (psi)</u>	<u>Max. Cont. (gpm)</u>	<u>Max. Capacity (gpm)</u>	<u>Extended Low Flow</u>
2"	1/2 - 170	5.4	170	200	1/4
3"	1/2 - 400	5.3	400	450	1/4
4"	3/4 - 800	8.2	800	1000	3/8
6"	3/4 - 1500	8.0	1500	2000	3/8

*****SEE CORRESPONDING INFORMATION FOR 8", 10" AND 12" COMPOUND METERS*****

UNITIZED MEASURING ELEMENT

The turbine measuring assembly shall be a self-contained unit, attached to the housing for easy field removal. The turbine spindles shall be stainless steel. The rotor shall balance or "float" between the turbine spindles throughout the typical operating range of the meter.

The nutating disc chamber shall be a self-contained unit mounted in a separate cover plate, attached to the housing for easy field removal. It shall conform to AWWA Standard C-700 for the following sizes: 2" and 3" - 5/8" disc chamber assembly; 4" and 6" - 3/4" disc chamber assembly.

AUTOMATIC METER READING

All meters shall be available with two optional incremental digital encoder registers per AWWA C707, shall meet all AWWA C702 performance standards, and shall include all required hardware for installation. The incremental digital encoders shall provide accurate digital signals with a resolution of one tenth of the meter's test circles. A separate, field replaceable summing device shall provide a single incremental digital output signal for connectivity to a close proximity read system or a radio frequency read system.

Acceptable meters shall be the Badger Recordall® Compound Series or approved equal.

SPECIFICATIONS FOR COLD WATER AMR METER 8" COMBO TYPE

These specifications are in compliance with the latest revision of AWWA Standard C702 with certain exceptions as noted below. All specifications meet or exceed the latest revision on AWWA C702.

TYPE

Combo meters shall consist of a combination of an AWWA Class II mainline turbine meter for measuring high rates of flow and a nutating disc type positive displacement by-pass meter for measuring low rates of flow. An automatic valve shall direct flows through the disc meter at low flow rates and through the turbine meter at high flow rates. At high flow rates, the automatic valve shall also serve to restrict the flow through the disc meter to minimize wear.

OPERATING CHARACTERISTICS

The capacity of the meter in terms of normal operating range, maximum loss of head, and maximum continuous flow shall be as shown below:

<u>Size</u>	<u>Normal Operating Range (gpm)</u>	<u>Max. Head Loss at Cont Flow (psi)</u>	<u>Max. Cont. (gpm)</u>	<u>Max. Capacity (gpm)</u>	<u>Extended Low Flow</u>
8"	2-1/2 - 4500	7	3500	4500	1-1/4

The register box shall be secured to the meter bayonet with a seal wire tamper resistant screw.

PERFORMANCE

Registration accuracy over the normal operating range shall be 98.5% to 101.5%. Registration at the crossover shall not be less than 95%. Registration at the low flow rate shall not be less than 95%.

AUTOMATIC METER READING

All meters shall be equipped with an incremental digital encoder register per AWWA C707, shall meet all AWWA C702 performance standards, and shall include all required hardware for installation. The incremental digital encoder shall provide an accurate digital signal with a resolution of one tenth of the meter's billing test circle. A separate, field replaceable summing device shall provide a single incremental digital output signal for connectivity to a close proximity read system, a radio frequency read system or a telephone in-bound system.

Acceptable meters shall be the 8" Badger Recordall® Combo or approved equal.

Cold Water Recordall® Combo Meter

Size 8" (DN 200mm)

Technical Brief

DESCRIPTION

THE 8" RECORDALL COMBO METER ASSEMBLY consists of a stainless steel spool with bypass port, a 8" Recordall® Turbo Series Meter with AWWA class II measuring chamber, a Check Valve with bypass piping, valves, and a M120 Recordall Disc Meter. The Meter Assembly is designed to measure both low flow domestic use and high volume usage through a single water supply line.

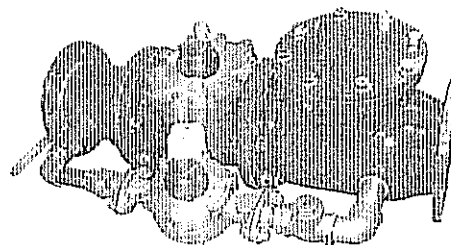
INSTALLATION is made similar to placing a length of flanged end pipe in the line. The 175 lb, AWWA Class "D" steel flanged end design permits use in a wide range of applications. The meter must have a full flow of liquid for proper accuracy. It must be installed in horizontal applications only.

TURBINE METER: Water flows into the meter's measuring element contacting the multi-vaned rotor. Flow readings are obtained by rotor revolutions transmitted by magnetic drive coupling through the meter's cover plate to the sealed register. Magnetic drive is achieved by a right angle worm drive, coupling the rotor to a vertical transmission spindle, driving a gear set rotating the magnet carrier. A ceramic magnet in a carrier rotates around a vertical axis. Rotor rotation is transmitted to the register gearing through this magnetic coupling.

The turbo measuring element is designed to greatly reduce wear by reducing friction potential between the moving parts of the rotor and bearing system. Less wear, in this critical area of the design, provides the utility manager with a lower life cycle cost for meter application.

CHECK VALVE is a spring loaded check valve on the downstream side of the clapper to hold the clapper in a normally closed position. Small water flows by-pass the clapper and are registered on the 1½" by-pass meter. This allows for accurate registration of domestic use. When a major flow is required, the water pressure will overcome the mechanical advantages of the spring loaded clapper and push it open, permitting full pipe capacity flow during high flow demand. A small amount of water will continue to flow through the by-pass when the spring loaded clapper is fully open. The check valve contains dual bypass ports, allowing an extra 2" NPT connection as a test port.

BY-PASS LINE consists of piping with a 1½" Recordall Model 120 Disc Meter, an isolation valve, and back flow preventing check valve. The by-pass line can be installed on the right hand side (as shown) or left hand side when specified.



SPECIFICATIONS

TYPICAL OPERATING RANGE	2½-4500 GPM. (100% ± 1.5%)
MAXIMUM OPERATING PRESSURE	150 PSI.
MAXIMUM OPERATING TEMPERATURE	105° F.
TYPICAL LOW FLOW (95% MIN.)	1¼ GPM.
MAXIMUM CONTINUOUS OPERATION	3500 GPM.
MAXIMUM INTERMITTENT FLOW	4500 GPM.
PRESSURE LOSS AT MAXIMUM CONTINUOUS OPERATION	6.3 PSI.

MATERIALS

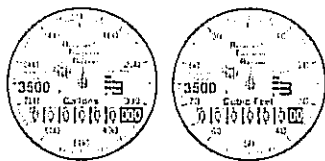
NOSE CONE AND STRAIGHTENING VANES	thermoplastic
ROTOR	thermoplastic
ROTOR RADIAL BEARINGS	lubricated thermoplastic
ROTOR THRUST BEARINGS	sapphire jewels
ROTOR BEARING PIVOTS	passivated 316 stainless steel
CALIBRATION MECHANISM	stainless steel and thermoplastic
MAGNET	ceramic
REGISTER LID AND SHROUD	thermoplastic, bronze
TRIM	stainless steel
BY-PASS MEASURING CHAMBER	injection molded thermoplastic
METER HOUSING	fusion bonded epoxy coated ductile cast iron
BY-PASS METER HOUSING	cast bronze (B81), Low Lead Alloy (LL)
CLAPPER	stainless steel
CLAPPER SPRING	stainless steel
CLAPPER HINGE & PINS	stainless steel
CLAPPER SEAL	elastomer, EPDM
VALVE SEAT	cast brass
VALVE BODY AND COVER PLATE	fusion bonded epoxy coated steel
VALVE COVER PLATE GASKET	elastomer sheet
BY-PASS	Water works brass piping conforming to AWWA C800
SPOOL BODY	Stainless steel, with stainless steel bypass port. Standard steel flange connections (ANSI/AWWA C-207 class D) with zinc chromate plating
OPTIONAL EQUIPMENT	Includes transmitters with remote read capabilities, companion flanges, and various pipe sizes are available in CI or bronze.
SHIPPING WEIGHT CERTIFICATION	357 pounds shipped fully assembled. Valve conforms to UL 312 and FM 1045. Turbine meter measuring chambers are AWWA class II. Disc meter conforms to AWWA C700.
ORDERING INFO	Must be specified by the customer and includes: Size, minimum & maximum flow range, totalizer dial units, optional equipment desired. Standard side for by-pass meter is right hand (shown above) unless specified otherwise.



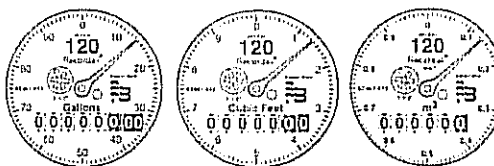
BadgerMeter, Inc.

RCM-T-08

8" RECORDALL® COMBO METER

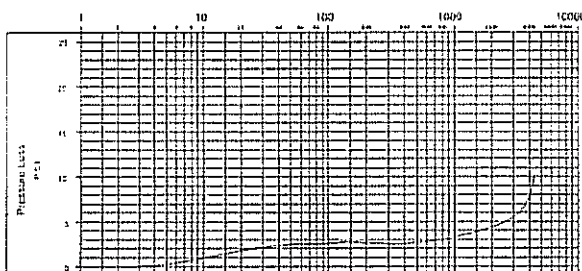


Mainline Registers

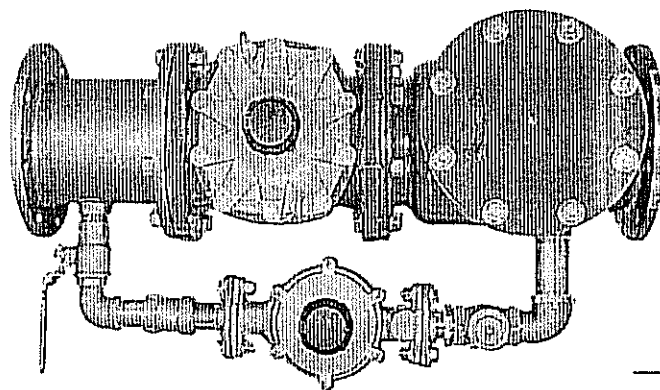
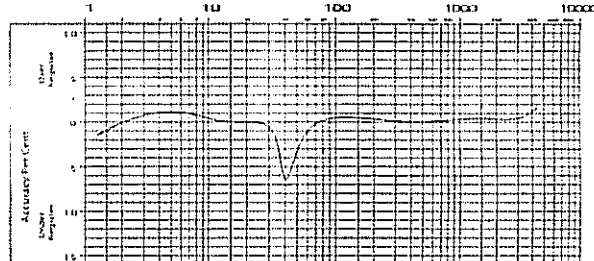


By-Pass Registers

PRESSURE LOSS CHART
Rate of Flow, in Gallons per Minute

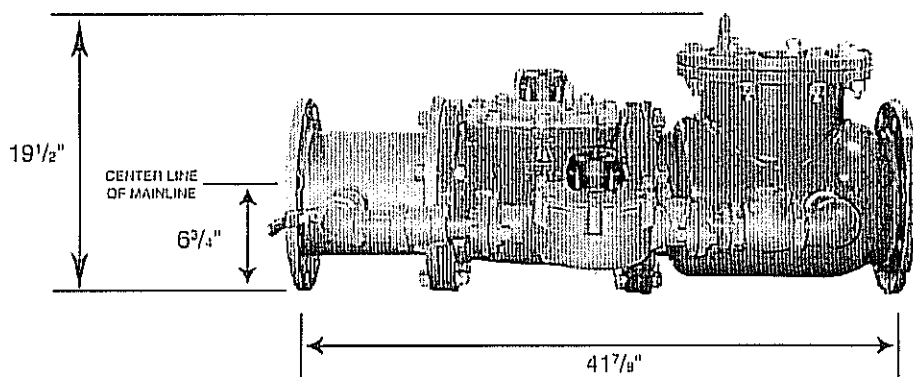


ACCURACY CHART
Rate of Flow, in Gallons per Minute



23³/₄"

17"



19¹/₂"

CENTER LINE
OF MAINLINE

6³/₄"

41⁷/₈"

Recordall® is a registered trademark of Badger Meter, Inc.



Please see our website at
www.badgermeter.com
for specific contacts.

Copyright © Badger Meter, Inc. 2006. All rights reserved.

Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists.



BadgerMeter, Inc.

P.O. Box 245036, Milwaukee, WI 53224-9536
(800) 876-3837 / Fax: (888) 371-5982
www.badgermeter.com

SPECIFICATIONS FOR 10" and 12" COLD WATER AMR METERS FIRE SERVICE ASSEMBLY TYPE

These specifications are in compliance with AWWA Standard C703 with certain exceptions as noted below. All specifications meet or exceed the latest revision, AWWA C703-96.

TYPE

Meters shall consist of a combination of an AWWA Class II in-line horizontal axis turbine for measuring high rates of flow and a Class II turbine bypass meter or positive displacement disc bypass meter for measuring low rates of flow. An automatic valve shall direct the flow from the bypass meter to the mainline meter as flow rates increase and back to the bypass meter as flow rates decrease. All components of the meter assembly shall be both UL (Underwriter's Laboratory) Listed and FM (Factory Mutual Research Corporation) Approved for fire service use.

OPERATING CHARACTERISTICS

The capacity of the meters in terms of maximum rate for continuous use, normal operating range and extended low flow capability is as follows:

<u>Turbo Bypass Models</u>				
<i>Accuracies</i>	<i>+/- 1.5%</i>		<i>+/-1.5%</i>	<i>+2/-5%</i>
<u>Size</u>	<u>Normal Operating Range (gpm)</u>	<u>Max. Cont. (gpm)</u>	<u>Max. Capacity (gpm)</u>	<u>Extended Low Flow (gpm)</u>
10"	4 - 7000	5500	7000	2-1/2
12"	4 - 7000	5500	7000	2-1/2

<u>Disc Bypass Models</u>				
<i>Accuracies</i>	<i>+/- 1.5%</i>		<i>+/-1.5%</i>	<i>+2/-5%</i>
<u>Size</u>	<u>Normal Operating Range (gpm)</u>	<u>Max. Cont. (gpm)</u>	<u>Max. Capacity (gpm)</u>	<u>Extended Low Flow (gpm)</u>
10"	2-1/2 - 7000	5500	7000	1-1/2

PERFORMANCE

Registration accuracy over the normal operating range shall be 98.5% to 101.5%. Registration at the crossover shall not be less than 90%. Extended low flow registration shall not be less than 95%.

AUTOMATIC METER READING

All meters shall be equipped with digital encoder registers per AWWA C707, shall meet all AWWA C703 performance standards, and shall include all required hardware for installation. The digital encoders shall allow connectivity to a close proximity read system or a radio frequency read system.

Acceptable meters shall be the Badger Recordall® Fire Series Assembly Meter (Model FSAA) or approved equal.

Model FSAA-01

10" Model FSAA-01
FM Approved - 175 PSI Flanged
UL Listed, Fire Series Meter Assembly
with Strainer, Turbine Meter, Detector
Check Valve and By-Pass Meter

Technical Brief

DESCRIPTION

MODEL FSAA-01 FIRE SERIES METER ASSEMBLY consists of at least a six times open area strainer, a 10" Recordall® Turbo Series Meter with AWWA class II measuring chamber, a Check Valve with by-pass piping, valves, and a 2" Recordall Turbo Series Meter. The Fire Series Meter Assembly is designed to measure both low flow domestic use and high volume usage, such as when a building's fire sprinklers are activated, through a single water supply line.

INSTALLATION is made similar to placing a length of flanged end pipe in the line. The 175 lb. AWWA Class "D" steel flanged end design permits use in a wide range of applications. The meter must have a full flow of liquid for proper accuracy. It must be installed in horizontal applications only.

STRAINER is at least six times open area and is used exclusively in fire series systems to prevent clogging. The strainer is equipped with a 3" flushing port (optional valve) for flushing debris from the upstream side of the strainer screen.

TURBINE METER: Water flows into the meter's measuring element contacting the multi-vaned rotor. Flow readings are obtained by rotor revolutions transmitted by magnetic drive coupling through the meter's cover plate to the sealed register. Magnetic drive is achieved by a right angle worm drive, coupling the rotor to a vertical transmission spindle, driving a gear set rotating the magnet carrier. A ceramic magnet in a carrier rotates around a vertical axis. Rotor rotation is transmitted to the register gearing through this magnetic coupling.

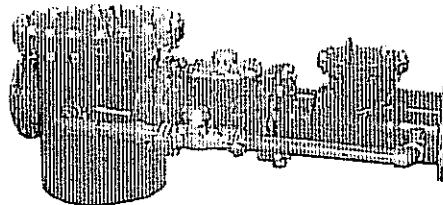
The turbo measuring element is designed to greatly reduce wear by reducing friction potential between the moving parts of the rotor and bearing system. Less wear, in this critical area of the design, provides the utility manager with a lower life cycle cost for meter application. Throughout the normal operating range of the meter, the rotor floats between the thrust bearing system.

CHECK VALVE is a spring loaded check valve on the downstream side of the clapper to hold the clapper in a normally closed position. Small water flows by-pass the clapper and are registered on the 2" by-pass meter. This allows for accurate registration of domestic use, leakage or misuse of water intended for wet stand-by fire protection. When a major flow is required, the water pressure will overcome the mechanical advantages of the spring loaded clapper and push it open, permitting full pipe capacity flow during a fire emergency. A small amount of water will continue to flow through the by-pass when the spring loaded clapper is fully open.

BY-PASS LINE consists of piping with a 2" Recordall Turbo Series Meter, an isolation valve, and back flow preventing check valve.

SPECIFICATIONS

TYPICAL OPERATING RANGE	4-7000 GPM.
(100% ± 1.5%)	
MAXIMUM OPERATING PRESSURE	175 PSI.
MAXIMUM OPERATING TEMPERATURE	120° F (49° C)
TYPICAL LOW FLOW (95% MIN.)	2.5 GPM.
MAXIMUM CONTINUOUS OPERATION	5500 GPM.
MAXIMUM INTERMITTENT FLOW	7000 GPM.



MATERIALS

NOSE CONE AND STRAIGHTENING VANES	thermoplastic
ROTOR	thermoplastic
ROTOR RADIAL BEARINGS	lubricated thermoplastic
ROTOR THRUST BEARINGS	sapphire jewels
ROTOR BEARING PIVOTS	passivated 316 stainless steel
CALIBRATION MECHANISM	stainless steel and thermoplastic
MAGNET	ceramic
REGISTER LID AND SHROUD	thermoplastic, bronze
TRIM	stainless steel
STRAINER SCREEN	stainless steel
BY-PASS MEASURING CHAMBER	injection molded thermoplastic
TURBINE SHAFTS & BOLTS	stainless steel
METER HOUSING	fusion bonded epoxy coated ductile cast iron
BY-PASS METER HOUSING	cast bronze (BB1), Low Lead Alloy (LL)
CLAPPER	stainless steel
CLAPPER SPRING	stainless steel
CLAPPER HINGE & PINS	stainless steel
CLAPPER SEAL	elastomer, EPDM
VALVE SEAT	cast brass
VALVE & STRAINER COVER PLATE	fusion bonded epoxy coated steel
VALVE & STRAINER COVER PLATE GASKET	elastomer sheet
VALVE BUSHINGS	brass
BY-PASS VALVE BODY	Water works brass piping conforming to AWWA C800 Stainless steel, coated inside and out with fusion bonded epoxy. Standard flange connections (ANSI B16.1)
STRAINER SCREEN	stainless steel
STRAINER BODY	fusion epoxy coated steel

OPTIONAL EQUIPMENT	Includes transmitters with remote read capabilities, companion flanges, and various pipe sizes are available in CI or bronze.
SHIPPING WEIGHT	1073 pounds shipped fully assembled.
CERTIFICATION	Valve conforms to UL 312 and FM 1045. Fire Series Meter Assembly conforms to UL 327, FM 1044 and AWWA C703. Strainer conforms to UL 321 and FM 5551. Strainer open area is at least six times the area of the nominal pipe size. Meter measuring chambers are AWWA class II.
ORDERING INFO	Must be specified by the customer and includes: Size, minimum & maximum flow range, totalizer dial units, optional equipment desired. Standard side for by-pass meter is right hand (shown above) unless specified otherwise.



BadgerMeter, Inc.

FSAA-T-10

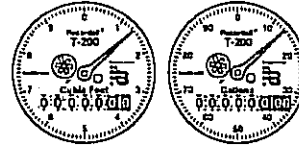
5-05

10" MODEL FSAA-01

SERVICE APPLICATIONS



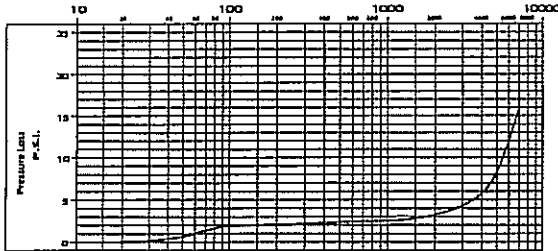
Mainline Registers



By-Pass Registers

PRESSURE LOSS CHART

CONSISTS OF CAST IRON 12MM MAINLINE BRONZE 2" BYPASS
WITH 1/2" SHOT STRAINER AND CHECK VALVE
FRICTION LOSS PER 100 FEET



ACCURACY CHART

CONSISTS OF CAST IRON 12MM MAINLINE BRONZE 2" BYPASS
WITH 1/2" SHOT STRAINER AND CHECK VALVE
FRICTION LOSS PER 100 FEET

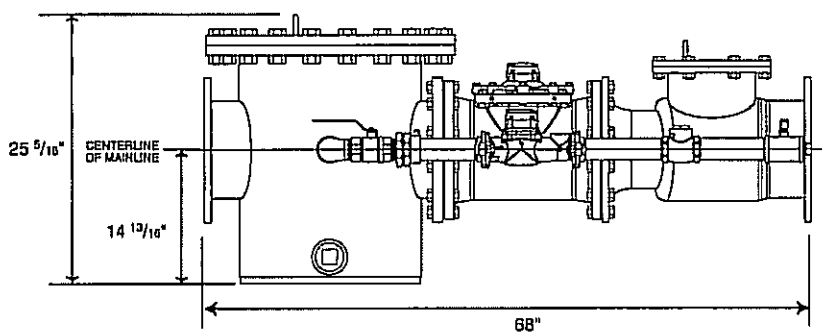
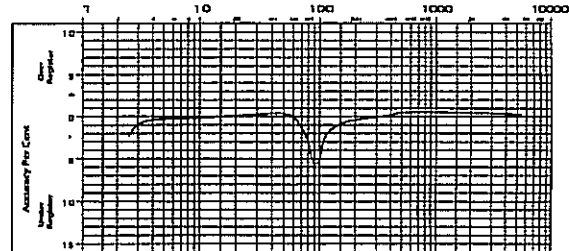
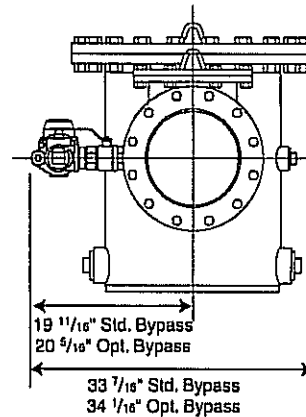


Illustration includes optional 2nd shutoff valve on bypass.



Recordall® is a registered trademark of Badger Meter, Inc.



Please see our website at
www.badgermeter.com
for specific contacts.

Copyright © Badger Meter, Inc. 2006. All rights reserved.

Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists.



BadgerMeter, Inc.

P.O. Box 245036, Milwaukee, WI 53224-9536
(800) 876-3837 / Fax: (888) 371-5982
www.badgermeter.com

Model FSAA-01	12" Model FSAA-01 FM Approved - 175 PSI Flanged UL Listed, Fire Series Meter Assembly with Strainer, Turbine Meter, Check Valve and Turbo By-Pass Meter	Technical Brief
---------------	---	--------------------

DESCRIPTION

MODEL FSAA-01 12" FIRE SERIES METER ASSEMBLY consists of at least a six times open area strainer with 12" flange inlet, a 10" Recordall® Turbo Series Meter with AWWA Class II measuring chamber, a Check Valve with by-pass piping, valves, and a 2" Recordall Turbo Series Meter. The Fire Series Meter Assembly is designed to measure both low flow domestic use and high volume usage, such as when a building's fire sprinklers are activated, through a single water supply line.

INSTALLATION is made similar to placing a length of flanged end pipe in the line. The 175 lb. AWWA Class "D" steel flanged end design permits use in a wide range of applications. The meter must have a full flow of liquid for proper accuracy. It must be installed in horizontal applications only.

STRAINER is at least six times open area and is used exclusively in fire series systems to prevent clogging. The strainer is equipped with a 3" flushing outlet port (or optional valve) for flushing debris from the upstream side of the strainer screen. Inlet flange is a standard 12" ANSI/AWWA C207.

TURBINE METER: Water flows into the meter's measuring element contacting the multi-vaned rotor. Flow readings are obtained by rotor revolutions transmitted by magnetic drive coupling through the meter's cover plate to the sealed register. Magnetic drive is achieved by a right angle worm drive, coupling the rotor to a vertical transmission spindle, driving a gear set rotating the magnet carrier. A ceramic magnet in a carrier rotates around a vertical axis. Rotor rotation is transmitted to the register gearing through this magnetic coupling.

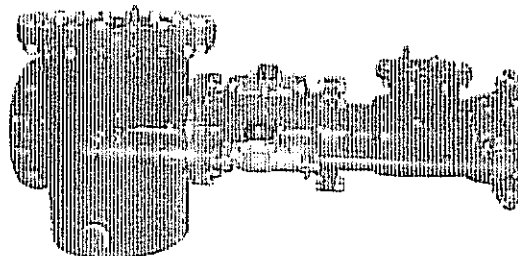
The turbo measuring element is designed to greatly reduce wear by reducing friction potential between the moving parts of the rotor and bearing system. Less wear, in this critical area of the design, provides the utility manager with a lower life cycle cost for meter application. Throughout the normal operating range of the meter, the rotor floats between the thrust bearing system.

CHECK VALVE is a spring loaded check valve on the downstream side of the clapper to hold the clapper in a normally closed position. Small water flows by-pass the clapper and are registered on the 2" by-pass meter. This allows for accurate registration of domestic use, leakage or misuse of water intended for wet stand-by fire protection. When a major flow is required, the water pressure will overcome the mechanical advantages of the spring loaded clapper and push it open, permitting full pipe capacity flow during a fire emergency. A small amount of water will continue to flow through the by-pass when the spring loaded clapper is fully open. Outlet flange is a standard 12" ANSI/AWWA C207.

BY-PASS LINE consists of piping with a 2" Recordall Turbo Series Meter, an isolation valve, and a check valve.

SPECIFICATIONS

TYPICAL OPERATING RANGE	4-7000 GPM.
(100% ± 1.5%)	
MAXIMUM OPERATING PRESSURE	175 PSI.
MAXIMUM OPERATING TEMPERATURE	120° F (49° C)
TYPICAL LOW FLOW (95% MIN.)	2.5 GPM.
MAXIMUM CONTINUOUS OPERATION	5500 GPM.
MAXIMUM INTERMITTENT FLOW	7000 GPM.



MATERIALS

NOSE CONE AND STRAIGHTENING VANES	thermoplastic
ROTOR	thermoplastic
ROTOR RADIAL BEARINGS	lubricated thermoplastic
ROTOR THRUST BEARINGS	sapphire jewels
ROTOR BEARING PIVOTS	passivated 316 stainless steel
CALIBRATION MECHANISM	stainless steel and thermoplastic
MAGNET	ceramic
REGISTER LID AND SHROUD	thermoplastic, bronze
TRIM	stainless steel
BY-PASS MEASURING CHAMBER	injection molded thermoplastic
TURBINE SHAFTS & BOLTS	stainless steel
METER HOUSING	fusion bonded epoxy coated ductile cast iron
BY-PASS METER HOUSING	cast bronze (B81), Low Lead Alloy (LL)
CLAPPER	stainless steel
CLAPPER SPRING	stainless steel
CLAPPER HINGE & PINS	stainless steel
CLAPPER SEAL	elastomer, EPDM
VALVE SEAT	cast brass
VALVE & STRAINER COVER PLATE	fusion bonded epoxy coated steel
VALVE & STRAINER COVER PLATE GASKET	elastomer sheet
BY-PASS	Water works brass piping conforming to AWWA C800
VALVE BODY	Steel, coated inside and out with fusion bonded epoxy. Standard flange connections
STRAINER SCREEN	stainless steel
STRAINER BODY	fusion epoxy coated steel
OPTIONAL EQUIPMENT	Includes transmitters with remote read capabilities, companion flanges, and various pipe sizes are available in CI or bronze.
SHIPPING WEIGHT	1073 pounds shipped fully assembled.
CERTIFICATION	The Fire Series Assembly conforms to UL327 and FM1044. Strainer open area is at least six times the area of the nominal pipe size. Meter measuring chambers are AWWA Class II.
ORDERING INFO	Must be specified by the customer and includes: Size, minimum & maximum flow range, totalizer dial units, optional equipment desired. Standard side for by-pass meter is right hand (shown above) unless specified otherwise.

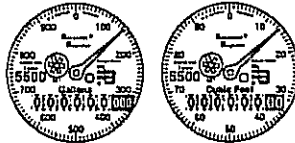


BadgerMeter, Inc.

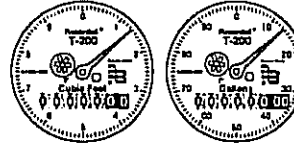
FSAA-T-12

11-05

12" MODEL FSAA-01



Mainline Registers



By-Pass Registers

PRESSURE LOSS CHART

12" FSAA

CONSISTS OF CAST IRON 10" TSM MAINLINE WITH 12" END FLANGES,
BRONZE 2" TSM BYPASS, WITH AMES SHORT STRAINER AND CHECK VALVE
RATE OF FLOW IN GALLONS PER MINUTE

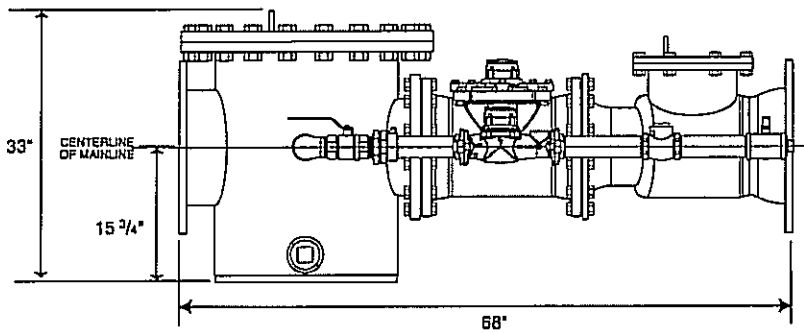
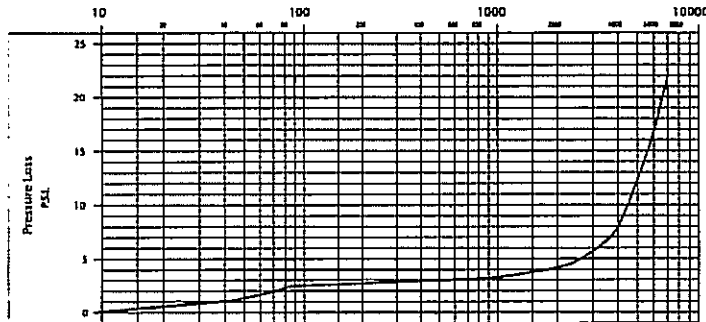
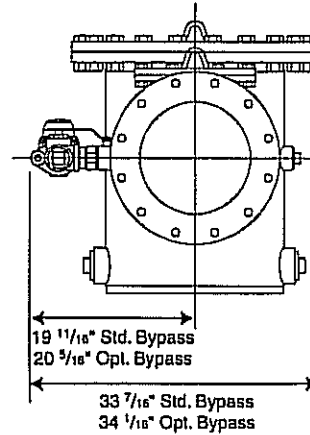


Illustration includes optional 2nd shutoff valve on bypass.



Recordall® is a registered trademarks of Badger Meter, Inc.



Please see our website at
www.badgermeter.com
for specific contacts.

Copyright © Badger Meter, Inc. 2005. All rights reserved.

Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists.



BadgerMeter, Inc.

P.O. Box 245036, Milwaukee, WI 53224-9536
(800) 876-3837 / Fax: (888) 371-5982
www.badgermeter.com

ITEM #39- COLD WATER AMR METERS IN VARIOUS SIZES FOR THE HATTIESBURG WATER DEPARTMENT

ITEM	UNIT BID PRICE
5/8" X 3/4" DISC METER	
1" DISC METER	
2" COMPOUND METER	
3" COMPOUND METER	
4" COMPOUND METER	
6" COMPOUND METER	
8" COMPOUND METER	
10" COMPOUND METER	
12" COMPOUND METER	
GRAND TOTAL BID PRICE	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

SPECIFICATIONS FOR ITEM #40: AUTOMATED METER READING TRANSMITTER FOR THE
HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing the above, which meets or exceeds the following specifications, to-wit:

(SEE ATTACHED DETAILED SPECIFICATIONS)

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on June 6, 2012, and ending March 31, 2013, items to be purchased as required.

MANDATORY DELIVERY REQUIREMENT: F.O.B. Hattiesburg, Mississippi, within five (5) working days from issuance of purchase order, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, May 17, 2012, 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
ITEM #40: AUTOMATED METER READING TRANSMITTER FOR THE
HATTIESBURG WATER DEPARTMENT
OPEN 10:00 A.M. MAY 17, 2012

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 17th day of April A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

SPECIFICATIONS APPROVED BY:

WATER DEPARTMENT

Automated Meter Reading Transmitter

1.1 GENERAL

The manufacturer shall provide various types of meter modules for specific application depending on the meter setting at the installation. All meter modules must be compatible with Part I of these specifications.

1.2 TYPES

- A. BADGER® ORION® RTR® TRANSMITTER – A single transmitter encapsulated in epoxy shall be required for submerged and non-submerged applications. The transmitter shall be factory connected to a Badger® Recordall® Transmitter Register (RTR). The Badger ORION RTR Transmitter shall be of a flexible design that allows for mounting the transmitter in through the lid, below the lid or in above ground remote applications.

All Badger® ORION® RTR® Transmitters shall include a published 20-year pro-rated warranty to minimize the cost of ownership.

1.3 COMMUNICATION PARAMETERS

The Transmitters shall be designed to operate in the unlicensed ISM band (902 – 928 MHz) using either frequency hopping or narrow band frequency modulation. A single receiver shall be provided with a minimum -105 dBm sensitivity that can read either narrow band or frequency hopping modulation.

All Transmitters shall require no customer license as specified in FCC Part 15, Subpart C.

1.4 REGISTRATION

All Transmitters shall be connected to a Badger® Recordall® Transmitter Register (RTR®) which shall provide for visual registration at the meter. The Badger RTR shall function in temperature variations from 32°F (0°C) to 110°F (43°C). The signal transmission assembly shall induce no drag that could result in accelerated wear of the meter or cause under registration.

1.5 MODULE REQUIREMENTS

2.5.1 BADGER® ORION® RTR® Transmitter

The Badger ORION RTR Transmitter shall be packaged in an enclosure constructed of high impact waterproof plastic and encapsulated in epoxy. The Badger ORION RTR Transmitter enclosure shall be factory potted and wired to Badger's Recordall Transmitter Register and can be stored or operated in temperatures ranging from -40° to 140°F. The Badger ORION RTR Transmitter shall operate in atmospheres of 0% to 100% condensing humidity. A single Badger ORION RTR Transmitter shall be designed for installation in either submerged or non-submerged applications to reduce inventory costs. Each Badger ORION RTR Transmitter shall weigh a

maximum of 18 oz. exposed wires shall also be available for submerged and non-submerged environments. The Badger ORION Data Profile Transmitter includes all of the same features and functionality of the Badger ORION Transmitter plus a customer programmable data storage option. The Data Profile information provides utilities with an additional customer support tool to determine customer tampering and to help resolve high water usage disputes. With the capability to store over 21,000 consumption readings, based on an hourly time interval, the Badger ORION Data Profile Transmitter can accumulate over *two years worth of customer usage* for analysis.

2.5.2 Badger® Recordall Transmitter Register

The Badger Recordall Transmitter Register (RTR) consists of a mechanical local register combined with electronic circuitry capable of producing a signal compatible with the Pit Transmitter. The electronic circuitry shall contain a piezoelectric switch, which shall be covered by US Patent.

The Badger RTR is a water resistant transmitter constructed of a scratch resistant glass face, non-corrosive metal bottom, and *non-gasketed* permanent seal. The encoder shall have a plastic or bronze lid that covers the glass face for added protection with an optional serial number for identification. The electronic encoder register shall provide a digital output based on a piezoelectric solid-state switch with a digital output resolution of 1/10th of the register test circle. The output of the electronic encoder register must have the characteristics of an open drain Field Effect Transistor (FET) and shall require no electrical contacts to stick, wear, or corrode.

The Badger RTR consists of a permanently sealed glass face and metal bottom to eliminate moisture, dirt, and other contaminants. The electronic encoder register must exceed all applicable requirements of the AWWA standards and C707 regarding moisture intrusion. The electronic encoder register offered must consist of a six-digit straight-reading mechanical odometer totalizer located in the six o'clock position, a 360° test circle with full-face sweep hand, and a flow finder to detect leaks. The Badger® RTR® is enclosed in a self-contained plastic shroud assembly with plastic lid and is magnetically coupled to the meter-measuring element. The Badger RTR encoder, due to its simplicity in design, shall have been successfully life tested to accumulate 25 million gallons.

ITEM #40 - AUTOMATED METER READING TRANSMITTER FOR THE HATTIESBURG WATER DEPARTMENT

ITEM	UNIT BID PRICE
BADGER RECORDALL TRANSMITTER REGISTER	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

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 17, 2012, 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 June 6, 2012 and ending March 31, 2013, to-wit:

ITEM #39 COLD WATER AMR METERS IN VARIOUS SIZES

ITEM #40 AUTOMATED METER READING TRANSMITTER

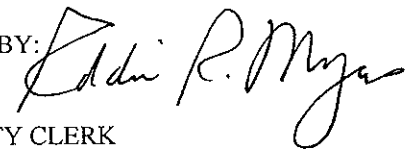
The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "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 17th day of April, 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 
CITY CLERK

(S E A L)

SPECIFICATIONS FOR ITEM #39: COLD WATER AMR METERS IN VARIOUS SIZES FOR
THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing the above, which meets or exceeds the following specifications, to-wit:

(SEE ATTACHED DETAILED SPECIFICATIONS)

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on June 6, 2012, and ending March 31, 2013, items to be purchased as required.

MANDATORY DELIVERY REQUIREMENT: F.O.B. Hattiesburg, Mississippi, within five (5) working days from issuance of purchase order, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, May 17, 2012, 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:

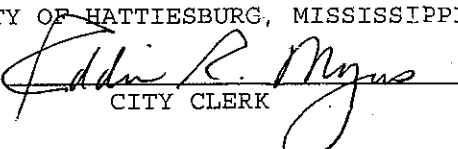
BID
ITEM #39: COLD WATER AMR METERS IN VARIOUS SIZES FOR THE
HATTIESBURG WATER DEPARTMENT
OPEN 10:00 A.M. MAY 17, 2012

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 17th day of April A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

SPECIFICATIONS APPROVED BY:

WATER DEPARTMENT

SPECIFICATIONS for 5/8x3/4" and 1" COLD WATER AMR METERS –
DISPLACEMENT TYPE - MAGNETICALLY DRIVEN
WITH ELECTRONIC ENCODER REGISTER

Section 1 - Scope

This specification covers cold water meters in sizes 5/8x3/4" and 1" and the materials and workmanship employed in their fabrication. The displacement meters must be of the type known as nutating disc meters, which are positive in action in that the discs displace or carry over a fixed quantity of water for each nutation of the disc when operated under positive pressure. Meters shall conform to latest revision of AWWA C700/C710.

Section 2 - Affidavit of Compliance

The purchaser may require, in their supplemental specifications, an affidavit from the manufacturer or vendor that the meters furnished under the purchaser's order comply with all applicable requirements of this specification. Failure to meet any part of the specification shall be sufficient cause for rejection.

Section 3 - Registers

All meters shall be so designed as to permit, at purchaser's option, the use of either a straight reading, permanently sealed local register or an electronic encoder register for connection to an automatic or automated meter reading system. The registration reading shall be U.S. gallons, cubic feet, meters cubed or other units as specified by purchaser. The register shall not be in contact with the water being measured. The register device shall be so designed to permit removal and exchange without removal of the meter from the service installation or interruption of service water supply. The register shall be tamper protected through the use of a specially designed stainless steel screw.

Electronic Encoder Register

- 3.1 The transmitter shall meet applicable requirements of C707 and remain fog-free of moisture. The transmitter shall consist of a mechanical local register combined with electronic circuitry to provide a digital electronic switch closure. This electronic encoded register assembly shall transmit a signal through properly shielded (grounded) transmission wire.
- 3.2 The EER circuitry design shall contain a piezoelectric transducer. The electronic encoder register shall provide non-proprietary, digitally formatted data to the AMR device representing accurate meter information.
- 3.3 The EER enclosure shall include a test hand that covers the entire dial face and a totalizing odometer. The digital output of the encoder is equal to 1/10 of the quantity indicated by a single revolution of the test hand and it shall be that shown in Table 3 for the initial dial. The dial face shall have division gradients of 1/100th of the units of registration.
- 3.4 The EER shall be designed to assemble to the meter with a four-position bayonet and seal screw fastening. The register must be factory pre-wired to remote and pit mounted AMR devices requiring no wiring in the field. Optionally, factory pre-wired registers to remote or pit installed AMR devices shall be available.

- 3.5 The meter size and units of registration, U.S. gallons, cubic feet, meters cubed or as specified by purchaser, shall be designated on the ER dial face. Every register shall utilize a flow indicator for leak detection.
- 3.6 The EER shall be encased in a housing, which shall be a glass lens and a non-corrosive metal bottom. No plastic register lens or bottom are allowed.
- 3.7 The EER must be permanently sealed to provide moisture resistance to flooded pit or submerged conditions. The permanent seal between the glass lens and non-corrosive (metal) bottom shall utilize an adhesive seal without the use of gaskets. Absolutely no gasketed seals will be allowed.

Section 4 - Registration Accuracy

The meters shall meet the following requirements for accuracy:

- 4.1 At any flow rate within normal test flow limits specified in Table 1, the meter shall register not less than 98.5% and not more than 101.5% of the water actually passed through the meter.

Acceptable meters shall be the Badger Recordall* or approved equal.

SPECIFICATIONS FOR COLD WATER AMR METERS COMPOUND TYPE 2", 3", 4", 6", 8", 10" AND 12"

These specifications are in compliance with the latest revision of AWWA Standard C702 with certain exceptions as noted below. All specifications meet or exceed the latest revision on AWWA C702.

TYPE

Compound meters shall consist of a combination of an AWWA Class II turbine meter for measuring high rates of flow and a nutating disc type positive displacement meter for measuring low rates of flow enclosed in a single maincase. An automatic, spring-loaded valve shall open at high flow rate conditions permitting flow through the turbine meter.

OPERATING CHARACTERISTICS

The capacity of the meters in terms of normal operating range, maximum loss of head, and maximum continuous flow shall be as shown below:

<u>Size</u>	<u>Normal Operating Range (gpm)</u>	<u>Max. Head Loss at AWWA Max. Cont Flow (psi)</u>	<u>Max. Cont. (gpm)</u>	<u>Max. Capacity (gpm)</u>	<u>Extended Low Flow</u>
2"	1/2 - 170	5.4	170	200	1/4
3"	1/2 - 400	5.3	400	450	1/4
4"	3/4 - 800	8.2	800	1000	3/8
6"	3/4 - 1500	8.0	1500	2000	3/8

****SEE CORRESPONDING INFORMATION FOR 8", 10" AND 12" COMPOUND METERS****

UNITIZED MEASURING ELEMENT

The turbine measuring assembly shall be a self-contained unit, attached to the housing for easy field removal. The turbine spindles shall be stainless steel. The rotor shall balance or "float" between the turbine spindles throughout the typical operating range of the meter.

The nutating disc chamber shall be a self-contained unit mounted in a separate cover plate, attached to the housing for easy field removal. It shall conform to AWWA Standard C-700 for the following sizes: 2" and 3" - 5/8" disc chamber assembly; 4" and 6" - 3/4" disc chamber assembly.

AUTOMATIC METER READING

All meters shall be available with two optional incremental digital encoder registers per AWWA C707, shall meet all AWWA C702 performance standards, and shall include all required hardware for installation. The incremental digital encoders shall provide accurate digital signals with a resolution of one tenth of the meter's test circles. A separate, field replaceable summing device shall provide a single incremental digital output signal for connectivity to a close proximity read system or a radio frequency read system.

Acceptable meters shall be the Badger Recordall® Compound Series or approved equal.

SPECIFICATIONS FOR COLD WATER AMR METER 8" COMBO TYPE

These specifications are in compliance with the latest revision of AWWA Standard C702 with certain exceptions as noted below. All specifications meet or exceed the latest revision on AWWA C702.

TYPE

Combo meters shall consist of a combination of an AWWA Class II mainline turbine meter for measuring high rates of flow and a nutating disc type positive displacement by-pass meter for measuring low rates of flow. An automatic valve shall direct flows through the disc meter at low flow rates and through the turbine meter at high flow rates. At high flow rates, the automatic valve shall also serve to restrict the flow through the disc meter to minimize wear.

OPERATING CHARACTERISTICS

The capacity of the meter in terms of normal operating range, maximum loss of head, and maximum continuous flow shall be as shown below:

	Normal Operating Range (gpm)	Max. Head Loss at Cont Flow (psi)	Max. Cont. (gpm)	Max. Capacity (gpm)	Extended Low Flow
Size 8"	2-1/2 - 4500	7	3500	4500	1-1/4

The register box shall be secured to the meter bayonet with a seal wire tamper resistant screw.

PERFORMANCE

Registration accuracy over the normal operating range shall be 98.5% to 101.5%. Registration at the crossover shall not be less than 95%. Registration at the low flow rate shall not be less than 95%.

AUTOMATIC METER READING

All meters shall be equipped with an incremental digital encoder register per AWWA C707, shall meet all AWWA C702 performance standards, and shall include all required hardware for installation. The incremental digital encoder shall provide an accurate digital signal with a resolution of one tenth of the meter's billing test circle. A separate, field replaceable summing device shall provide a single incremental digital output signal for connectivity to a close proximity read system, a radio frequency read system or a telephone in-bound system.

Acceptable meters shall be the 8" Badger Recordall® Combo or approved equal.

Cold Water Recordall® Combo Meter

Size 8" (DN 200mm)

Technical Brief

DESCRIPTION

THE 8" RECORDALL COMBO METER ASSEMBLY consists of a stainless steel spool with bypass port, a 8" Recordall® Turbo Series Meter with AWWA class II measuring chamber, a Check Valve with bypass piping, valves, and a M120 Recordall Disc Meter. The Meter Assembly is designed to measure both low flow domestic use and high volume usage through a single water supply line.

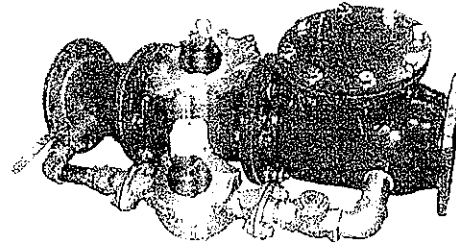
INSTALLATION is made similar to placing a length of flanged end pipe in the line. The 175 lb. AWWA Class "D" steel flanged end design permits use in a wide range of applications. The meter must have a full flow of liquid for proper accuracy. It must be installed in horizontal applications only.

TURBINE METER: Water flows into the meter's measuring element contacting the multi-vaned rotor. Flow readings are obtained by rotor revolutions transmitted by magnetic drive coupling through the meter's cover plate to the sealed register. Magnetic drive is achieved by a right angle worm drive, coupling the rotor to a vertical transmission spindle, driving a gear set rotating the magnet carrier. A ceramic magnet in a carrier rotates around a vertical axis. Rotor rotation is transmitted to the register gearing through this magnetic coupling.

The turbo measuring element is designed to greatly reduce wear by reducing friction potential between the moving parts of the rotor and bearing system. Less wear, in this critical area of the design, provides the utility manager with a lower life cycle cost for meter application.

CHECK VALVE is a spring loaded check valve on the downstream side of the clapper to hold the clapper in a normally closed position. Small water flows by-pass the clapper and are registered on the 1½" by-pass meter. This allows for accurate registration of domestic use. When a major flow is required, the water pressure will overcome the mechanical advantages of the spring loaded clapper and push it open, permitting full pipe capacity flow during high flow demand. A small amount of water will continue to flow through the by-pass when the spring loaded clapper is fully open. The check valve contains dual bypass ports, allowing an extra 2" NPT connection as a test port.

BY-PASS LINE consists of piping with a 1½" Recordall Model 120 Disc Meter, an isolation valve, and back flow preventing check valve. The by-pass line can be installed on the right hand side (as shown) or left hand side when specified.



SPECIFICATIONS

TYPICAL OPERATING RANGE	2½-4500 GPM. (100% ± 1.5%)
MAXIMUM OPERATING PRESSURE	150 PSI.
MAXIMUM OPERATING TEMPERATURE	105° F.
TYPICAL LOW FLOW (95% MIN.)	1½ GPM.
MAXIMUM CONTINUOUS OPERATION	3500 GPM.
MAXIMUM INTERMITTENT FLOW	4500 GPM.
PRESSURE LOSS AT MAXIMUM CONTINUOUS OPERATION	6.3 PSI.

MATERIALS

NOSE CONE AND STRAIGHTENING VANES	thermoplastic
ROTOR	thermoplastic
ROTOR RADIAL BEARINGS	lubricated thermoplastic
ROTOR THRUST BEARINGS	sapphire jewels
ROTOR BEARING PIVOTS	passivated 316 stainless steel
CALIBRATION MECHANISM	stainless steel and thermoplastic
MAGNET	ceramic
REGISTER LID AND SHROUD	thermoplastic, bronze
TRIM	stainless steel
BY-PASS MEASURING CHAMBER	injection molded thermoplastic
METER HOUSING	fusion bonded epoxy coated ductile cast iron
BY-PASS METER HOUSING	cast bronze (B81), Low Lead Alloy (LL)
CLAPPER	stainless steel
CLAPPER SPRING	stainless steel
CLAPPER HINGE & PINS	stainless steel
CLAPPER SEAL	elastomer, EPDM
VALVE SEAT	cast brass
VALVE BODY AND COVER PLATE	fusion bonded epoxy coated steel
VALVE COVER PLATE GASKET	elastomer sheet
BY-PASS	Water works brass piping conforming to AWWA C800
SPOOL BODY	Stainless steel, with stainless steel bypass port. Standard steel flange connections (ANSI/AWWA C-207 class D) with zinc chromate plating

OPTIONAL EQUIPMENT Includes transmitters with remote read capabilities, companion flanges, and various pipe sizes are available in CI or bronze.

SHIPPING WEIGHT CERTIFICATION 357 pounds shipped fully assembled. Valve conforms to UL 312 and FM 1045. Turbine meter measuring chambers are AWWA class II. Disc meter conforms to AWWA C700.

ORDERING INFO Must be specified by the customer and includes: Size, minimum & maximum flow range, totalizer dial units, optional equipment desired. Standard side for by-pass meter is right hand (shown above) unless specified otherwise.

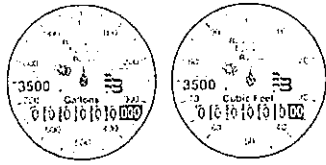


BadgerMeter, Inc.

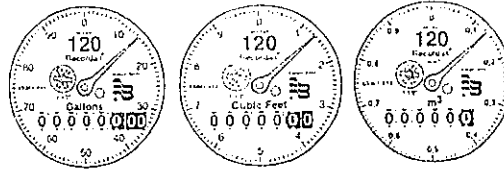
RCM-T-08

5-06

8" RECORDALL® COMBO METER

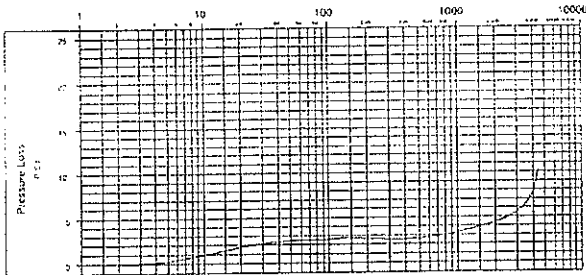


Mainline Registers

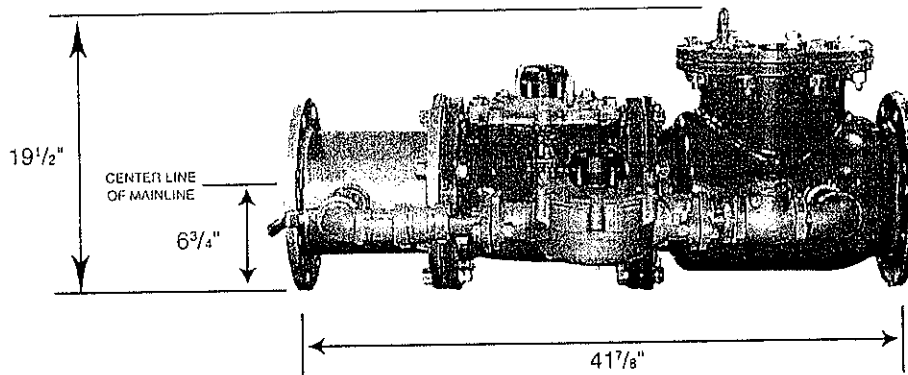
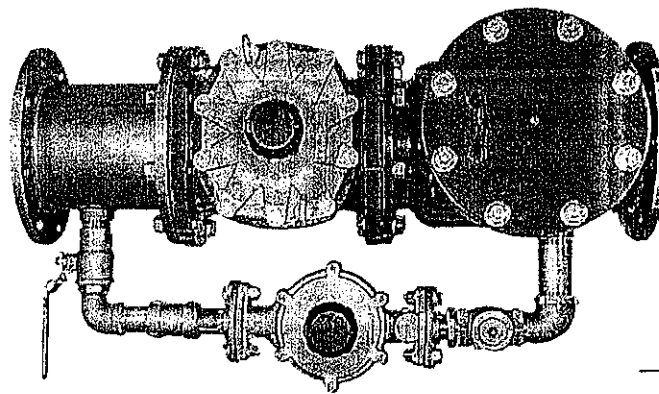
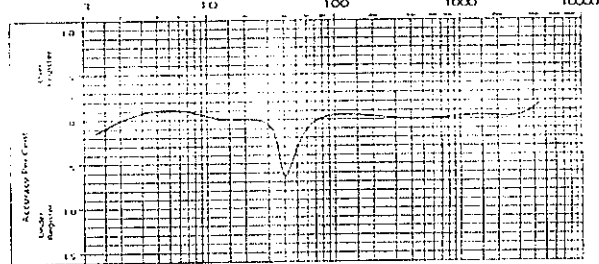


By-Pass Registers

PRESSURE LOSS CHART
Rate of Flow, in Gallons per Minute



ACCURACY CHART
Rate of Flow, in Gallons per Minute



Recordall® is a registered trademark of Badger Meter, Inc.



Please see our website at
www.badgermeter.com
for specific contacts.

Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists.



BadgerMeter, Inc.

P.O. Box 245036, Milwaukee, WI 53224-9536
(800) 876-3837 / Fax: (888) 371-5982
www.badgermeter.com

SPECIFICATIONS FOR 10" and 12" COLD WATER AMR METERS FIRE SERVICE ASSEMBLY TYPE

These specifications are in compliance with AWWA Standard C703 with certain exceptions as noted below. All specifications meet or exceed the latest revision, AWWA C703-96.

TYPE

Meters shall consist of a combination of an AWWA Class II in-line horizontal axis turbine for measuring high rates of flow and a Class II turbine bypass meter or positive displacement disc bypass meter for measuring low rates of flow. An automatic valve shall direct the flow from the bypass meter to the mainline meter as flow rates increase and back to the bypass meter as flow rates decrease. All components of the meter assembly shall be both UL (Underwriter's Laboratory) Listed and FM (Factory Mutual Research Corporation) Approved for fire service use.

OPERATING CHARACTERISTICS

The capacity of the meters in terms of maximum rate for continuous use, normal operating range and extended low flow capability is as follows:

<u>Turbo Bypass Models</u>				
<u>Accuracies</u>	<u>+/- 1.5%</u>		<u>+/-1.5%</u>	<u>+2/-5%</u>
<u>Size</u>	<u>Normal Operating Range (gpm)</u>	<u>Max. Cont. (gpm)</u>	<u>Max. Capacity (gpm)</u>	<u>Extended Low Flow (gpm)</u>
10"	4 - 7000	5500	7000	2-1/2
12"	4 - 7000	5500	7000	2-1/2

<u>Disc Bypass Models</u>				
<u>Accuracies</u>	<u>+/- 1.5%</u>		<u>+/-1.5%</u>	<u>+2/-5%</u>
<u>Size</u>	<u>Normal Operating Range (gpm)</u>	<u>Max. Cont. (gpm)</u>	<u>Max. Capacity (gpm)</u>	<u>Extended Low Flow (gpm)</u>
10"	2-1/2 - 7000	5500	7000	1-1/2

PERFORMANCE

Registration accuracy over the normal operating range shall be 98.5% to 101.5%. Registration at the crossover shall not be less than 90%. Extended low flow registration shall not be less than 95%.

AUTOMATIC METER READING

All meters shall be equipped with digital encoder registers per AWWA C707, shall meet all AWWA C703 performance standards, and shall include all required hardware for installation. The digital encoders shall allow connectivity to a close proximity read system or a radio frequency read system.

Acceptable meters shall be the Badger Recordall® Fire Series Assembly Meter (Model FSAA) or approved equal.

Model FSAA-01

10" Model FSAA-01
FM Approved - 175 PSI Flanged
UL Listed, Fire Series Meter Assembly
with Strainer, Turbine Meter, Detector
Check Valve and By-Pass Meter

Technical Brief

DESCRIPTION

MODEL FSAA-01 FIRE SERIES METER ASSEMBLY consists of at least a six times open area strainer, a 10" Recordall® Turbo Series Meter with AWWA class II measuring chamber, a Check Valve with by-pass piping, valves, and a 2" Recordall Turbo Series Meter. The Fire Series Meter Assembly is designed to measure both low flow domestic use and high volume usage, such as when a building's fire sprinklers are activated, through a single water supply line.

INSTALLATION is made similar to placing a length of flanged end pipe in the line. The 175 lb. AWWA Class "D" steel flanged end design permits use in a wide range of applications. The meter must have a full flow of liquid for proper accuracy. It must be installed in horizontal applications only.

STRAINER is at least six times open area and is used exclusively in fire series systems to prevent clogging. The strainer is equipped with a 3" flushing port (optional valve) for flushing debris from the upstream side of the strainer screen.

TURBINE METER: Water flows into the meter's measuring element contacting the multi-vaned rotor. Flow readings are obtained by rotor revolutions transmitted by magnetic drive coupling through the meter's cover plate to the sealed register. Magnetic drive is achieved by a right angle worm drive, coupling the rotor to a vertical transmission spindle, driving a gear set rotating the magnet carrier. A ceramic magnet in a carrier rotates around a vertical axis. Rotor rotation is transmitted to the register gearing through this magnetic coupling.

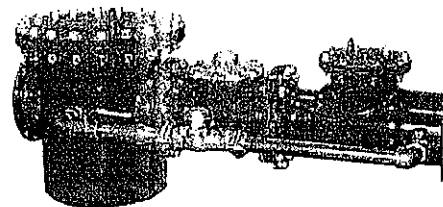
The turbo measuring element is designed to greatly reduce wear by reducing friction potential between the moving parts of the rotor and bearing system. Less wear, in this critical area of the design, provides the utility manager with a lower life cycle cost for meter application. Throughout the normal operating range of the meter, the rotor floats between the thrust bearing system.

CHECK VALVE is a spring loaded check valve on the downstream side of the clapper to hold the clapper in a normally closed position. Small water flows by-pass the clapper and are registered on the 2" by-pass meter. This allows for accurate registration of domestic use, leakage or misuse of water intended for wet stand-by fire protection. When a major flow is required, the water pressure will overcome the mechanical advantages of the spring loaded clapper and push it open, permitting full pipe capacity flow during a fire emergency. A small amount of water will continue to flow through the by-pass when the spring loaded clapper is fully open.

BY-PASS LINE consists of piping with a 2" Recordall Turbo Series Meter, an isolation valve, and back flow preventing check valve.

SPECIFICATIONS

TYPICAL OPERATING RANGE	4-7000 GPM.
(100% ± 1.5%)	
MAXIMUM OPERATING PRESSURE	175 PSI.
MAXIMUM OPERATING TEMPERATURE	120° F (49° C)
TYPICAL LOW FLOW (95% MIN.)	2.5 GPM.
MAXIMUM CONTINUOUS OPERATION	5500 GPM.
MAXIMUM INTERMITTENT FLOW	7000 GPM.



MATERIALS

NOSE CONE AND STRAIGHTENING VANES	thermoplastic
ROTOR	thermoplastic
ROTOR RADIAL BEARINGS	lubricated thermoplastic
ROTOR THRUST BEARINGS	sapphire jewels
ROTOR BEARING PIVOTS	passivated 316 stainless steel
CALIBRATION MECHANISM	stainless steel and thermoplastic
MAGNET	ceramic
REGISTER LID AND SHROUD	thermoplastic, bronze
TRIM	stainless steel
STRAINER SCREEN	stainless steel
BY-PASS MEASURING CHAMBER	injection molded thermoplastic
TURBINE SHAFTS & BOLTS	stainless steel
METER HOUSING	fusion bonded epoxy coated ductile cast iron
BY-PASS METER HOUSING	cast bronze (B81), Low Lead Alloy (LL)
CLAPPER	stainless steel
CLAPPER SPRING	stainless steel
CLAPPER HINGE & PINS	stainless steel
CLAPPER SEAL	elastomer, EPDM
VALVE SEAT	cast brass
VALVE & STRAINER COVER PLATE	fusion bonded epoxy coated steel
VALVE & STRAINER COVER PLATE GASKET	elastomer sheet
VALVE BUSHINGS	brass
BY-PASS	Water works brass piping conforming to AWWA C800
VALVE BODY	Stainless steel, coated inside and out with fusion bonded epoxy. Standard flange connections (ANSI B16.1)
STRAINER SCREEN	stainless steel
STRAINER BODY	fusion epoxy coated steel
OPTIONAL EQUIPMENT	Includes transmitters with remote read capabilities, companion flanges, and various pipe sizes are available in CI or bronze.
SHIPPING WEIGHT	1073 pounds shipped fully assembled.
CERTIFICATION	Valve conforms to UL 312 and FM 1045. Fire Series Meter Assembly conforms to UL 327, FM 1044 and AWWA C703. Strainer conforms to UL 321 and FM 5551. Strainer open area is at least six times the area of the nominal pipe size. Meter measuring chambers are AWWA class II.
ORDERING INFO	Must be specified by the customer and includes: Size, minimum & maximum flow range, totalizer dial units, optional equipment desired. Standard side for by-pass meter is right hand (shown above) unless specified otherwise.



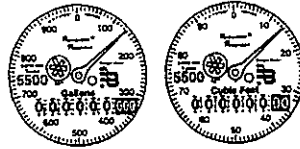
BadgerMeter, Inc.

FSAA-T-10

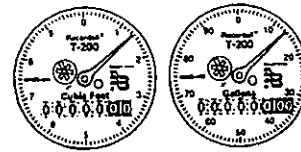
5-06

10" MODEL FSAA-01

SERVICE APPLICATIONS



Mainline Registers



By-Pass Registers

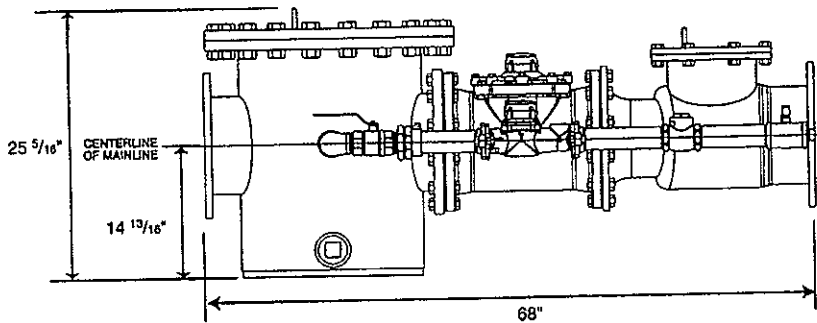
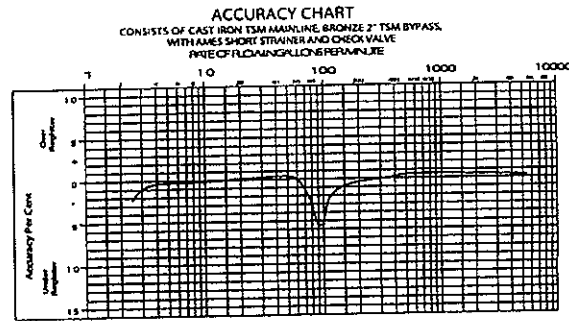
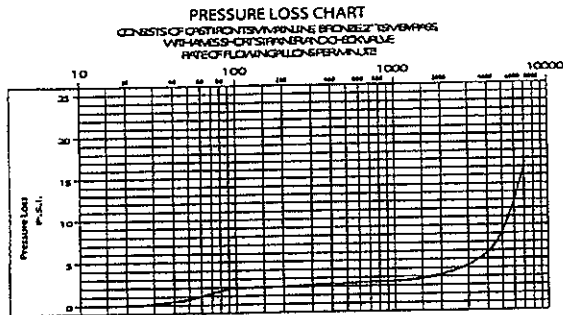
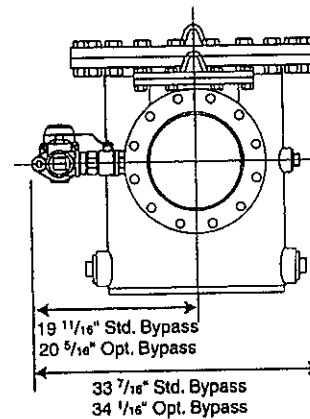


Illustration includes optional 2nd shutoff valve on bypass.



Recordall® is a registered trademark of Badger Meter, Inc.



Please see our website at
www.badgermeter.com
for specific contacts.

Copyright © Badger Meter, Inc. 2006. All rights reserved.

Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists.



BadgerMeter, Inc.

P.O. Box 245036, Milwaukee, WI 53224-9536
(800) 876-3837 / Fax: (888) 371-5982
www.badgermeter.com

Model FSAA-01

12" Model FSAA-01
FM Approved - 175 PSI Flanged
UL Listed, Fire Series Meter Assembly
with Strainer, Turbine Meter, Check Valve
and Turbo By-Pass Meter

Technical Brief

DESCRIPTION

MODEL FSAA-01 12" FIRE SERIES METER ASSEMBLY consists of at least a six times open area strainer with 12" flange inlet, a 10" Recordall® Turbo Series Meter with AWWA Class II measuring chamber, a Check Valve with by-pass piping, valves, and a 2" Recordall Turbo Series Meter. The Fire Series Meter Assembly is designed to measure both low flow domestic use and high volume usage, such as when a building's fire sprinklers are activated, through a single water supply line.

INSTALLATION is made similar to placing a length of flanged end pipe in the line. The 175 lb. AWWA Class "D" steel flanged end design permits use in a wide range of applications. The meter must have a full flow of liquid for proper accuracy. It must be installed in horizontal applications only.

STRAINER is at least six times open area and is used exclusively in fire series systems to prevent clogging. The strainer is equipped with a 3" flushing outlet port (or optional valve) for flushing debris from the upstream side of the strainer screen. Inlet flange is a standard 12" ANSI/AWWA C207.

TURBINE METER: Water flows into the meter's measuring element contacting the multi-vaned rotor. Flow readings are obtained by rotor revolutions transmitted by magnetic drive coupling through the meter's cover plate to the sealed register. Magnetic drive is achieved by a right angle worm drive, coupling the rotor to a vertical transmission spindle, driving a gear set rotating the magnet carrier. A ceramic magnet in a carrier rotates around a vertical axis. Rotor rotation is transmitted to the register gearing through this magnetic coupling.

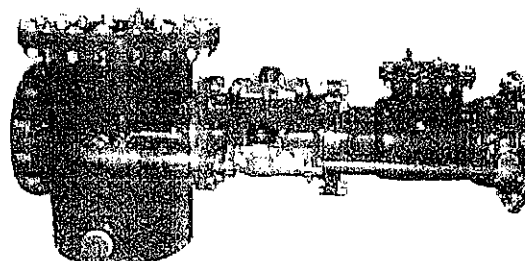
The turbo measuring element is designed to greatly reduce wear by reducing friction potential between the moving parts of the rotor and bearing system. Less wear, in this critical area of the design, provides the utility manager with a lower life cycle cost for meter application. Throughout the normal operating range of the meter, the rotor floats between the thrust bearing system.

CHECK VALVE is a spring loaded check valve on the downstream side of the clapper to hold the clapper in a normally closed position. Small water flows by-pass the clapper and are registered on the 2" by-pass meter. This allows for accurate registration of domestic use, leakage or misuse of water intended for wet stand-by fire protection. When a major flow is required, the water pressure will overcome the mechanical advantages of the spring loaded clapper and push it open, permitting full pipe capacity flow during a fire emergency. A small amount of water will continue to flow through the by-pass when the spring loaded clapper is fully open. Outlet flange is a standard 12" ANSI/AWWA C207.

BY-PASS LINE consists of piping with a 2" Recordall Turbo Series Meter, an isolation valve, and a check valve.

SPECIFICATIONS

TYPICAL OPERATING RANGE	4-7000 GPM.
(100% ± 1.5%)	
MAXIMUM OPERATING PRESSURE	175 PSI.
MAXIMUM OPERATING TEMPERATURE	120° F (49° C)
TYPICAL LOW FLOW (95% MIN.)	2.5 GPM.
MAXIMUM CONTINUOUS OPERATION	5500 GPM.
MAXIMUM INTERMITTENT FLOW	7000 GPM.



MATERIALS

NOSE CONE AND STRAIGHTENING VANES	thermoplastic
ROTOR	thermoplastic
ROTOR RADIAL BEARINGS	lubricated thermoplastic
ROTOR THRUST BEARINGS	sapphire jewels
ROTOR BEARING PIVOTS	passivated 316 stainless steel
CALIBRATION MECHANISM	stainless steel and thermoplastic
MAGNET	ceramic
REGISTER LID AND SHROUD	thermoplastic, bronze
TRIM	stainless steel
BY-PASS MEASURING CHAMBER	injection molded thermoplastic
TURBINE SHAFTS & BOLTS	stainless steel
METER HOUSING	fusion bonded epoxy coated ductile cast iron
BY-PASS METER HOUSING	cast bronze (B81), Low Lead Alloy (LL)
CLAPPER	stainless steel
CLAPPER SPRING	stainless steel
CLAPPER HINGE & PINS	stainless steel
CLAPPER SEAL	elastomer, EPDM
VALVE SEAT	cast brass
VALVE & STRAINER COVER PLATE	fusion bonded epoxy coated steel
VALVE & STRAINER COVER PLATE GASKET	elastomer sheet
BY-PASS	Water works brass piping conforming to AWWA C800
VALVE BODY	Steel, coated inside and out with fusion bonded epoxy. Standard flange connections
STRAINER SCREEN	stainless steel
STRAINER BODY	fusion epoxy coated steel
OPTIONAL EQUIPMENT	Includes transmitters with remote read capabilities, companion flanges, and various pipe sizes are available in CI or bronze.
SHIPPING WEIGHT	1073 pounds shipped fully assembled.
CERTIFICATION	The Fire Series Assembly conforms to UL327 and FM1044. Strainer open area is at least six times the area of the nominal pipe size. Meter measuring chambers are AWWA Class II.
ORDERING INFO	Must be specified by the customer and includes: Size, minimum & maximum flow range, totalizer dial units, optional equipment desired. Standard side for by-pass meter is right hand (shown above) unless specified otherwise.

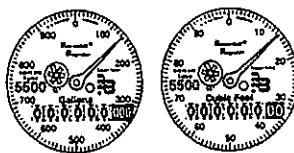


BadgerMeter, Inc.

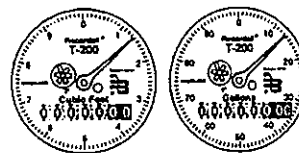
FSAA-T-12

11-05

12" MODEL FSAA-01



Mainline Registers



By-Pass Registers

PRESSURE LOSS CHART

12" FSAA

CONSISTS OF CAST IRON 10" TSM MAINLINE WITH 12" END FLANGES,
BRONZE 2" TSM BYPASS, WITH AMES SHORT STRAINER AND CHECK VALVE
RATE OF FLOW IN GALLONS PER MINUTE

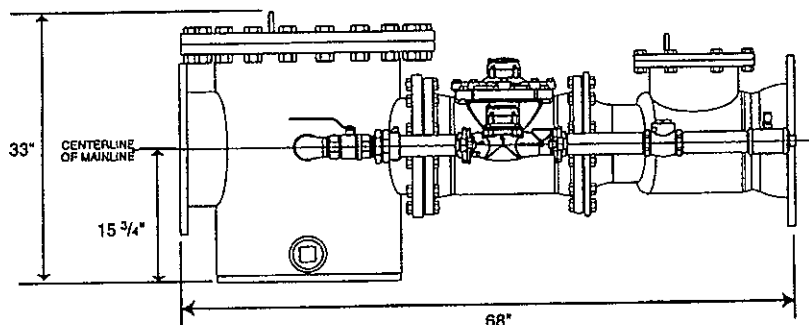
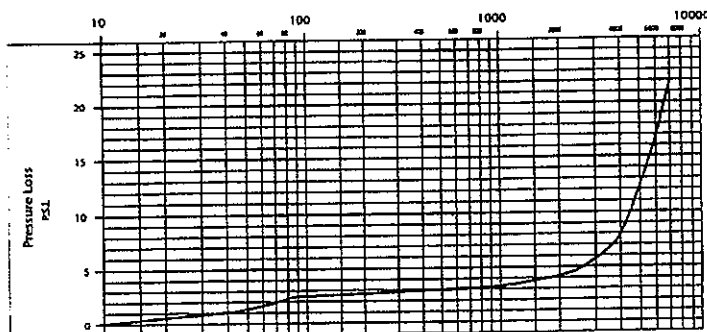
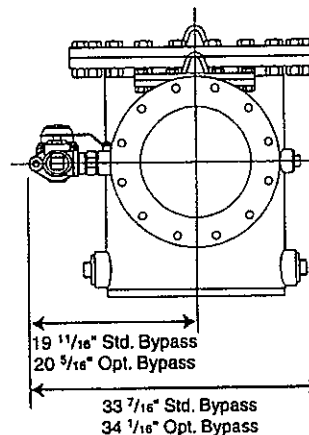


Illustration includes optional 2nd shutoff valve on bypass.



Recordall® is a registered trademarks of Badger Meter, Inc.



Please see our website at
www.badgermeter.com
for specific contacts.

Copyright © Badger Meter, Inc. 2006. All rights reserved.

Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists.



BadgerMeter, Inc.

P.O. Box 245036, Milwaukee, WI 53224-9536
(800) 876-3837 / Fax: (888) 371-5982
www.badgermeter.com

ITEM #39- COLD WATER AMR METERS IN VARIOUS SIZES FOR THE HATTIESBURG WATER DEPARTMENT

ITEM	UNIT BID PRICE
5/8" X 3/4" DISC METER	
1" DISC METER	
2" COMPOUND METER	
3" COMPOUND METER	
4" COMPOUND METER	
6" COMPOUND METER	
8" COMPOUND METER	
10" COMPOUND METER	
12" COMPOUND METER	
GRAND TOTAL BID PRICE	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

**SPECIFICATIONS FOR ITEM #40: AUTOMATED METER READING TRANSMITTER FOR THE
HATTIESBURG WATER DEPARTMENT**

Bidder shall bid on furnishing the above, which meets or exceeds the following specifications, to-wit:

(SEE ATTACHED DETAILED SPECIFICATIONS)

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on June 6, 2012, and ending March 31, 2013, items to be purchased as required.

MANDATORY DELIVERY REQUIREMENT: F.O.B. Hattiesburg, Mississippi, within five (5) working days from issuance of purchase order, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, May 17, 2012, 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
ITEM #40: AUTOMATED METER READING TRANSMITTER FOR THE
HATTIESBURG WATER DEPARTMENT
OPEN 10:00 A.M. MAY 17, 2012

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 17th day of April A. D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

SPECIFICATIONS APPROVED BY:

WATER DEPARTMENT

Automated Meter Reading Transmitter

1.1 GENERAL

The manufacturer shall provide various types of meter modules for specific application depending on the meter setting at the installation. All meter modules must be compatible with Part I of these specifications.

1.2 TYPES

A. BADGER® ORION® RTR® TRANSMITTER -- A single transmitter encapsulated in epoxy shall be required for submerged and non-submerged applications. The transmitter shall be factory connected to a Badger® Recordall® Transmitter Register (RTR). The Badger ORION RTR Transmitter shall be of a flexible design that allows for mounting the transmitter in through the lid, below the lid or in above ground remote applications.

All Badger® ORION® RTR® Transmitters shall include a published 20-year pro-rated warranty to minimize the cost of ownership.

1.3 COMMUNICATION PARAMETERS

The Transmitters shall be designed to operate in the unlicensed ISM band (902 – 928 MHz) using either frequency hopping or narrow band frequency modulation. A single receiver shall be provided with a minimum -105 dBm sensitivity that can read either narrow band or frequency hopping modulation.

All Transmitters shall require no customer license as specified in FCC Part 15, Subpart C.

1.4 REGISTRATION

All Transmitters shall be connected to a Badger® Recordall® Transmitter Register (RTR®) which shall provide for visual registration at the meter. The Badger RTR shall function in temperature variations from 32°F (0°C) to 110°F (43°C). The signal transmission assembly shall induce no drag that could result in accelerated wear of the meter or cause under registration.

1.5 MODULE REQUIREMENTS

2.5.1 BADGER® ORION® RTR® Transmitter

The Badger ORION RTR Transmitter shall be packaged in an enclosure constructed of high impact waterproof plastic and encapsulated in epoxy. The Badger ORION RTR Transmitter enclosure shall be factory potted and wired to Badger's Recordall Transmitter Register and can be stored or operated in temperatures ranging from -40° to 140°F. The Badger ORION RTR Transmitter shall operate in atmospheres of 0% to 100% condensing humidity. A single Badger ORION RTR Transmitter shall be designed for installation in either submerged or non-submerged applications to reduce inventory costs. Each Badger ORION RTR Transmitter shall weigh a

maximum of 18 oz. exposed wires shall also be available for submerged and non-submerged environments. The Badger ORION Data Profile Transmitter includes all of the same features and functionality of the Badger ORION Transmitter plus a customer programmable data storage option. The Data Profile information provides utilities with an additional customer support tool to determine customer tampering and to help resolve high water usage disputes. With the capability to store over 21,000 consumption readings, based on an hourly time interval, the Badger ORION Data Profile Transmitter can accumulate over *two years worth of customer usage* for analysis.

2.5.2 Badger® Recordall Transmitter Register

The Badger Recordall Transmitter Register (RTR) consists of a mechanical local register combined with electronic circuitry capable of producing a signal compatible with the Pit Transmitter. The electronic circuitry shall contain a piezoelectric switch, which shall be covered by US Patent.

The Badger RTR is a water resistant transmitter constructed of a scratch resistant glass face, non-corrosive metal bottom, and *non-gasketed* permanent seal. The encoder shall have a plastic or bronze lid that covers the glass face for added protection with an optional serial number for identification. The electronic encoder register shall provide a digital output based on a piezoelectric solid-state switch with a digital output resolution of 1/10th of the register test circle. The output of the electronic encoder register must have the characteristics of an open drain Field Effect Transistor (FET) and shall require no electrical contacts to stick, wear, or corrode.

The Badger RTR consists of a permanently sealed glass face and metal bottom to eliminate moisture, dirt, and other contaminants. The electronic encoder register must exceed all applicable requirements of the AWWA standards and C707 regarding moisture intrusion. The electronic encoder register offered must consist of a six-digit straight-reading mechanical odometer totalizer located in the six o'clock position, a 360° test circle with full-face sweep hand, and a flow finder to detect leaks. The Badger® RTR® is enclosed in a self-contained plastic shroud assembly with plastic lid and is magnetically coupled to the meter-measuring element. The Badger RTR encoder, due to its simplicity in design, shall have been successfully life tested to accumulate 25 million gallons.

ITEM #40 - AUTOMATED METER READING TRANSMITTER FOR THE HATTIESBURG WATER DEPARTMENT

ITEM	UNIT BID PRICE
BADGER RECORDALL TRANSMITTER REGISTER	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE



City of Hattiesburg, MS

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

Master

File Number: 2012-0705

File ID: 2012-0705

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: Notice of Request for Proposals for Analysis of Impediments

Final Action:

Minute Book Number: MB 2012-1/125

Title:

Authorize publication of Notice of Request for Proposals for an Analysis of Impediments in connection with the City's Community Development Block Grant (CDBG) Entitlement Program.

Notes:

Sponsors:

Enactment Date:

Attachments: Analysis of Impediments RFP, executed Analysis of Impediments RFP

Enactment Number:

Contact:

Meeting Date: 04/17/2012

Drafter: Anita Bratcher

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/17/2012					

Text of Legislative File 2012-0705

Title

Authorize publication of Notice of Request for Proposals for an Analysis of Impediments in connection with the City's Community Development Block Grant (CDBG) Entitlement Program.

Summary

Notice of Request for Proposals for Analysis of Impediments

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**REQUEST FOR PROPOSALS
FOR PROFESSIONAL PLANNING CONSULTANT SERVICES**

The City of Hattiesburg is requesting proposals from qualified individuals or firms for Planning Services for its Community Development Block Grant (CDBG) Entitlement Program. All services will be provided in accordance with applicable state and federal program rules and regulations under the Community Development Block Grant (CDBG) Program.

Four Proposals should be sealed and properly labeled as set forth in the information packages and may be hand delivered or mailed to the City Clerk's Office, City of Hattiesburg, 200 Forrest Street, P. O. Box 1898, Hattiesburg, MS 39403 and received at the City Hall Board Room no later than May 3, 2012 by 10:00 a.m. after which time they will be opened and publically announced. The Selection Review Committee will then review each proposal and select a qualified firm or individual.

All Proposals should be clearly identified as follows:

**NAME OF FIRM OR INDIVIDUAL
PROPOSALS FOR PROFESSIONAL PLANNING CONSULTANT SERVICES
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

Scope of Work

The selected consultant firm or individual shall be responsible for performance of services in accordance with applicable state and federal laws, regulations and procedures. The scope of work is detailed as follows:

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING

The City is in the process of developing its Five-Year Consolidated and One-Year Action Plan that is submitted to the U. S. Department of Housing and Urban Development. The Consolidated Plan is the City's application for funding under the Community Development Block Grant (CDBG) Entitlement Program for a five year period. An Analysis of Impediments to Fair Housing must be included in this Consolidated Plan. The City is seeking firms to assist the City and its agents in completing its Analysis of Impediments, which shall be prepared in accordance with HUD requirements.

Firms or individuals proposing to perform planning services should submit a list of their qualifications, experience, and capacity for performance. Preparation of the Analysis of Impediments to Fair Housing will include the following tasks:

- Analysis of Impediments. Prepare and Analysis of Impediments to Fair Housing in accordance with HUD regulations.
- Consult with various community stakeholders. As directed in 24 CFR 91.100, at a minimum, consult with (1) housing services, (2) health services, (3) social services, (4) homeless services, (5) county, (6) state, (7) adjacent jurisdictions, (8) HOPWA, (9) lead-based paint, and (10) public housing authorities.
- Public Hearings. Conduct all related public hearings act as liaison between the community, Department of Federal and State Programs, and City officials.
- Mapping. Generate project maps.

Contract Type

The City of Hattiesburg desires to enter into a contract with the selected firm or individual on a lump sum basis with a mutually agreeable predetermined maximum upset price.

Proposal Content and Evaluation Criteria

In order for your proposal to be properly evaluated, you must submit a Statement of qualifications, Experience, Capacity, and Price in sufficient detail to be evaluated. The proposal must include the following parts:

- | | | |
|---------------------|---|------------------|
| 1. | <u>Qualifications</u> – Information reflecting qualifications of persons to be assigned to provide services. | 35 |
| 2. | <u>Experience</u> – Information regarding the experience of the firm, particularly in connection with the completion of Analysis of Impediments. The information submitted should, as a minimum, include a listing of the Analysis of Impediments prepared by the Consultant and the name of the city for which Plans were prepared. | 35 |
| 3. | <u>Capacity for Performance (Work Force)</u>
Identify number and title of staff available to provide services. As evidence of capacity, the City will consider previous records with regard to performance in preparation of Consolidated Plans and Actions Plans. | 20 |
| 4. | <u>Cost</u> – Provide a lump sum cost of the work to be performed | <u>10</u> |
| TOTAL POINTS | | 100 |

The City of Hattiesburg reserves the right to reject any and all proposals and to waive any irregularities or informalities in the proposal process. The City of Hattiesburg is an equal opportunity employer. MBE and WBE firms/individuals are encouraged to submit a proposal.

All questions related to this Legal Ad shall be submitted in writing and directed to:

Franklyn L. Tate, Director
Department of Federal and State Programs
City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1006
ftate@hattiesburgms.com

PUBLISHED by Order of the Council on this, the 17th day of April 2012.

CITY OF HATTIESBURG, MISSISSIPPI

(SEAL)

BY: _____
CITY CLERK

Johnny L. DuPree, Mayor

PUBLISH Twice in the Legal Section: April 18, 2012; April 25, 2012.

**REQUEST FOR PROPOSALS
FOR PROFESSIONAL PLANNING CONSULTANT SERVICES**

The City of Hattiesburg is requesting proposals from qualified individuals or firms for Planning Services for its Community Development Block Grant (CDBG) Entitlement Program. All services will be provided in accordance with applicable state and federal program rules and regulations under the Community Development Block Grant (CDBG) Program.

Four Proposals should be sealed and properly labeled as set forth in the information packages and may be hand delivered or mailed to the City Clerk's Office, City of Hattiesburg, 200 Forrest Street, P. O. Box 1898, Hattiesburg, MS 39403 and received at the City Hall Board Room no later than May 3, 2012 by 10:00 a.m. after which time they will be opened and publically announced. The Selection Review Committee will then review each proposal and select a qualified firm or individual.

All Proposals should be clearly identified as follows:

**NAME OF FIRM OR INDIVIDUAL
PROPOSALS FOR PROFESSIONAL PLANNING CONSULTANT SERVICES
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

Scope of Work

The selected consultant firm or individual shall be responsible for performance of services in accordance with applicable state and federal laws, regulations and procedures. The scope of work is detailed as follows:

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING

The City is in the process of developing its Five-Year Consolidated and One-Year Action Plan that is submitted to the U. S. Department of Housing and Urban Development. The Consolidated Plan is the City's application for funding under the Community Development Block Grant (CDBG) Entitlement Program for a five year period. An Analysis of Impediments to Fair Housing must be included in this Consolidated Plan. The City is seeking firms to assist the City and its agents in completing its Analysis of Impediments, which shall be prepared in accordance with HUD requirements.

Firms or individuals proposing to perform planning services should submit a list of their qualifications, experience, and capacity for performance. Preparation of the Analysis of Impediments to Fair Housing will include the following tasks:

- Analysis of Impediments. Prepare and Analysis of Impediments to Fair Housing in accordance with HUD regulations.
- Consult with various community stakeholders. As directed in 24 CFR 91.100, at a minimum, consult with (1) housing services, (2) health services, (3) social services, (4) homeless services, (5) county, (6) state, (7) adjacent jurisdictions, (8) HOPWA, (9) lead-based paint, and (10) public housing authorities.
- Public Hearings. Conduct all related public hearings act as liaison between the community, Department of Federal and State Programs, and City officials.
- Mapping. Generate project maps.

Contract Type

The City of Hattiesburg desires to enter into a contract with the selected firm or individual on a lump sum basis with a mutually agreeable predetermined maximum upset price.

Proposal Content and Evaluation Criteria

In order for your proposal to be properly evaluated, you must submit a Statement of qualifications, Experience, Capacity, and Price in sufficient detail to be evaluated. The proposal must include the following parts:

1. **Qualifications** – Information reflecting qualifications of persons to be assigned to provide services. 35
2. **Experience** – Information regarding the experience of the firm, particularly in connection with the completion of Analysis of Impediments. The information submitted should, as a minimum, include a listing of the Analysis of Impediments prepared by the Consultant and the name of the city for which Plans were prepared. 35
3. **Capacity for Performance (Work Force)**
Identify number and title of staff available to provide services. As evidence of capacity, the City will consider previous records with regard to performance in preparation of Consolidated Plans and Actions Plans. 20
4. **Cost** – Provide a lump sum cost of the work to be performed **10**

TOTAL POINTS 100

The City of Hattiesburg reserves the right to reject any and all proposals and to waive any irregularities or informalities in the proposal process. The City of Hattiesburg is an equal opportunity employer. MBE and WBE firms/individuals are encouraged to submit a proposal.

All questions related to this Legal Ad shall be submitted in writing and directed to:

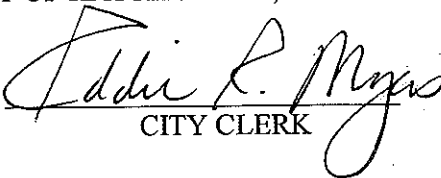
Franklyn L. Tate, Director
Department of Federal and State Programs
City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1006
ftate@hattiesburgms.com

PUBLISHED by Order of the Council on this, the 17th day of April 2012.

(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI

BY:


CITY CLERK

Johnny L. DuPree, Mayor

PUBLISH Twice in the Legal Section: April 18, 2012; April 25, 2012.



City of Hattiesburg, MS

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

Master

File Number: 2012-0684

File ID: 2012-0684

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/04/2012

Brief Title: Privilege License Report for March 2012.

Final Action:

Minute Book Number: MB 2012-1/126

Title:

Acknowledge receipt of Privilege License Report for the month of March, 2012, from Tax Department, as per recommendation.

Notes:

Sponsors:

Enactment Date:

Attachments: PL for March.

Enactment Number:

Contact:

Meeting Date: 04/17/2012

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	04/17/2012					

Text of Legislative File 2012-0684

Title

Acknowledge receipt of Privilege License Report for the month of March, 2012, from Tax Department, as per recommendation.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Dave J. Ware, II

Council - Ward 5

Henry Naylor

April 4, 2011

Mayor & Council
City of Hattiesburg

Attached is a copy of the Privilege License Report for the month of March. The breakdown for this month's collection is as follows:

New Licenses	\$ 1,386.82
Renewed Licenses	\$ 9,639.52
Penalties	\$ 288.01

The grand total collected for October was **\$11,314.35.**

Respectfully,

Marilyn Schwandt
Deputy City Clerk

PRIVILEGE LICENSE MONTHLY REPORT
March 2012

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120497	20.00		WILLIAMS TOWING 113 N TIPTON AVE HATTIESBURG, MS 39401
0120505	20.00		T & R TIRES 2007 ROOSEVELT DR. PETAL, MS 39465
0120509	20.00		KINGS BEAUTY 104 S 37TH AVE., STE 2 HATTIESBURG, MS 39402
0120515	63.00		MT. OLIVE CHRISTION DAYCARE SCHOOL 110 EVERETT ST. HATTIESBURG, MS 39401
0120517	20.00		MILAN FIVE STAR SECURITY LLC 6111 US HWY 49, STE 218 HATTIESBURG, MS 39401
0120518	17.52		DISCOUNT TOBACCO & BEER 6335 HWY 49, STE 30 & 32 HATTIESBURG, MS 39402
0120519	20.00		DAVID'S SEAFOOD 111 BAGGETT STREET HATTIESBURG, MS 39402
0120524	20.00		TKG ARTOGRAPHY 615 THORNHILL DR, APT 13 HATTIESBURG, MS 39401
0120526	20.00		MILDRED MADDOX REAL ESTATE 3018 W 7TH ST HATTIESBURG, MS 39401
0120532	20.00		HATTIESBURG PATRIOT 504 6TH AVE HATTIESBURG, MS 39401
0120535	20.00		A ABSOLUTE BAIL BONDS 6092 HWY 49 CARRIERE, MS 39426
0120545	25.00		KOLOR WORLD 116 FLORENCE HATTIESBURG, MS 39401
0120547	20.00		OVERSTREET CONST & ROOFING LLC 53 PIEDMONT RD PETAL, MS 39465

PRIVILEGE LICENSE MONTHLY REPORT
March 2012

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120554	20.00		FARMERS LEASING 720 BARTUR ST. HATTIESBURG, MS 39401
0120555	20.00		THE SMOOTHIE TREE 5232 HWY 42 BYPASS HATTIESBURG, MS 39401
0120556	20.00		MARTINS TOWING & RECOVERY 5582 OLD HWY 42 PETAL, MS 39465
0120567	20.00		LIL CAR WASH, INC 1920 BROADWAY DR PURVIS, MS 39475
0120580	20.00	2.60	THERAPEUTIC SOLUTIONS 117 EAST FRONT STREET HATTIESBURG, MS 39401
0120583	26.28	10.10	AL SOOFI ONE STOP 5386 HWY 42 HATTIESBURG, MS 39401
0120587	20.00		HERBALIFE 716 JAMES ST, UNIT C HATTIESBURG, MS 39401
0120594	50.00		DAY'S VENDING SERVICE 181 JAMES DAY RD LUCEDALE, MS 39452

47 1,386.82 12.70

PRIVILEGE LICENSE MONTHLY REPORT
March 2012

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120455	20.00		RONIN QUEST 109 DEARBORNE ST HATTIESBURG, MS 39401
0120456	20.00		EDWARD JONES 5215 OLD HWY 11, STE 70 HATTIESBURG, MS 39402
0120457	20.00		SNO-MASTERS 239 BROADWAY DR. HATTIESBURG, MS 39401
0120458	20.00		TISDALE PLUMBING CO 102 SMITH ST PETAL, MS 39465
0120459	20.00		FIRST CALL HEATING & AIR LLC 751 EATONVILLE RD HATTIESBURG, MS 39402
0120460	17.52		LAKE SERENE GROCERY INC #2 2601 OAK GROVE RD HATTIESBURG, MS 39401
0120466	250.00		UNITED POWER(CLC RECOVERY DISASTER 6528 US HWY 49 N LAWRENCEBURG, TN 38464
0120475	30.00		KNEPP INC 901 SOUTH MOPAC PLAZA, STE 300 AUSTIN, TX 78746
0120476	30.00		PETRO COLLISION REPAIR CENTER 6248 HWY 98 WEST HATTIESBURG, MS 39402
0120484	20.00		AAA HOMES OF MS, LLC 723 HARDY ST HATTIESBURG, MS 39403
0120485	20.00		CHECK EXCHANGE OF MS, INC. 4400 HARDY ST STE A-5 BROOKHEAVEN, MS 39603
0120486	20.00		CASH STOP INC. 1007 HARDY ST. BROOKHAVEN, MS 39603
0120493	20.00		DIVINE BEAUTY HAIR SALON 1707 LINCOLN ROAD, STE A-B HATTIESBURG, MS 39403

PRIVILEGE LICENSE MONTHLY REPORT
March 2012

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120402	20.00		CULPEPPER AUTOMOTIVE 105 UNETTA STREET HATTIESBURG, MS 39401
0120404	20.00		KUT-UPZ HAIR SALON 3812 W 4TH ST HATTIESBURG, MS 39402
0120408	20.00		DIFFERENT DRUMMER PUBLISHING LLC 3904 HARDY ST HATTIESBURG, MS 39404
0120414	20.00		SHARRON'S REFUND READY 607 CORRINE ST C-2 HATTIESBURG, MS 39401
0120415	20.00		THE CUT BY HAIR CREATIONS 1601 ADELINE ST HATTIESBURG, MS 39401
0120418	20.00		BACK DOOR CAFE @ SBJ 3688 VETERAN'S MEMORIAL BLVD (SBJ) COLUMBIA, MS 39429
0120421	150.00		CAMELLIA HOME HEALTH AND HOSPICE 135 MAYFAIR RD HATTIESBURG, MS 39403
0120424	20.00		MONDEGREEN GAMES LLC 2903 WILLIAMSBURG ROAD HATTIESBURG, MS 39402
0120434	7.50		T-BONES RECORDS AND CAFE 2101 HARDY ST HATTIESBURG, MS 39401
0120447	20.00		SEXY DIVA'S 99 NORTH 25TH AVE. CORONA, CA 92882
0120448	20.00		CLASH 31 COUNTRY CLUB LANE HATTIESBURG, MS 39402
0120453	20.00		SEASONED WITH LOVE 4010 O'FERRAL ST., STE 150 HATTIESBURG, MS 39404
0120454	20.00		SS ENTERPRISES LLC 240 BUTLER RD PETAL, MS 39465

177 9,639.52 275.31

Total Collection For March

New Licenses	1,386.82
Renewed Licenses	9,639.52
Penalties	288.01
Grand Total	11,314.35



City of Hattiesburg, MS

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

Master

File Number: 2012-0685

File ID: 2012-0685

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/04/2012

Brief Title: Approve City's purchase of 2 grave spaces to Corrie P. Turner Estate

Final Action:

Minute Book Number: MB 2012-1/126

Title:

Approve the City's purchase of two (2) grave spaces located in West Half (W1/2) of Southwest Quarter (SW1/4) and East Half (E1/2) of Southeast Quarter (SE1/4) Lot 66, Section 14, Highland Cemetery, recorded at 9/341, in the amount One Hundred Dollars (\$100.00) to Corrie P. Turner Estate; authorize a manual checks for the same.

Notes:

Sponsors:

Enactment Date:

Attachments: Buy Back grave spaces.Turner Estate

Enactment Number:

Contact:

Meeting Date: 04/17/2012

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	04/17/2012					

Text of Legislative File 2012-0685

Title

Approve the City's purchase of two (2) grave spaces located in West Half (W1/2) of Southwest Quarter (SW1/4) and East Half (E1/2) of Southeast Quarter (SE1/4) Lot 66, Section 14, Highland Cemetery, recorded at 9/341, in the amount One Hundred Dollars (\$100.00) to Corrie P. Turner Estate; authorize a manual checks for the same.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Lynn Turner Shaver
3006 Wakefield Drive
Blacksburg VA 24060
404-316-7129
February 22, 2012

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

RE: Grave Spaces
Highland Cemetery
S1/2 Lot #66, Section 14

To Whom It May Concern:

Please find enclosed a deed for four (4) grave spaces at Highland Cemetery. My mother, Corrie P. Turner, purchased these spaces in 1958 when her brother, Mack Phillips, died. When her mother, Ruby Phillips, died, she was also buried in one of these spaces. There are no other family members buried here. Both my mother and father are deceased and interred in the mausoleum at Roseland Park. I understand that the city will buy unused cemetery spaces. I would like to sell the two remaining spaces to the city, if possible.

I am also enclosing a copy of my mother's death certificate. Please let me know if any further information is needed.

Thank you,

Lynn L. Shaver

Lynn Turner Shaver
Executor/Daughter
lynnshaver@comcast.net
Enclosures

open graves W $\frac{1}{2}$ of SW $\frac{1}{4}$ -66-14 @ \$ 1,000
E $\frac{1}{2}$ of SE $\frac{1}{4}$ -66-14 @ \$ 1,000
Bq/341

Ok by Larry Hood

STATE OF MISSISSIPPI)
COUNTY OF FORREST/LAMAR)

QUITCLAIM DEED TO CEMETERY LOT
IN HIGHLAND CEMETERY

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED DOLLARS AND NO CENTS (\$100.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged and confessed, I, Lynn Turner Shaver, Executor/Daughter, on behalf of the Corrie P. Turner Estate, I do hereby convey and quitclaim unto the CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation, the following described real property, located and situated in the City of Hattiesburg, County of Forrest, State of Mississippi, and more particularly described as follows, to-wit:

West Half (W1/2) of the Southwest Quarter (SW 1/4)

AND

East Half (E 1/2) of the Southeast Quarter (SE 1/4)

Lot 66, Section 14

Two(2) grave space

WITNESS my signature as Grantor on this, the 26 day of May A.D., 2012

Lynn Turner Shaver
Lynn Turner Shaver, Executor
Corrie P. Turner Estate

STATE OF Virginia
COUNTY OF Montgomery

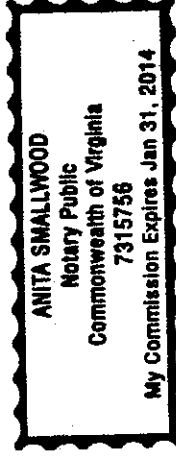
Personally appeared before me, the undersigned authority in and for said County and State, the within named **Lynn Turner Shaver** who acknowledged that she signed, executed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned as his free and voluntary act and deed.

GIVEN under my hand and official seal on this, the 26 day of March A.D., 2012.

Anita Smallwood
NOTARY PUBLIC

MY COMMISSION EXPIRES:

11/31/14





City of Hattiesburg, MS

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

Master

File Number: 2012-0683

File ID: 2012-0683

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/04/2012

Brief Title: Acknowldge proofs of publication for the month
March, 2012

Final Action:

Minute Book Number: MB2012-1/126

Title:

Acknowledge proofs of publication for the month March, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: Proof of Pub March 2012

Enactment Number:

Contact:

Meeting Date: 04/17/2012

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	04/17/2012					

Text of Legislative File 2012-0683

Title

Acknowledge proofs of publication for the month March, 2012.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY**

**ADVERTISEMENT for
BIDS**

NOTICE is hereby given that the Mayor and Council at the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 a.m. on March 29, 2012, in the City Clerk's office at the City Hall of said city for furnishing the city's requirement for the following:

**WATER SYSTEM
EXPANSION
on W.S.F. TATUM
BOULEVARD and
BONHOMIE ROAD**

**CITY of HATTIESBURG,
MISSISSIPPI**

Plans, specifications and proposal forms may be obtained from Shows, Deerman & Waits, Inc., P. O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon a non-refundable deposit of \$100.00. 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, cashiers check, or a bid bond written by a company properly licensed in Mississippi.

The successful bidder will be required to furnish a payment bond and performance bond written by a company licensed in Mississippi. The bonds 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:
**WATER SYSTEM
EXPANSION
on W.S.F. TATUM
BOULEVARD and
BONHOMIE ROAD**

**CITY of HATTIESBURG,
MISSISSIPPI**

**BID OPENING TIME: 10:00
a.m.**

**DATE of BID OPENING:
March 29, 2012**

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 21st day of February, A.D., 2012.

CITY of HATTIESBURG

BY: Eddie R Myers/s/
Eddie Myers, City Clerk

February 24 and March 2,
2012

0200394522-01

PASTE PROOF

C19347

THE CITY OF HATTIESBURG

0200394522

Water System Expansion

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

ANN MIDDEKE

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, 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:

2/24/2012

3/2/2012

Size: 417 words / 1.00 col. x 105.00 lines

Published: 2 time(s)

Total: \$103.74

Signed *Ann Middeke*
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 3/2/2012.

Rick Tyler
Notary Public

RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

PASTE PROOF HERE

C19347
THE CITY OF HATTIESBURG,
0200394523
500,000 Gallon Elevated Tank

ANN MIDDEKE

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, 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:

2/24/2012
3/2/2012

Size: 324 words / 1.00 col. x 83.00 lines
Published: 2 time(s)
Total: \$83.28

Signed Ann Middeke
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 3/2/2012.

Rick Tyler
Notary Public
RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)

BID:
**500,000 GALLON
ELEVATED WATER TANK
ALONG
U.S. HIGHWAY 98
HATTIESBURG,
MISSISSIPPI**
No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informality.
PUBLISHED by Order of the Council on the 21st day of February A.D., 2012.
CITY OF HATTIESBURG,
MISSISSIPPI
BY: Eddie R. Myers/s/
Eddie R. Myers, City Clerk
February 24 and March 2, 2012.

**ADVERTISEMENT FOR
BIDS:**
NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 a.m. on March 29, 2012 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:
**500,000 GALLON
ELEVATED WATER TANK
ALONG
U.S. HIGHWAY 98
HATTIESBURG,
MISSISSIPPI**
Plans, Specifications, and proposal forms may be obtained from: Shows, Deaman & Waits, Inc., P. O. Box 1700, 301 Second Avenue, Hattiesburg, Mississippi 39403, upon deposit of \$150.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid in the form of a certified check, cashier's check, or a bid bond written by a company properly licensed in Mississippi.
Each bid must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Hinds County, Mississippi,

PASTE PROOF HERE

C19347
THE CITY OF HATTIESBURG,
0200394525
Hwy 98 Fire Water Lines

ANN MIDDEKE

an authorized clerk of THE CLARION-LEDGER, a
newspaper as defined and prescribed in Sections 13-3-31
and 13-3-32, of the Mississippi Code of 1972, as amended,
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:

2/24/2012
3/2/2012

Size: 313 words / 1.00 col. x 78.00 lines
Published: 2 time(s)
Total: \$80.86

Signed Ann Middeke
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 3/2/2012.

Rick Tyler
Notary Public
RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)



ADVERTISEMENT FOR
BIDS

NOTICE is hereby given
that the City Clerk of the
City of Hattiesburg,
Mississippi, will receive
sealed bids until 10:00 a.m.
on March 29, 2012 in the
City Clerk's Office in the
City Hall of said City for
furnishing the City's
requirements for the
following:

U.S. HIGHWAY NO. 98
FIRE WATER LINES
HATTIESBURG,
MISSISSIPPI

Plans, Specifications and
proposal forms may be
obtained from Shows,
Deanman & Watts, Inc., P.
O. Box 1711, 301 Second
Avenue, Hattiesburg,
Mississippi, 39403, upon
deposit of \$150.00, non-
refundable. All bids must
be accompanied by bid
security equal to 5% of the
amount of the bid, in the
form of a certified check,
cashiers check or a bid
bond written by a company
licensed in Mississippi.

Each BID must be received
in a sealed envelope which
is marked in the lower left
hand corner EXACTLY as
follows:

BID:

U.S. HIGHWAY NO. 98
FIRE WATER LINES
HATTIESBURG,
MISSISSIPPI

No bid may be withdrawn
for a period of sixty (60)
days. The lowest and best
proposal received will be
accepted, subject to the
provisions of Section 31-7-
13 of the Mississippi Code
of 1972, Annotated and
Amended, and other
applicable State law; but
the Council reserves the
right to reject any or all
proposals received and to
waive informalities.

PUBLISHED by Order of
the Council on the 21st day
of February A.D., 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R. Myers/
Eddie R. Myers, City Clerk

February 24 and March 2,
2012

0200394525-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Hinds County, Mississippi,

ANN MIDDEKE

an authorized clerk of THE CLARION-LEDGER, a
newspaper as defined and prescribed in Sections 13-3-31
and 13-3-32, of the Mississippi Code of 1972, as amended,
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:

2/24/2012
3/2/2012

Size: 311 words / 1.00 col. x 80.00 lines
Published: 2 time(s)
Total: \$80.42

Signed Ann Middeke
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 3/2/2012.

Rick Tyler
Notary Public
RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)



PASTE PROOF HERE

C19347
THE CITY OF HATTIESBURG,
0200394528
Booster Station Hwy 98

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 a.m. on March 29, 2012 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

BOOSTER STATION ALONG U.S. HIGHWAY 98, HATTIESBURG, MISSISSIPPI

Plans, Specifications and proposal forms may be obtained from: P. Dearman & Wain, Inc., P.O. Box 1717, 391 Second Avenue, Hattiesburg, Mississippi 39403, upon deposit of \$150.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashiers check or a bid bond written by a company properly licensed in Mississippi.

Each bid must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

**BID:
BOOSTER STATION ALONG U.S. HIGHWAY 98, HATTIESBURG, MISSISSIPPI**

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 21-7-1 of the Mississippi Code of 1972, Annotated, and Amendments 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 21st day of February A.D. 2012.

CITY OF HATTIESBURG, MISSISSIPPI

By: Eddie R. Myers
Eddie R. Myers, City Clerk

February 24 and March 2, 2012

0200394528-01

HATTIESBURG
AMERICAN
P.O. Box 677573, Dallas, TX 75267-7573
Billing Questions - (866)-226-0858

ADVERTISING
Invoice

*Have to David
3/8/12
she is paying
this invoice*

CUSTOMER NO.	Tear Sheets
012998	T/S: 1
AGENCY NO.	INVOICE NO.
	0001394528
DUE DATE	AMOUNT DUE
03/15/12	180.00
FOR THE PERIOD	THRU
01/30/12	02/26/12

CITY OF HATTIESBURG
NASHANDRA TENNER
PO BOX 1898
HATTIESBURG MS 39403-1898

WE APPRECIATE YOUR BUSINESS..... THANK YOU

WE APPRECIATE YOUR BUSINESS.....THANK YOU.....

DATE	EDT	CLASS	DESCRIPTION	RUNS	COLS	DEPTH	TOTAL SIZE	RATE	AMOUNT
0130			BALANCE FORWARD						.00
0226	DLY		FCAHS BASKETBALL SUPPORT AD	1	2	3.00	6.00	15.00	90.00
0226			FREE COLOR						
0226	DLY		HHS BASKETBALL SUPPORT AD	1	2	3.00	6.00	15.00	90.00
0226			FREE COLOR						

1540 6/150

**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

CRYSTAL HORTON

H12998
CITY OF HBURG,
0200393940
1214W6 ADV FOR BIDS WATER SYSTEM
EXPANS

ADVERTISEMENT for BIDS

NOTICE is hereby given that the Mayor and Council at the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 a.m. on March 29, 2012, in the City Clerk's office at the City Hall of said city for furnishing the city's requirement for the following:

**WATER SYSTEM
EXPANSION
on W.S.F. TATUM
BOULEVARD and
BONHOMIE ROAD**

**CITY of HATTIESBURG,
MISSISSIPPI**

Plans, specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., P.O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon a non-refundable deposit of \$100.00. 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, cashiers check, or a bid bond written by a company properly licensed in Mississippi.

The successful bidder will be required to furnish a payment bond and performance bond written by a company licensed in Mississippi. The bonds 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:

**WATER SYSTEM
EXPANSION
on W.S.F. TATUM
BOULEVARD and
BONHOMIE ROAD**

**CITY of HATTIESBURG,
MISSISSIPPI**

**BID OPENING TIME: 10:00
a.m.**

**DATE of BID OPENING:
March 29, 2012**

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

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:

2/24/2012
2/24/2012
3/2/2012

Size: 418 words / 1.00 col. x 103.00 lines

Published: 2 time(s)

Total: \$96.96

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/2/2012.

Jennifer Y. Brogdon
Notary Public

March 2, 2012
Date



PUBLISHED by Order of
the Council on the 21st day
of February, A.D., 2012.

CITY of HATTIESBURG

BY: Eddie R Myers/s/

Eddie Myers, City Clerk

Publish on 2-24 and 3-2,
2012

1040.6150

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,
0200393941
1273W001 ADV FOR BIDS

ADVERTISEMENT FOR
BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 a.m. on March 29, 2012 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

U.S. HIGHWAY NO. 98
FIRE WATER LINES
HATTIESBURG,
MISSISSIPPI

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., P. O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon deposit of \$150.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashiers check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

BID:

U.S. HIGHWAY NO. 98
FIRE WATER LINES
HATTIESBURG,
MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 21st day of February A.D., 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers/s/

Eddie R. Myers, City Clerk

Publish on 2-24 and 3-2,
2012

0200393941-01

CRYSTAL HORTON

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:

2/24/2012

2/24/2012

3/2/2012

Size: 319 words / 1.00 col. x 78.00 lines

Published: 2 time(s)

Total: \$75.18

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/2/2012.

Jennifer U. Brogdon
Notary Public

March 2, 2012
Date



1040.650

**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,
0200393942
1273W002 ADV FOR BIDS

**ADVERTISEMENT FOR
BIDS:**

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 a.m. on March 29, 2012 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

**BOOSTER STATION
ALONG
U.S. HIGHWAY 98
HATTIESBURG,
MISSISSIPPI**

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Walls, Inc., P. O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon deposit of \$150.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:
BID: .

**BOOSTER STATION
ALONG
U.S. HIGHWAY 98
HATTIESBURG,
MISSISSIPPI**

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 21st day of February A.D., 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers/s/

Eddie R. Myers, City Clerk

Publish on 2-24 and 3-2,
2012

0200393942-01

CRYSTAL HORTON

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:

2/24/2012

2/24/2012

3/2/2012

Size: 317 words / 1.00 col. x 80.00 lines

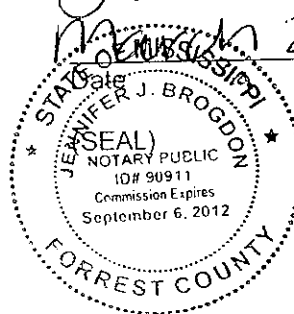
Published: 2 time(s)

Total: \$74.74

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/2/2012.

Jennifer J. Brogdon
Notary Public



104005

**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,
0200393943
1273W003 ADV FOR BIDS

ADVERTISEMENT FOR BIDS: NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 a.m. on March 29, 2012 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following: 500,000 GALLON ELEVATED WATER TANK ALONG U.S. HIGHWAY 98 HATTIESBURG, MISSISSIPPI Plans, Specifications and proposal forms may be obtained from Dearman & Waits, Inc., P.O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon deposit of \$150.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashiers check or a bid bond written by a company properly licensed in Mississippi. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows: BID: 500,000 GALLON ELEVATED WATER TANK ALONG U.S. HIGHWAY 98 HATTIESBURG, MISSISSIPPI No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities. PUBLISHED by Order of the Council on the 21st day of February A.D., 2012. CITY OF HATTIESBURG, MISSISSIPPI BY: Eddie R Myers/s/ Eddie R. Myers, City Clerk Publish on 2-24 and 3-2, 2012 0200393943
--

CRYSTAL HORTON

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:

2/24/2012
2/24/2012
3/2/2012

Size: 323 words / 1.00 col. x 82.00 lines

Published: 2 time(s)

Total: \$76.06

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/2/2012.

Jennifer J. Brogdon
Notary Public

March 2, 2012
Date



1040. W160

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

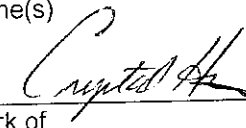
PASTE PROOF HERE

H12998
CITY OF HBURG,
0200395829
TRANSIENT VENDOR ORD 3084

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:

3/2/2012
3/2/2012

Size: 3,207 words / 3.00 col. x 311.00 lines
Published: 1 time(s)
Total: \$391.34

Signed 
Authorized Clerk of
The Hattiesburg American

8B ■ HATTIESBURG AMERICAN ■ FRIDAY MARCH 2
ORDINANCE NUMBER 3084

AN ORDINANCE REPEALING ORDINANCE NUMBER 1782, AS AMENDED AND ALL OTHER ORDINANCES IN CONFLICT HERewith, TO REGULATE TRANSIENT VENDORS.

WHEREAS, this ordinance repeals Ordinance 1782, adopted February 21, 1973, Ordinance 2030 adopted October 7, 1980, Ordinance 2032 adopted October 14, 1980, Ordinance Number 2038 adopted November 18, 1982, Ordinance Number 2106 adopted March 29, 1983, Ordinance 2121 adopted July 12, 1983, Ordinance 2174 adopted January 29, 1985, Ordinance 2483 adopted May 17, 1994, Ordinance 2535 adopted October 3, 1995, and Ordinance 2748 February 20, 2001; any and all other ordinances in conflict to regulated transient vendors.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

Section 1. Use of streets and sidewalks as places of trade or business.

It shall be unlawful for any person to use the streets or sidewalks of the city as places of trade or business or as stands from which to conduct any trade or business.

This section shall not be construed as preventing the temporary stopping or parking of vehicles on the streets for the purpose of making the sale of ice cream products to pedestrians, or of making sale or delivery of goods, wares, merchandise or produce on private premises to occupants of the buildings or dwellings thereon where such sale or delivery is not prohibited by other ordinances of the City of Hattiesburg; but shall be construed as prohibiting the stopping or parking of vehicles or other forms of conveyance on the streets for the purpose of selling and delivering from vehicles to the general public any goods, wares, merchandise or produce or otherwise engaging in trade or business there from with the general public

Section 2. Use of streets and sidewalks for solicitation, etc. for purpose of selling wares, merchandise, etc.

It is hereby declared to be a public nuisance and it shall be unlawful for any person to solicit, accost or canvass persons on the streets or sidewalks of the city for the purpose of selling any books, wares, merchandise or articles of any description. Such practice is hereby declared to be obnoxious to the personal rights, convenience and privileges of the public and is further declared as impeding orderly traffic on streets and sidewalks.

Section 3. Application of section 2 to charitable, civic or service organizations.

The provisions of the preceding section shall not apply to persons soliciting funds in drives sponsored by and solely for charitable, civic or service organizations, except that any solicitation or canvassing on the streets of the City of Hattiesburg by pedestrians or otherwise is declared to be a public nuisance, danger and hazard and punishable as a misdemeanor.

Section 4. Transient vendors in general.

Transient vendors may not conduct sales of any of their products or services at residential premises except during the hours of 8:00 A.M. to 6:00 P.M., Monday through Saturday. Transient vendors are not allowed to make any sales of any products or services at residential premises on Sundays, nor during any hours not set forth herein.

Transient vendors are prohibited from selling their products or services on any public right-of-way of the city, state or county.

Transient vendors may not sell any products or services on any property without having first obtained written permission from the owner or legal occupant of the premises upon which sales of products or services may be offered.

Each applicant for a transient vendor license shall designate a registered agent on the license application. The registered agent must be a resident of the city and shall be the agent on whom any process, notice or demand required or permitted by law to be served on the licensee may be served. The registered agent must agree in writing to act as the agent. The license applicant shall file a copy of the agreement with the license application.

The tax collector shall maintain an alphabetical list of all transient vendors in the municipality, and the names and addresses of their registered agents.

If a transient vendor fails to have or to maintain a registered agent in the City of Hattiesburg or if the designated registered agent cannot be found at the stated permanent address, the tax collector, is the agent of the transient vendor for service of process, notices or demands. Service on the tax collector is made by delivering to his office duplicate copies of the process, notice or demand. If such a process, notice or demand is served on the tax collector, he shall immediately forward one (1) copy by registered or certified mail to the permanent address of the transient vendor pursuant to the provisions of Section 75-85-11, Mississippi Code of 1972, Annotated.

This section does not limit or otherwise affect the right of any person to serve a process, notice or demand in any other manner authorized by law.

Person means an individual, corporation, association, partnership or other entity.
Fish means fresh or saltwater finfish, crustaceans, and other forms of aquatic life (including alligator, frog, aquatic turtle, jellyfish, sea cucumber and sea urchin) other than birds or mammals, and all mollusks if such animals are intended for human consumption.

Meat means the flesh of animals intended for human consumption including the dressed flesh of cattle, swine, sheep, or goats and other edible animals or ruminants with the exception of fish and poultry.

Poultry means an domesticated bird intended for human consumption including chickens, turkeys, ducks, geese, guineas or exotic birds

Section 6. Certificate of Zoning Compliance.

Anyone conducting transient business, including non-profits and others exempt from licensing requirements, shall obtain a Certificate of Zoning Compliance from the Land Development Division. The zoning district must be compatible with the type business to be conducted and may be subject to approval by the Site Plan Review Committee.

Section 9. Penalties.

Any person who knowingly or intentionally operates a transient business without a valid license as provided by this ordinance or who knowingly or intentionally advertises, offers for sale, or sells any merchandise or services in violation of this ordinance shall, upon conviction, be guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than Five Hundred Dollars (\$500) or be imprisoned in the county jail not more than six (6) months, or be both fined and imprisoned. Such person may also be proceeded against by suit, and the tax collector may seize and sell any property of the person liable for the tax and penalty in the same manner as maybe delinquent and sold pursuant to the provisions of Section 75-85-19, Mississippi Code of 1972, annotated. This ordinance shall be enforced by the Land Code Enforcement Department and the Police Department.

All ordinances or parts thereof which are in conflict in whole or in part with any of the provisions of this ordinance, as of the effective date of this ordinance, are hereby repealed to the extent of such conflict, except that terms defined herein for the purpose of interpretation, administration, and enforcement of this ordinance will in no way, manner, or form repeal, modify, or otherwise change the definition of any such terms as used in other ordinances of the City of Hattiesburg.

This Ordinance is ordered to take effect thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, was introduced by Council person Ware, seconded by Council person Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley	NAYS: None
Delgado	
Carroll	
Ware	
Naylor	

The President thereby declared the motion carried and the Ordinance adopted, this the 21st day of February, A.D., 2012.

(SEAL)

ATTEST:

ADOPTED:

Debra K. Bernardo /s/
CLERK OF COUNCIL

Kim Bradley /s/
PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 21st day of February, A.D., 2012.

ATTEST:

APPROVED

Eddie R. Myers /s/
CITY CLERK

Johnny L. DuPree /s/
MAYOR

10/26/11
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,
0200394880
140 CHAMBLISS DR (SBJ FAMILY

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING (S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: SBJ Resch Family
Partnership LLC, 1451
Channelside Drive, Tampa,
FL 33605 and 501 North
Reo Street, Tampa, FL
33609, TNT Incorporated,
4884 Alma Highway, Van
Buren, AR 72955, and to
any and all unknown per-
sons claiming any right, title
or interest in or to the here-
inafter described property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday,
March 19, 2012, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any, if, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 32-1039-54-A,
140 Chambliss Drive, and
better described as Begin-
ning at the SW corner of
the NW ¼ of the SE ¼ of
the NW ¼, Section 21,
Township 4 North, Range
13 West, and run East 390
feet to the Point of Begin-
ning; thence run East 120
feet; thence run North 179
feet; thence run West 120
feet; thence run South 179
feet to the Point of Begin-
ning; being a part of the
NW ¼ of the SE ¼ of the
NW ¼, Section 21, Town-
ship 4 North, Range 13
West, Forrest County, Mis-
sissippi.

Publication: March 3, 2012
0200394880-01

CRYSTAL HORTON

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:

3/3/2012

Size: 395 words / 1.00 col. x 88.00 lines

Published: 1 time(s)

Total: \$50.40

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/3/2012.

Jennifer U. Brogdon
(Notary Public

March 3, 2012
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

14901750

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200394882
167B 5400-001-114 TATUM DR MIRACLE

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING (S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Timmy J. Brown C/O
Miracle Temple Church, 85
Burnt Bridge Road, Hatties-
burg, MS 39402, Mount
Carmel Baptist Church,
1101 N. Main Street, Hat-
tiesburg, MS 39401, Pastor
Michael Chatman C/O Mira-
cle Temple Church, 103
Tatum Road, Palmers
Crossing Community, Hat-
tiesburg, MS 39401 and
678 Monroe Road, Hatties-
burg, MS 39401, and to any
and all unknown persons
claiming any right, title or
interest in or to the herein-
after described property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday,
March 19, 2012, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 167B-5400-001-
114, Tatum Road, and bet-
ter described as Lot 1 Block
1 of the H. C. HUDSON
SUBDIVISION NO. 1, in the
City of Hattiesburg, Forrest
County, Mississippi, as per
the official map or plat
thereof on file in the office
of the Chancery Clerk of
Forrest County, Mississippi,
together with all improve-
ments thereon and appurte-
nances thereunto belong-
ing.

Publication: March 3, 2012
0200394882-01

CRYSTAL HORTON

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:

3/3/2012

Size: 379 words / 1.00 col. x 89.00 lines

Published: 1 time(s)

Total: \$48.48

Signed

Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/3/2012.

Jennifer Y. Brogdon
Notary Public

March 3, 2012
Date



10400 10
PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200394883
1925 FOWLER ST (ACC TAX SALES)

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
SIDER DILAPIDATED
BUILDING (S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: ACC Tax Sale Proper-
ties, MSC-378 P.O. Box
850001, Orlando, FL
32885-0378, Long Land In-
vestments, Inc., P.O. Box 7
(6621 13th Place), Lauder-
dale, MS 39335, Deborah
N. Kendrick, 1101 East
Laurel Avenue, Hattiesburg,
MS 39401, and to any and
all unknown persons claim-
ing any right, title or interest
in or to the hereinafter de-
scribed property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday,
March 19, 2012, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clear-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 24-756-8-5, 1925
Fowler Street, and better
described as Lots 27 and
28 in Block 13 of the PINE-
HURST SUBDIVISION NO.
2, in the City of Hattiesburg,
Forrest County, Mississippi,
as per the official map or
plat thereof on file in the of-
fice of the Chancery Clerk
of Forrest County, Missis-
sippi, together with all im-
provements thereon and
appurtenances thereunto
belonging.

Publication: March 3, 2012
0200394883-01

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

CRYSTAL HORTON

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:

3/3/2012

Size: 367 words / 1.00 col. x 85.00 lines

Published: 1 time(s)

Total: \$47.04

Signed

Authorized Clerk of

The Hattiesburg American

SWORN to and subscribed before me on 3/3/2012.

Jenny J. Brogdon
Notary Public

March 3, 2012



2040 012

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200394884
1210 SCOTT ST (LONG LAND
INVESTMENTS)

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING (S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Long Land Invest-
ments, Inc., P.O. Box 7
(6621 13th Place), Lauder-
dale, MS 39335, Larry and
Sandra Duncan (No Known
Address), State of Missis-
sippi, P.O. Box 136, Jack-
son, MS 39205-0136 and
401 Mississippi Street,
Jackson, MS 39205, The
Optimum Fund, LLC, P.O.
Box 1074, Elmhurst, IL
60126-8074, Rubin and
Sara L. Burris (No Known
Address), and to any and
all unknown persons claim-
ing any right, title or interest
in or to the hereinafter de-
scribed property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday,
March 19, 2012, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any, if, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 33-956-1-5, 1210
Scott Street, and better de-
scribed as Lots 5 and 6
Block 11 of the C. F. WIL-
LIAMS SUBDIVISION, in
the City of Hattiesburg,
Forrest County, Mississippi,
as per the official map or
plat thereof on file in the of-
fice of the Chancery Clerk
of Forrest County, Missis-
sippi, together with all im-
provements thereon and
appurtenances thereunto
belonging.

Publication: March 3, 2012
0200394884-01

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

CRYSTAL HORTON

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:

3/3/2012

Size: 386 words / 1.00 col. x 90.00 lines

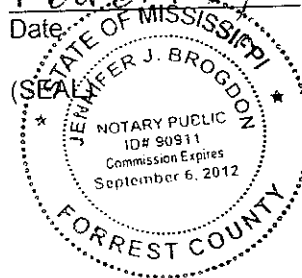
Published: 1 time(s)

Total: \$49.32

Signed *Crystal Horton*
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/3/2012:

Jennifer J. Brogdon
Notary Public
March 3, 2012



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,
0200394888
912A DABBS ST (ST OF MS)

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING (S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: State of Mississippi,
P.O. Box 136, Jackson, MS
39205 and 401 Mississippi
Street, Jackson, MS 39205,
Annie Green, 613 Charles
Street, Hattiesburg, MS
39401, Hounds, Inc., P.O.
Box 3520, Meridian, MS
39303, and to any and all
unknown persons claiming
any right, title or interest in
or to the hereinafter descri-
bed property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday,
March 19, 2012, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 39-92-1-3, 912A
Dabbs Street, and better
described as The East half
of Lots 9 and 10 in Block 3
of the A.K. MCINNIS SEC-
OND ADDITION, in the City
of Hattiesburg, Forrest
County, Mississippi, as per
the official map or plat
hereof on file in the office
of the Chancery Clerk of
Forrest County, Mississippi,
together with all improve-
ments thereon and appurte-
nances thereunto belong-
ing.

Publication: March 3, 2012
-0200394888-01

CRYSTAL HORTON

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:

3/3/2012

Size: 369 words / 1.00 col. x 85.00 lines

Published: 1 time(s)

Total: \$47.28

Signed

Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/3/2012.

Jennifer J. Brogdon
Notary Public
March 3, 2012



10-10-0128
PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200394891
99 CURRIE ST (CITY OF HBURG)

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: City of Hattiesburg,
P.O. Box 1898, Hatties-
burg, MS 39403-1898 and
200 Forrest Street, Hatties-
burg, MS 39401, State of
Mississippi, P.O. Box 136,
Jackson, MS 39205 and
401 Mississippi Street,
Jackson, MS 39205, Jo
Ann Holloway & Etal, (No
Known Address), and to
any and all unknown per-
sons claiming any right, title
or interest in or to the here-
inafter described property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday,
March 19, 2012, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 42-616-3-6, 99
Currie Street, and better
described as The East half
of Lots 9 and 10 in Block 3
of the A.K. MCINNIS SEC-
OND ADDITION, in the City
of Hattiesburg, Forrest
County, Mississippi, as per
the official map or plat
thereof on file in the office
of the Chancery Clerk of
Forrest County, Mississippi,
together with all improve-
ments thereon and appurte-
nances thereunto belong-
ing.

Publication: March 3, 2012
0200394891-01

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

CRYSTAL HORTON

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:

3/3/2012

Size: 377 words / 1.00 col. x 87.00 lines

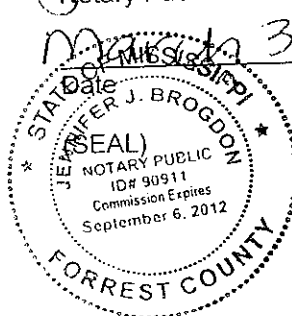
Published: 1 time(s)

Total: \$48.24

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/3/2012.

Jennifer U. Brogdon
Notary Public



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

1040 6153

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200394894
509 TIMOTHY LN (ST OF MS)

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
SIDER DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: State of Mississippi,
P.O. Box 136, Jackson, MS
39205 and 401 Mississippi
Street, Jackson, MS 39205,
Forrest County Board of
Supervisors, 614 Main
Street, Hattiesburg, MS
39401, Hattiesburg Public
School District, 301 Mamie
Street, Hattiesburg, MS
39401, College Investment,
P.O. Box 1177, Clinton, MS
39060-1177, Intrepid Group
LLC, P.O. Box 1292, Clin-
ton, MS 39060, Ola LLC, 33
Canebrake Boulevard, Hat-
tiesburg, MS 39402, David
C. Kelleher, 1803 Delaware
Avenue, McComb, MS
39648, C.E. Ross, Sr. C/O
Outreach Ministry % Fran-
ces E. Hudson Donated A
Way, P.O. Box 1642,
McComb, MS 39649 and
P.O. Box 18320, Hatties-
burg, MS 39403-8320,
Johnnie Pearl Hines, (No
Known Address), and to
any and all unknown per-
sons claiming any right, title
or interest in or to the here-
inafter described property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday,
March 19, 2012, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 30-106-2-9, 509
Timothy Lane, and better
described as Lot 10 Block 2
of the E.P. CASSIDY SUB-
DIVISION, in the City of
Hattiesburg, Forrest Coun-
ty, Mississippi, as per the
official map or plat thereof
on file in the office of the
Chancery Clerk of Forrest
County, Mississippi, togeth-
er with all improvements
thereon and appurtenances
thereunto belonging.

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

CRYSTAL HORTON

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:

3/3/2012

Size: 432 words / 1.00 col. x 102.00 lines

Published: 1 time(s)

Total: \$54.84

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/3/2012.

Jennifer J. Brogdon
Notary Public

March 3, 2012
Date



12-426150

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200394896
351 EMERSON DR (DEARMAN)

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING (S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: BancorpSouth Bank,
P.O. Box 3356, Tupelo, MS
38803-3356, Deric
Dearman, 44 John Evans
Road, Petal, MS 39465,
Van Kyle Roane, P.O. Box
5017, Hattiesburg, MS
39406, and to any and all
unknown persons claiming
any right, title or interest in
or to the hereinafter descri-
bed property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday,
March 19, 2012, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 21-716-1-106,
351 Emerson Drive, and
better described as Lot 114
of Parkhaven North Subdi-
vision or Addition to the City
of Hattiesburg, Forrest
County, Mississippi, as per
the official map or plat
thereof on file in the office
of the Chancery Clerk of
Forrest County, Mississippi;
together with all improve-
ments thereon and appurte-
nances thereunto belong-
ing.

Publication: March 3, 2012
0200394896-01

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

CRYSTAL HORTON

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:

3/3/2012

Size: 354 words / 1.00 col. x 83.00 lines

Published: 1 time(s)

Total: \$45.48

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/3/2012.

Annifer Y. Brogdon
Notary Public
March 3, 2012



10700182

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,
0200394897
604 RONIE ST (ROBERTSON)

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING (S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Ann Robertson C/O
Annie Nell Mickles, 746
Amber Drive, Fayetteville,
NC 28311, and to any and
all unknown persons claim-
ing any right, title or interest
in or to the hereinafter de-
scribed property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday,
March 19, 2012, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 38-40-1-8, 604
Ronie Street, and better de-
scribed as BEG 20 FT W &
127 FT S NW CR BLK 2 E
190 FT S 63 FT W 190 N 63
FT TO BEG THIS INCL PT
V/ALY & PT RONIE ST
BLK 2 F BEINER S/D B470
P759 6/6/79 BEINER MRS.
FRED SUB 2-0290-10-
297.00 PREV #:H0040-01-
008 Block 002 Section 10
Township 04N Range 13W.

Publication: March 3, 2012
0200394897-01

CRYSTAL HORTON

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:

3/3/2012

Size: 349 words / 1.00 col. x 77.00 lines

Published: 1 time(s)

Total: \$44.88

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/3/2012.

Jennifer Y. Brogdon
(Notary Public

March 3, 2012
Date of MISSISSIPPI



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

1844-20-11

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200394898
405 RONIE ST (WATSON)

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: P.W. and Eartha L.
Watson, 501 Southern Ave-
nue, Hattiesburg, MS
39401, and to any and all
unknown persons claiming
any right, title or interest in
or to the hereinafter descri-
bed property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday,
March 19, 2012, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 38-444-20-11,
405 Ronie Street, and bet-
ter described as S 75FT OF
7 & 8 LESS 30X30FT IN
SW COR OF 7 BLK 78
B690 P464 S/3 KAMPER
& WHINNERY SUB 1 2-
D290-10-147.00 PREV
#HO444-20-011 Block 078
Section 10 Township 04N
Range 13W.

Publication: March 3, 2012
0200394898.01

CRYSTAL HORTON

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:

3/3/2012

Size: 327 words / 1.00 col. x 75.00 lines

Published: 1 time(s)

Total: \$42.24

Signed

Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/3/2012.

Jennifer J. Brogdon
Notary Public

March 3, 2012
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

104-2/153

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200394903
S HATTIESBURG AVE (SHELBY)

AMERICAN 9B

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING(S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Area Shelby C/O
Edwina Cole, 464 Pebble
Beach Circle, University
Park, IL 60466, and to any
and all unknown persons
claiming any right, title or
interest in or to the herein-
after described property.

PLEASE TAKE NOTICE
PURSUANT TO §24-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday,
March 19, 2012, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 167B-5870-7-
598, S. Hattiesburg Ave-
nue, and better described
as LOT 2 BLK 7 WASH-
INGTON HGTS S/D B231
P223 2/61 WASHINGTON
HEIGHTS SUB 2-042E-26-
100.00 PREV #4550802
Block 007 Section 26
Township 04N Range 13W.

Publication: March 3, 2012
0200394903-01

CRYSTAL HORTON

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:

3/3/2012

Size: 319 words / 1.00 col. x 74.00 lines

Published: 1 time(s)

Total: \$41.28

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/3/2012.

Jennifer J. Brogdon
Notary Public

March 3, 2012
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

1040-16/180

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200394904
17 COLLINS ST (KING)

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING (S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Felecia Ann King C/O
First American Corporation,
1 First American Way, San-
ta Ana, CA 92707, and to
any and all unknown per-
sons claiming any right, title
or interest in or to the here-
inafter described property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday,
March 19, 2012, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 165D-5090-2-
138B, 17 Collins Street,
and better described as
LOT 12 BLK 2 W A COL-
LINS ADD B233 P101 5/61
B532 P546 12/83 B545
11/90 642/640 4/91
650/655 4/24/92 670/058
12/1/92 681/440 4/24/92
670/58 W.A. COLLINS
ADD PREY #2250112
Block 002 Section 22
Township 04N Range 13W.

Publication: March 3, 2012
0200394904-01

CRYSTAL HORTON

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:

3/3/2012

Size: 335 words / 1.00 col. x 77.00 lines

Published: 1 time(s)

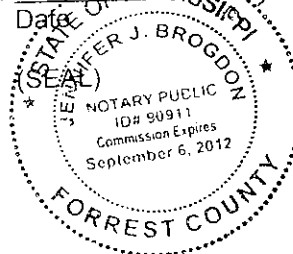
Total: \$43.23

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/3/2012.

Jennifer J. Brogdon
Notary Public

March 3, 2012



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

1670.6.150

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200394906
205 EDNA ST (OAK FIELD)

NOTICE OF HEARING
BEFORE THE CITY
COUNCIL OF THE CITY
OF HATTIESBURG,
MISSISSIPPI TO CON-
DEMN DILAPIDATED
BUILDING (S) AND/OR TO
CLEAR ALL CODE
VIOLATIONS

TO: Oak Field LLC, P.O.
Box 7, Lauderdale, MS
39335, Belinda F. Lee (No
Known Address), and to
any and all unknown per-
sons claiming any right, title
or interest in or to the here-
inafter described property.

PLEASE TAKE NOTICE
PURSUANT TO §21-19-11
of the Mississippi Code of
1972, as annotated and
amended, the City Council
of the City of Hattiesburg
will hold a hearing at
4:00p.m. on Monday,
March 19, 2012, in the
Council room of the City
Hall, Hattiesburg, MS to de-
termine whether or not the
hereinafter-described prop-
erty is in such a state of un-
cleanliness to be a menace
to the public health and
safety of the community.
You have a right to file an
answer and to appear at
said hearing in person or
otherwise and to offer your
defense, if any. If, at such
hearing, the City Council
shall adjudicate the prop-
erty in its then condition to be
a menace to the health and
safety of the community,
the City of Hattiesburg
shall, if the owner will not
do so himself, proceed to
have the land cleared pur-
suant to the aforesaid stat-
ute. The City of Hattiesburg
may then adjudicate the
costs plus penalty of clean-
ing said property and the
costs may become assess-
ment against the property,
which shall be a lien
against said property all as
provided by statute, to wit:

PARCEL: 35-620-5-5, 205
Edna Street, and better de-
scribed as LOTS 3 & 4 & S
10' OF LOT 5 BLK 5 B667
P055 2/93 LTS 3 & 4 & S
10 FT OF ST 5 BLK 5 B607
P484 12/88 B590 P100
5/81 B590 P513 11/87
B604 P677 B616 P330 5/89
B541 P891 10/31/90 DE
B23 PG 295 8/23/99
MCINNIS D.D. 1ST ADD
NEIGHBORHOOD PREV
#H062-05-005 Block 005
Section 11 Township 04N
Range 13W.

Publication: March 3, 2012
0200394906-01

CRYSTAL HORTON

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:

3/3/2012

Size: 362 words / 1.00 col. x 80.00 lines

Published: 1 time(s)

Total: \$46.44

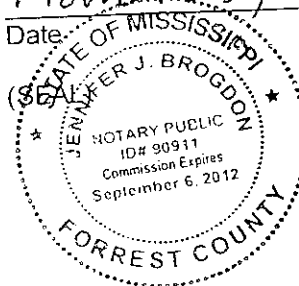
Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/3/2012.

Jennifer Y. Brogdon
Notary Public

March 3, 2012

Date



1040.6130

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,
0200396591

CRYSTAL HORTON

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:

3/10/2012
3/10/2012
3/10/2012
3/17/2012

Size: 296 words / 1.00 col. x 64.00 lines

Published: 2 time(s)

Total: \$74.37

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/17/2012.

Jennifer J. Brogdon
Notary Public

March 17, 2012
Date



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, March 29, 2012, 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 18, 2012 and ending March 31, 2014, to-wit:

ITEM #4 PIPE LINING AND RELATED SERVICES

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 17th day of January, 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers/s/
CITY CLERK

(SEAL)

Publish: March 10, 2012
and March 17, 2012

0200396591-01

1040.6150

**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,
0200396915
NOA PUBSERVICEGRANTS MARCH 2012

**NOTICE OF AVAILABILITY
OF COMMUNITY DEVELOPMENT
BLOCK GRANT
PUBLIC SERVICE GRANT
FUNDS**

The City of Hattiesburg, Mississippi, in accordance with its 2012 Action Plan (a component of its 2008 - 2012 Consolidated Plan) is accepting proposals for Public Service Grant awards. Eligible organizations include nonprofit organizations operating within the City limits of Hattiesburg, Mississippi. Churches are not eligible.

Eligible activities include but are not limited to: those benefiting low to moderate income individuals, job training, crime prevention, health services, substance abuse services, education programs, services to senior citizens, services benefiting at risk youth and services benefiting the homeless.

Each proposal shall be delivered to the Office of the City Clerk, P.O. Box 1896, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1896, (601) 545-4552 on or before 10 a.m. March 29, 2012.

Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the words "Request for Proposals" and the NAME OF THE ITEM on which proposal is being submitted and the DATE OF BID OPENING.

The proposals should include the following:

1. Description of the Organization to include name, address, 501 3(c) status, DUNS number, EIN number, makeup of the board, contact person and any other descriptive information available
2. Description for program for which funding is being requested
3. Proposed budget for program or activity to include other sources of funding
4. Program outcomes or benchmarks
5. City of Hattiesburg's CDBG Public Service Application Form

Proposals that fail to include all of the information above will not be considered.

Copies of the City of Hattiesburg's CDBG Public Service Application Form are available upon request between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday at the Office of the Clerk, City Hall, Second Floor, 200 Forrest Street, Hattiesburg, MS 39401.

Questions related to this announcement should be forwarded to Franklin L.

Rate, Director 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, 601-555-1006.

PUBLISHED by Order of the Council on this, the 15th day of March 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie R. Myers/
CITY CLERK

(SEAL)

Johnny L. DuPre, Mayor

PUBLISH: March 15, 2012
March 22, 2012

CRYSTAL HORTON

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:

3/15/2012
3/22/2012

Size: 469 words / 1.00 col. x 123.00 lines
Published: 2 time(s)
Total: \$110.18

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/22/2012.

Jenny W. Brogdon
Notary Public

March 22, 2012
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

082245.6150

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200397116
NOTICE OF AVAILABILITY

NOTICE OF AVAILABILITY, PUBLIC HEARING, AND
PUBLIC COMMENT PERIOD REGARDING:
2011 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 2011 Consolidated Annual Performance and Evaluation Report (CAPER). The report provides details on the activities proposed and completed during the 2011 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 22, 2012, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, until 5 p.m. March 28, 2012, at the following locations:

City Hall 200 Forrest Street City Clerk's Office Hattiesburg, MS 39401	Hattiesburg Public Library 329 Hardy Street Hattiesburg, MS 39401	Forrest County Court House 641 Main Street Hattiesburg, MS 39401
---	---	--

Jackie Dole Sherrill Community Center 220 W. Front Street Hattiesburg, MS 39401	C.E. Roy Community Center 300 East 5th Street Hattiesburg, MS 39401
--	---

NOTICE is hereby given that the City of Hattiesburg Department of Federal & State Programs has scheduled a public hearing for Tuesday, March 27, 2012 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 Franklyn Tate, Director of Federal and State Programs City of Hattiesburg, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898, or delivered to City Hall, First Floor, Department of Federal and State Programs, 200 Forrest Street. Comments will be considered through Wednesday, March 28, 2012.

PUBLISHED by Order of the Council on this, the 21st day of February 2012.

CITY OF HATTIESBURG, MISSISSIPPI

By: Eddie R. Myers /s/

CITY CLERK
(SEAL)

Johnny L. DuPree, Mayor

PUBLISH: March 16, 2012 and March 23, 2012

0200397116-01 +

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

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:

3/16/2012
3/16/2012
3/16/2012
3/23/2012

Size: 416 words / 3.00 col. x 51.00 lines

Published: 2 time(s)

Total: \$97.77

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/23/2012.

Jennifer J. Brogdon
Notary Public

March 23, 2012
Date



1001.2224

**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,
0200397291
W.H. CAPITAL, LLC C/O WAFFLE HOUSE

PUBLIC HEARING

NOTICE is hereby given that a petition filed by W. H. Capital, LLC c/o Waffle House, Inc., owner and represented by Mark Tramontana, Senior Account Executive, Mitchell Signs, with the Mayor and Council of the City of Hattiesburg, Mississippi, to vary from the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 5, Section 95.10 (2D), which states that in a B-5, Regional Business District the width of an On-Premise Free Standing Signs shall not exceed sixteen (16) feet, and instead allow twenty foot, eleven and one-quarter inches (20'11 1/4"), for a variance of four foot eleven and one-quarter inches (4'11 1/4"), for a certain property located at 963 Broadway Drive (Parcel 23-924-6-1, PPIN 33415, Ward 4, said property being more particularly described as follows, to-wit:

A part of Block 6 of the West End Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, also being described as part of the Northeast Quarter of the Southeast Quarter of Section 17, Township 4 North, Range 13 West, County of Forrest, State of Mississippi and being more particularly described as follows: Commencing at a found 1/4-inch iron pipe at the southeast corner of Block 1 of the West End Addition to the City of Hattiesburg, County of Forrest, State of Mississippi; thence run South 00 degrees 23 minutes 22 seconds East for 1,271.49 feet; thence run South 44 degrees 05 minutes 20 seconds West for 56.96 feet; thence run South 89 degrees 41 minutes 32 seconds West for 208.27 feet to the POINT OF BEGINNING; thence continue South 89 degrees 38 minutes 00 seconds West for 153.37 feet; thence run South 00 degrees 19 minutes 03 seconds East for 170.42 feet to a point in the north right-of-way line of Highway 49 Service Drive; thence run northeasterly along said north right-of-way line along a curve to the left for 161.77 feet, said curve having a radius of 980.00 feet, a delta angle of 09 degrees 27 minutes 28 seconds and a chord bearing of North 71 degrees 18 minutes 25 seconds East and a chord distance of 161.60 feet; thence run North 00 degrees 18 minutes 47 seconds West for 119.61 feet to the Point of Beginning. Said parcel comprises 0.52 acres more or less.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, April 4, 2012, 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 15th day of March, A.D., 2012.

CITY OF HATTIESBURG,
MISSISSIPPI
BY: Eddie Myers /s/
CITY CLERK
(SEAL)

Publish: March 18, 2012
0200397291-01

JENNIFER BROGDON

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:

3/18/2012

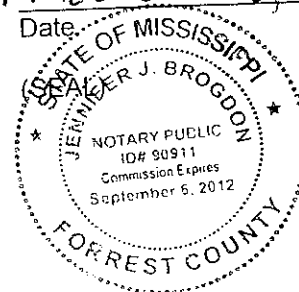
Size: 511 words / 1.00 col. x 118.00 lines
Published: 1 time(s)
Total: \$66.32

Signed *Cynthia H*
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/18/2012.

Jennifer J. Brogdon
Notary Public

March 18, 2012
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,
0200397292
HELVESTON ROAD CHURCH OF CHRIST

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Helveston Road Church of Christ, owner, represented by Calvin McDaniel, Partner, Quick Dollar & Treas, LLC, 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 59 to change the zoning classification of certain property located at 531 Helveston Road (parcel # 32-1039-180, PPIN 037735, Ward 5), from R-3 (Multi-Family Residential) District, to B-2 (Neighborhood Business) District, said property being more particularly described as follows, to-wit:

1. COMMENCE AT A FOUND $\frac{1}{4}$ " IRON PIN MARKING THE SOUTH-EAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI, AND RUN NORTH ZERO (00) DEGREES, THIRTY-FOUR (34) MINUTES, THIRTY-THREE (33) SECONDS WEST FOR 385.59 FEET;
2. THENCE RUN WEST FOR 390.33 FEET TO A SET $\frac{1}{2}$ " IRON PIN AT THE POINT OF BEGINNING;
3. THENCE CONTINUE WEST FOR 335.85 FEET TO A SET $\frac{1}{2}$ " IRON PIN;
4. THENCE RUN NORTH ZERO (00) DEGREES, THIRTY-FOUR (34) MINUTES, THIRTY-THREE (33) SECONDS WEST FOR 859.68 FEET TO A SET $\frac{1}{2}$ " IRON PIN ON THE SOUTH RIGHT-OF-WAY BOUNDARY OF HELVESTON ROAD;
5. THENCE RUN NORTH EIGHTY-EIGHT (88) DEGREES, THREE (03) MINUTES, FOUR (04) SECONDS EAST AND ALONG SAID RIGHT-OF-WAY BOUNDARY FOR 485.96 FEET TO A SET $\frac{1}{2}$ " IRON PIN;
6. THENCE LEAVING SAID RIGHT-OF-WAY BOUNDARY, RUN SOUTH ZERO (00) DEGREES, THIRTY-FOUR (34) MINUTES, THIRTY-THREE (33) SECONDS EAST FOR 490.67 FEET TO A SET $\frac{1}{2}$ " IRON PIN;
7. THENCE RUN WEST FOR 150.00 FEET TO A SET $\frac{1}{2}$ " IRON PIN;
8. THENCE RUN SOUTH ZERO (00) DEGREES, THIRTY-FOUR (34) MINUTES, THIRTY-THREE (33) SECONDS EAST FOR 385.54 FEET TO A SET $\frac{1}{2}$ " IRON PIN SET AT THE POINT OF BEGINNING;

9. THE ABOVE DESCRIBED PARCEL LIES ENTIRELY WITHIN AND IS A PART OF THE SOUTH-EAST $\frac{1}{4}$ OF THE NORTH-EAST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, HATTIESBURG, MISSISSIPPI, AND CONTAINS 8.35 ACRES.

The petition will be held at 1:00 p.m., Wednesday, April 4, 2012, 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 15th day of March, A.D., 2012.

CITY OF HATTIESBURG,
MISSISSIPPI
BY: Eddie Myers /s/_____
CITY CLERK

(SEAL)

Publish: March 18, 2012

JENNIFER BROGDON

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:

3/18/2012

Size: 478 words / 1.00 col. x 132.00 lines

Published: 1 time(s)

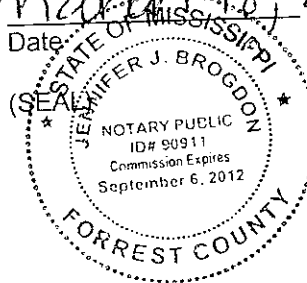
Total: \$62.36

Signed _____
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/18/2012.

Jennifer J. Brogdon
Notary Public

March 18, 2012
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

1001 2223

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200397293
ANGELA JONES LONG GALE YORK

PUBLIC HEARING

NOTICE is hereby given that a petition filed by Angela Jones Long, owner, Gale York of Jackson Hewitt, Applicant, represented by Fred Windham, Windham Signs, with the Mayor and Council of the City of Hattiesburg, Mississippi, to vary from the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 5, Section 95.15 (2), which states that you cannot increase the nonconformity of a nonconforming sign and also to vary from Article 5 Section 95.15 (3), which states that a nonconforming sign may not be replaced except to bring the sign into complete conformity, and instead allow the following:

1) a larger sign that does not comply with message area (Section 95.10 #2Bb - allowable area is 1 square foot per linear foot of street frontage, the existing area is 1.39 square foot per linear foot of street frontage and the proposed area is 1.53 square foot per linear foot of street frontage);
2) keep existing side setback (Section 95.10 #2F - side setback required is 15 feet and the existing setback is 4 feet);
3) keep existing front setback (Section 95.10 #2E - front setback required is 10 feet and the existing setback is 3 feet);
4) keep two on-premise free standing signs (Section 95.10 #2Aa - allowable number of free standing signs per lot with less than 500 feet of street frontage is one and the existing number is two);
5) keep on-premise sign on same lot with off-premise sign (Section 95.10 #3f - no on-premise free standing sign allowed to be located on same lot with an off-premise free standing sign), for a certain property located at 6051 Highway 98 W (Parcel 051N-11-007.00, PPIN 009066, Ward 3, said property being more particularly described as follows, to-wit:

Commence at the NE corner of the SE 1/4 of Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi, and run North for 27.00 feet to a concrete monument on the south right of way boundary of U. S. Highway 98; thence run South 79°12'36" West for 240.00 feet along the southern right of way boundary of U. S. Highway 98, to a set 1/2" iron pin, to and for the Point of Beginning; thence run south 79°12'36" West for 30.00 feet along the southern right of way boundary of U. S. Highway 98, to a set 1/2" iron pin; thence run south 13°17'50" East for 60.00 feet, to a set 1/2" iron pin; thence run North 79°12'36" East for 30.00 feet to a set 1/2" iron pin; thence run North 13°17'50" West for 60.00 feet back to the Point of Beginning. The above described parcel lies entirely

ly within and is a part or the SE 1/4 of the SE 1/4 of Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi, and contains 1.798 square feet, more or less.
AND ALSO:
Lot 1 of Lakewood North Subdivision or Addition to Lamar County, Mississippi, as per the official map of plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi.
AND ALSO:
Commence at the NE corner of the NW 1/4 of SW 1/4, Section 11, Township 4 North, Range 14 West, Lamar County, Mississippi, and run South along the East line of said forty for 800.00 feet to the Point of Beginning; thence run West 120.00 feet; thence run south 61.06 feet; thence run North 84°00' East for 120.66 feet; thence run North 48.52 feet back to the Point of Beginning, the said tract being .15 of an acre, more or less.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, April 4, 2012, 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 15th day of March, A.D., 2012.

CITY OF HATTIESBURG,
MISSISSIPPI
BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish: March 18, 2012

0200397293.01

JENNIFER BROGDON

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:

3/18/2012

Size: 725 words / 1.00 col. x 163.00 lines

Published: 1 time(s)

Total: \$92.72

Signed

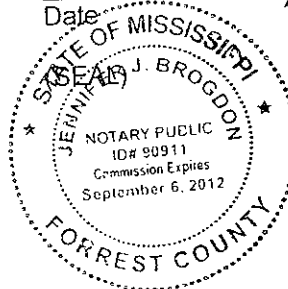
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/18/2012.

Jennifer Y. Brogdon
Notary Public

March 18, 2012

Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

1040.6130

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200397306
RESOLUTION TAX ROLL

RESOLUTION

WHEREAS, Section 21-33-9c of the Mississippi Code of 1972, Annotated, requires the governing authorities of municipalities to be furnished a true copy of that part of the county assessment roll containing the property located within the municipality as provided in section 27-35-167 and adopt such assessment roll for its assessment purposes, and
WHEREAS, Forrest County Board of Supervisors accepted, approved and made final their Real and Personal Property Assessment Rolls on September 6, 2011; and
WHEREAS, Lamar County Board of Supervisors accepted, approved and made final their Real and Personal Property Assessment Rolls on September 22, 2011.
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI

Section 1. That the City of Hattiesburg has received a true copy of the Forrest County and Lamar County Real and Personal Property Assessment Rolls containing property located within the municipality of the City of Hattiesburg, and the same is hereby adopted.
Section 2. That public interest and necessity requiring same, this Resolution shall become effective immediately from and after passage.

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor
NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 21st of February, 2012.

(SEAL)

ATTEST: ADOPTED:
Debra Bernardo /s/ Kim Bradley /s/
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this 21st day of February, 2012.

ATTEST: APPROVED:
Eddie R. Myers /s/ Johnny L. DuPree /s/
CITY CLERK MAYOR

Publish 1 Thursday 3/22/12

0200397306-01 +

CRYSTAL HORTON

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:

3/22/2012

Size: 427 words / 2.00 col. x 60.00 lines

Published: 1 time(s)

Total: \$56.24

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/22/2012.

Jennifer Y. Brogdon
Notary Public

March 22, 2012
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

10-40650

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200398129
RESOLUTION

SUNDAY MARCH 25, 2012
RESOLUTION

WHEREAS, Section 21-33-9c of the Mississippi Code of 1972, Annotated, requires the governing authorities of municipalities to be furnished a true copy of that part of the county assessment roll containing the property located within the municipality as provided in section 27-35-167 and adopt such assessment roll for its assessment purposes, and
WHEREAS, Forrest County Board of Supervisors accepted, approved and made final their Real and Personal Property Assessment Rolls on September 6, 2011; and
WHEREAS, Lamar County Board of Supervisors accepted, approved and made final their Real and Personal Property Assessment Rolls on September 22, 2011.
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI

Section 1. That the City of Hattiesburg has received a true copy of the Forrest County and Lamar County Real and Personal Property Assessment Rolls containing property located within the municipality of the City of Hattiesburg, and the same is hereby adopted.
Section 2. That public interest and necessity requiring same, this Resolution shall become effective immediately from and after passage.

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor
NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 21st of February, 2012.
(SEAL)

ATTEST:

Debra Bernardo /s/
CLERK OF COUNCIL

ADOPTED:

Kim Bradley /s/
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this 21st day of February, 2012.
ATTEST:

Eddie R. Myers /s/
CITY CLERK

APPROVED:
Johnny L. DuPree /s/
MAYOR

Publish: 3/25/12

0200398129-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

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:

3/25/2012

Size: 406 words / 2.00 col. x 56.00 lines

Published: 1 time(s)

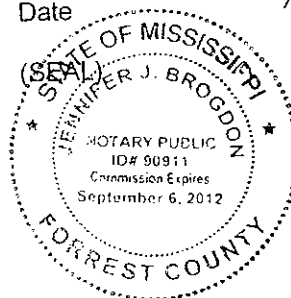
Total: \$53.72

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/25/2012.

Jennifer J. Brogdon
Notary Public

March 25, 2012
Date





City of Hattiesburg, MS

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

Master

File Number: 2012-0701

File ID: 2012-0701

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: HOME Manual Checks

Final Action:

Minute Book Number: MB 2012-1/126

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 Documentation

Enactment Number:

Contact:

Meeting Date: 04/17/2012

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/17/2012					

Text of Legislative File 2012-0701

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: Franklyn L. Tate, Director
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program claims

DATE: April 10, 2012

The following request for payment is being submitted for approval during the City Council's April 17, 2012 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	J & J Construction
Activity:	Reconstruction
Program:	HOME
Project Site:	605 Short 5 th to 543 Miller
Amount Requested:	\$20,000.00
Purpose of Request:	Draw # 3
Work Provided by:	J & J Construction

J&J Construction

5143 Lincoln Rd Ext. Ste 2
Hattiesburg, MS 39402

Invoice

Date	Invoice #
4/9/2012	130

Bill To
City of Hattiesburg Accounting Dept P.O.Box 1898 Hattiesburg, Ms 39403-1898

P.O. No.	Terms	Project
543 Miller St.	Due on receipt	

Quantity	Description	Rate	Amount
	543 Miller St. New Construction 1st Draw: 25,000.00 Poured footings and carport slab. Layed blocks and bricks and filled with cement. Added termite sheilds and 5/8 anchor bolts. Installed 2x8 seal around entire perimeter of house and through the center of house Raised foundation floor is complete House is framed 2nd Draw Rough-In plumbing is complete Rough-In electrical is complete Rough-In HVAC is complete Roof is complete Hardie siding is complete Insulation is complete Sheetrock is complete Exterior paint is complete 2nd Drawing:25,000.00 Trimwork is complete Cabinets are complete Interior paint is complete Floors are complete Appliances have been purchased but not installed Plumbing is complete Electrical is complete HVAC is complete 3rd Drawing 20,000.00	20,000.00	20,000.00
Thank you for your business.		Total	\$20,000.00

 4/10/12



City of Hattiesburg, MS

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

Master

File Number: 2012-0700

File ID: 2012-0700

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 04/10/2012

Brief Title: CDBG Manual Checks

Final Action:

Minute Book Number: MB2012-1/126

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 Documentation

Enactment Number:

Contact:

Meeting Date: 04/17/2012

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/17/2012					

Text of Legislative File 2012-0700

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: Franklyn L. Tate, Director
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for CDBG Program claims

DATE: April 10, 2012

The following request for payment is being submitted for approval during the City Council's April 17, 2012 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Endom Trailer
Activity:	Rehabilitation
Program:	CDBG
Project Site:	620 Poplar Row Alley
Amount Requested:	\$100.00
Purpose of Request:	Container Storage Rental
Work Provided by:	n/a

P.O. DRAWER 10
ELLISVILLE, MS 39437
PHONE: (800) 530-7348

Date	Invoice #
3/28/2012	R41079

Bill To	545-4650
CITY OF HATTIESBURG	
P.O. BOX 1898	
HATTIESBURG, MS 39403-1898	

[illegible]

4/10/12



City of Hattiesburg, MS

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

Master

File Number: 2012-0727

File ID: 2012-0727

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 04/12/2012

Brief Title: Claims Docket

Final Action: 04/17/2012

Minute Book Number: MB 2012-1/126

Title:

Approve Claims Docket for the period ending April 13, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: claims docket-ending 4-13-2012, ADDENDUM
4.16.12, ADDENDUM 4.17.12

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	04/17/2012	Approve				Pass
Action Text: A MOTION was made by Council member Carroll and seconded by Council member Naylor to approve Routine Agenda Item VII.-19, the Claims Docket for the period ending April 13, 2012.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Delgado, Carroll and Naylor							
Nays - 0							
Absent - 1- Ware							

Text of Legislative File 2012-0727

Title

Approve Claims Docket for the period ending April 13, 2012.

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 & R FARM AND GARDEN	230447	00123026	11004790	PLANTS/FERTILIZER STREET DEPT	04/13/12	222504	124.80-
A & R FARM AND GARDEN							
Sum							124.80-
00001 A 1 FIRE EQUIPMENT	1306	00121858	11004825	RUBBER BOOTS FIRE RECRUITS	04/13/12	222505	1,090.00-
00001 A 1 FIRE EQUIPMENT	1307	00122079	11004826	LEATHER FIRE BOOTS	04/13/12	222505	450.00-
A 1 FIRE EQUIPMENT							
Sum							1,540.00-
00001 AAMCO TRANS/AUTOMOTIVE S	123643	00122523	11004561	COMPUTER REPR U#10810 TRAFFIC	04/13/12	222506	720.00-
00001 AAMCO TRANS/AUTOMOTIVE S	123706	00123006	11004649	DOOR ACTUATOR REPR POL DEPT	04/13/12	222506	430.12-
AAMCO TRANS/AUTOMOTIVE S							
Sum							1,150.12-
00001 ADVANCE AUTO PARTS	560420737552	00122451	11004811	REPR PTS/SUPP POLICE STOCK	04/13/12	222507	416.76-
00001 ADVANCE AUTO PARTS	560420806238	00122611	11004812	REPR PTS/SUPP POLICE STOCK	04/13/12	222507	138.55-
00001 ADVANCE AUTO PARTS	560420878109	00122845	11004867	REPR PTS U#9213 CEMETERY	04/13/12	222507	127.15-
ADVANCE AUTO PARTS							
Sum							682.46-
00001 AFFORDABLE EMERGENCY LIG 1009		00122752	11004536	REPR VIDEO CAMERA U#17593	04/13/12	222509	127.50-
00001 AFFORDABLE EMERGENCY LIG 1008		00122752	11004537	INSTALL LIGHTS U#15967	04/13/12	222509	425.00-
00001 AFFORDABLE EMERGENCY LIG 1010		00122752	11004538	LIGHT BAR REPR U#15121	04/13/12	222509	140.00-
00001 AFFORDABLE EMERGENCY LIG 1011		00122963	11004774	LIGHTBAR REPR U#15781 POLICE	04/13/12	222509	170.00-
00001 AFFORDABLE EMERGENCY LIG 1014		00123101	11004775	INSTALL CAM SYSTEM U#18203	04/13/12	222509	340.00-
00001 AFFORDABLE EMERGENCY LIG 1013		00123101	11004776	REPR SWITCH SYSTEM U#15111	04/13/12	222509	170.00-
AFFORDABLE EMERGENCY LIG							
Sum							1,372.50-
00001 AGRI-AFC LLC	1026427	00122904	11004673	CHEMICALS AIRPORT MAINT	04/13/12	222511	780.00-
AGRI-AFC LLC							
Sum							780.00-
00001 AIR CONDITIONING PARTS & 26707		00122167	11004616	A/C REPR PTS #6 FIRE STA	04/13/12	222512	80.26-
AIR CONDITIONING PARTS &							
Sum							80.26-
00001 ALLBRITTON CHAIN SAW & L 18823		00122869	11004590	AGRI EQUIP REPR PTS-HEALTH	04/13/12	222513	112.83-
00001 ALLBRITTON CHAIN SAW & L 18926		00122956	11004625	AGRI EQUIP REPR SUPP STREET	04/13/12	222513	736.60-
00001 ALLBRITTON CHAIN SAW & L 19016		00122452	11004829	AGRI EQUIP REPR PTS STREET	04/13/12	222513	682.68-
00001 ALLBRITTON CHAIN SAW & L 19056		00123094	11004838	AGRI EQUIP REPR PTS HEALTH	04/13/12	222513	79.63-
ALLBRITTON CHAIN SAW & L							
Sum							1,611.74-
00001 AMERICAN CEMETERY SUPPLI 039272		00121161	11004840	LOT CORNER PINS-INFANT SPACES	04/13/12	222514	573.12-
AMERICAN CEMETERY SUPPLI							
Sum							573.12-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING APRIL 13, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 ANDERSON RETAIL INC	78878	00119564	11004676	INSTALL CARPET PUB WORKS OFFC	04/13/12	222515	462.96-
ANDERSON RETAIL INC Sum							462.96-
00001 ARNOLD LINE WATER ASSN I	2145	3/26/12	00020127	11004635 SERV 2/24-3/28/12 #8 FIRE STA	04/13/12	222517	19.00-
ARNOLD LINE WATER ASSN I Sum							19.00-
00001 ARNOLD, MICHAEL	TRAVEL REIMB	00122923	11004560	EXPNS-TRAFFIC CONTROL CLASS	04/13/12	222518	23.78-
ARNOLD, MICHAEL Sum							23.78-
00001 ASHLEY FURNITURE HOMESTO	546330	00122537	11004828	ROC/RECLINERS #5 FIRE STA	04/13/12	222520	992.46-
ASHLEY FURNITURE HOMESTO Sum							992.46-
00001 ASSN OF FLOODPLAIN MGRS	REG-REID 5/9	00123235	11004850	REG-REID-CONF-BILOXI	04/13/12	222522	100.00-
ASSN OF FLOODPLAIN MGRS Sum							100.00-
00001 AT&T	601M23905500	00020127	11004755	BEHICLE LOCATOR 3/28-4/27 POL	04/13/12	222523	202.00-
AT&T Sum							202.00-
00001 AUTO ARMATURE SERVICE IN	2756	00122848	11004591	BATTERIES U#7526 HEALTH	04/13/12	222524	227.90-
00001 AUTO ARMATURE SERVICE IN	2790	00122988	11004800	BATTERY U#12022 HEALTH	04/13/12	222524	90.95-
00001 AUTO ARMATURE SERVICE IN	3001	00123066	11004813	BATTERY U#17316 POLICE	04/13/12	222524	113.95-
00001 AUTO ARMATURE SERVICE IN	3002	00123066	11004814	BATTERY U#14713 POLICE	04/13/12	222524	90.95-
00001 AUTO ARMATURE SERVICE IN	3003	00123066	11004815	BATTERY U#11037 POLICE	04/13/12	222524	113.95-
AUTO ARMATURE SERVICE IN Sum							637.70-
00001 AUTO TRIM	5553	00122950	11004539	REPLACE GRAPHICS U#17579	04/13/12	222525	95.00-
00001 AUTO TRIM	5557	00122950	11004540	CHROME GRILL 2012 CHARGER	04/13/12	222525	199.00-
AUTO TRIM Sum							294.00-
00001 AUTOMOTIVE GLASS SPECIAL	I137187	00122415	11004650	DOOR GLASS REPR U#17804	04/13/12	222526	175.00-
AUTOMOTIVE GLASS SPECIAL Sum							175.00-
00001 BANCORPSOUTH EQUIPMENT F	002-0070193-	02012372	11004606	GARBAGE TRUCK LEASE DUE 4/15	04/03/12	15603	34,542.83-
BANCORPSOUTH EQUIPMENT F Sum							34,542.83-
00001 BARRACUDA NETWORKS INC	588261	00122473	11004723	SPAM/VIRUS FIREWALL SERVER	04/13/12	222527	1,149.00-

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING APRIL 13, 2012					Page Date	3 04/11/12	
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
BARRACUDA NETWORKS INC Sum							1,149.00-
00001 BENNETT'S LOCK & KEY SHO	61335	00122043	11004752	LOCKS/KEYS 3/12 POLICE DEPT	04/13/12	222528	18.75-
00001 BENNETT'S LOCK & KEY SHO	61344	00122043	11004753	LOCKS/KEYS 3/12 POLICE DEPT	04/13/12	222528	42.80-
BENNETT'S LOCK & KEY SHO Sum							61.55-
00001 BENSON, BRETT		TRAV ADVANCE	00122948	11004508 TRAV ADV-ESG WORKSHOP-FLOWOOD	04/13/12	222529	180.81-
BENSON, BRETT Sum							180.81-
00001 BLACKWELL, ANN (REFUND)		DAMAGE DEP R	02012389	11004802 DAMAGE DEPOSIT REFUND	04/13/12	222532	500.00-
BLACKWELL, ANN (REFUND) Sum							500.00-
00001 BOURNE BROTHERS PRINTING	43894	00122780	11004494	NOTARY SEAL-MACK-MUN COURT	04/13/12	222534	45.50-
00001 BOURNE BROTHERS PRINTING	43971	00122879	11004757	RECEIPT SIGNS MUN COURT	04/13/12	222534	35.00-
00001 BOURNE BROTHERS PRINTING	44000	00123088	11004847	RUBBER STAMPS MUN COURT	04/13/12	222534	143.40-
BOURNE BROTHERS PRINTING Sum							223.90-
00001 CALL ONE INC	286687	00122835	11004613	PHONE HEADSET P/F ACADEMY	04/13/12	222541	203.00-
CALL ONE INC Sum							203.00-
00001 CERTIFIED LABORATORIES	682471	00122877	11004642	CHEMICALS-COOL TOWER C HALL	04/13/12	222544	953.75-
00001 CERTIFIED LABORATORIES	686074	00122966	11004789	FUEL ADDITIVES STREET/SANIT	04/13/12	222544	4,785.45-
CERTIFIED LABORATORIES Sum							5,739.20-
00001 CITY OF HATTIESBURG FUND	04/03/12	02012378	11004605	TRF 1ST 04/12 PAYROLL	04/03/12	15602	803,750.44-
CITY OF HATTIESBURG FUND Sum							803,750.44-
00001 CLARION LEDGER (ADVERTIS	C19347	37784	00123024	11004639 PROOFS PUBLICATION 3/12	04/13/12	222548	348.30-
CLARION LEDGER (ADVERTIS Sum							348.30-
00001 CLAYTON, DAVID		TRAV ADVANCE	00123111	11004771 TRAV ADV-POLYGRAPH SEMINAR	04/13/12	222550	93.00-
CLAYTON, DAVID Sum							93.00-
00001 CLEMENTS HARDWARE	101372	00121174	11004542	FLAGPOLE ROPE P/F ACADEMY	04/13/12	222551	71.10-
CLEMENTS HARDWARE Sum							71.10-

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING APRIL 13, 2012					Page Date	4 - 04/11/12	
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 COBURN'S SUPPLY CO INC	604711686	00122577	11004557	MINI SPLIT UNIT TRAFFIC OFFC	04/13/12	222552	1,493.98-
00001 COBURN'S SUPPLY CO INC	604722176	00122704	11004583	TORQUE KIT-HVAC TOOL-CONSTR	04/13/12	222552	249.00-
00001 COBURN'S SUPPLY CO INC	604718435	00122647	11004742	PLUMBING TOOLS CONSTR DEPT	04/13/12	222552	688.98-
00001 COBURN'S SUPPLY CO INC	604718435-1	00122647	11004743	PLUMBING TOOLS CONSTR DEPT	04/13/12	222552	94.13-
COBURN'S SUPPLY CO INC Sum							2,526.09-
00001 COLEMAN, MAXINE	TRAV ADVANCE	00122946	11004509	TRAV ADV-ESG WORKSHOP-FLOWOOD	04/13/12	222553	246.01-
COLEMAN, MAXINE Sum							246.01-
00001 COMCAST CABLEVISION OF H	095776168240	00123036	11004722	INTERNET 4/12 #1 FIRE STA	04/13/12	222555	70.58-
00001 COMCAST CABLEVISION OF H	095776410200	00123148	11004827	BRDBAND SRV 4/15-5/14 #7 FIRE	04/13/12	222555	52.13-
COMCAST CABLEVISION OF H Sum							122.71-
00001 COMSOUTH	164790	00122882	11004501	ANTENNA REPR METER READER TRK	04/13/12	222556	37.50-
00001 COMSOUTH	164720	00122787	11004534	RADIO BATTERY-RAYNER-POLICE	04/13/12	222556	99.00-
00001 COMSOUTH	164626	00122382	11004576	RADIO BATTERIES/CHARGER-ENGR	04/13/12	222556	689.00-
00001 COMSOUTH	164768	00122883	11004651	RADIO REPR-HOFFER-POLICE	04/13/12	222556	120.75-
00001 COMSOUTH	164363	00121773	11004769	RADIO BATTERY-JOHNSON-POLICE	04/13/12	222556	84.00-
00001 COMSOUTH	164319	00121773	11004770	REMOTE MT KIT-CHIEF BOLTON	04/13/12	222556	663.04-
00001 COMSOUTH	164870	00123102	11004855	RADIO REPR-LAMPLEY-POLICE	04/13/12	222556	104.50-
00001 COMSOUTH	164741	00122907	11004863	RADIO REPR PUBLIC WORKS	04/13/12	222556	100.00-
00001 COMSOUTH	164657	00122535	11004871	RADIO BATTERY-ROOKE-POLICE	04/13/12	222556	99.00-
00001 COMSOUTH	164662	00122535	11004872	RADIO BATTERY-CLAYTON-POLICE	04/13/12	222556	99.00-
00001 COMSOUTH	164664	00122535	11004873	RADIO REPR-CLAYTON-POLICE	04/13/12	222556	434.00-
COMSOUTH Sum							2,529.79-
00001 COURT PROGRAMS INC	15	00122997	11004609	TRACKERPAL PROG 2/12 COURT	04/13/12	222557	12,188.00-
COURT PROGRAMS INC Sum							12,188.00-
00001 CSI FORENSIC SUPPLY	50104A	00122814	11004645	EVIDENCE BAGS POLICE DEPT	04/13/12	222559	212.20-
CSI FORENSIC SUPPLY Sum							212.20-
00001 DAVIS, PATRICIA K	TRAV ADVANCE	00122920	11004543	TRAV ADV-EMER SERVS ADM CONF	04/13/12	222563	251.00-
DAVIS, PATRICIA K Sum							251.00-
00001 DELTA FOREMOST CHEMICAL	924869	00122955	11004788	CHEMICALS STREET DEPT	04/13/12	222564	834.90-
DELTA FOREMOST CHEMICAL Sum							834.90-
00001 DEVINEY EQUIPMENT	IV93529	00122935	11004794	REPR PTS U#16076 STREET	04/13/12	222566	104.47-
DEVINEY EQUIPMENT							

CITY OF HATTIESBURG					Page	5	
DOCKET OF CLAIMS					Date	- 04/11/12	
PERIOD ENDING APRIL 13, 2012							
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							104.47-
00001 E S R I (ENVIR SYS RESEA	92475330	00123033	11004810	LICENSE AGREEMENT 3/12-3/13	04/13/12	222569	5,850.00-
E S R I (ENVIR SYS RESEA							5,850.00-
Sum							44.90-
00001 ECONOMY SUPPLY CO	168529	00122875	11004562	DOOR/BASE STOP PUBLIC WORKS	04/13/12	222570	115.16-
00001 ECONOMY SUPPLY CO	168363	00121960	11004585	MATLS-GENERATOR WALL-DEPOT	04/13/12	222570	909.13-
00001 ECONOMY SUPPLY CO	168657	00122684	11004792	BLDG MATLS-CABINETS-PUB WRKS	04/13/12	222570	316.00-
00001 ECONOMY SUPPLY CO	168803	00122972	11004834	BAGS/CONCRETE PUBLIC WORKS	04/13/12	222570	
ECONOMY SUPPLY CO							1,385.19-
Sum							4,164.75-
00001 EDKO LLC	323132	00122671	11004796	RIGHT-OF-WAY VEG MANAGEMENT	04/13/12	222571	
EDKO LLC							4,164.75-
Sum							885.73-
00001 EMERGENCY EQUIPMENT PROF	402817	00122753	11004653	EMER LIGHTS U#18489 FIRE DEPT	04/13/12	222574	1,284.41-
00001 EMERGENCY EQUIPMENT PROF	402914(A)	00122401	11004785	REPR PTS U#18098 FIRE DEPT	04/13/12	222574	376.00-
00001 EMERGENCY EQUIPMENT PROF	402914(B)	00123115	11004787	ADDL AMT DUE PO#122401	04/13/12	222574	
EMERGENCY EQUIPMENT PROF							2,546.14-
Sum							379.80-
00001 EMERGENCY MEDICAL PRODUC	1451232	00122742	11004615	MEDICAL SUPP FIRE DEPT	04/13/12	222575	
EMERGENCY MEDICAL PRODUC							379.80-
Sum							49.55-
00001 FASTENAL COMPANY	MSHAT138582	00122058	11004628	BOOTS/RAINSUITS-CONSTR	04/13/12	222579	18.11-
00001 FASTENAL COMPANY	MSHAT138923	00122058	11004629	BOOTS-CONSTR DEPT	04/13/12	222579	
FASTENAL COMPANY							67.66-
Sum							571.67-
00001 FERGUSON ENTERPRISES INC	1130516	00122545	11004597	WATER COOLER HANGER #1	04/13/12	222581	658.90-
00001 FERGUSON ENTERPRISES INC	1130507	00122546	11004658	CATCH BASINS/PIPE PUB WORKS	04/13/12	222581	
FERGUSON ENTERPRISES INC							1,230.57-
Sum							13,798.91-
00001 FORREST CTY CHANCERY CLK	BILLING #18	00123051	11004738	HOUSING PRISONERS 3/12	04/13/12	222583	13,798.91-
00001 FORREST CTY CHANCERY CLK	BILLING #19	00123051	11004739	HOUSING PRISONERS 4/12	04/13/12	222584	
FORREST CTY CHANCERY CLK							27,597.82-
Sum							100.00-
00001 FORREST CTY JR MISS	2013 AD	00120728	11004805	2013 PROGRAM SUPPORT M/ADM	04/13/12	222585	
FORREST CTY JR MISS							100.00-
Sum							1,785.00-
00001 FORREST GENERAL HOSPITAL	EAP CHARGE 4	00122961	11004504	EAP CHARGE 4/12	04/13/12	222586	

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
FORREST GENERAL HOSPITAL Sum							
00001 FUELMAN OF MS	BG127044 NP3	00122924	11004549	FUEL CHGS 3/23/12 FIRE DEPT	04/13/12	222587	1,785.00-
00001 FUELMAN OF MS	BG127044 NP3	00122914	11004556	FUEL CHGS U#15921 TRAFFIC	04/13/12	222587	83.00-
00001 FUELMAN OF MS	BG127044 NP3	00123200	11004860	MIKELL 3/23/12 STARKVLE-LDC	04/13/12	222587	135.28-
							34.73-
FUELMAN OF MS Sum							253.01-
00001 G & K SERVICES	1035250111	00122917	11004577	UNIFORMS/MOP/MAT 3/06 ENGR	04/13/12	222591	8.90-
00001 G & K SERVICES	1035252291	00122917	11004578	UNIFORMS/MOP/MAT 3/13 ENGR	04/13/12	222591	8.90-
00001 G & K SERVICES	1035254438	00122917	11004579	UNIFORMS/MOP/MAT 3/20 ENGR	04/13/12	222591	8.90-
00001 G & K SERVICES	1035256633	00122917	11004580	UNIFORMS/MOP/MAT 3/27 ENGR	04/13/12	222591	8.90-
00001 G & K SERVICES	1035252289	00123040	11004678	UNIFORMS 3/10 STREET	04/13/12	222591	148.00-
00001 G & K SERVICES	1035254436	00123040	11004679	UNIFORMS 3/20 STREET	04/13/12	222591	148.00-
00001 G & K SERVICES	1035256631	00123040	11004680	UNIFORMS 3/27 STREET	04/13/12	222591	144.00-
00001 G & K SERVICES	1035258803	00123040	11004681	UNIFORMS 4/03 STREET	04/13/12	222591	144.00-
00001 G & K SERVICES	1035252290	00123040	11004682	UNIFORMS 3/13 SHOP	04/13/12	222591	48.00-
00001 G & K SERVICES	1035254437	00123040	11004683	UNIFORMS 3/20 SHOP	04/13/12	222591	48.00-
00001 G & K SERVICES	1035256632	00123040	11004684	UNIFORMS 3/27 SHOP	04/13/12	222591	48.00-
00001 G & K SERVICES	1035258804	00123040	11004685	UNIFORMS 4/03 SHOP	04/13/12	222591	48.00-
00001 G & K SERVICES	1035252280	00123040	11004686	UNIFORMS 3/13 GO&FS	04/13/12	222591	8.00-
00001 G & K SERVICES	1035254427	00123040	11004687	UNIFORMS 3/20 GO&FS	04/13/12	222591	8.00-
00001 G & K SERVICES	1035256622	00123040	11004688	UNIFORMS 3/27 GO&FS	04/13/12	222591	8.00-
00001 G & K SERVICES	1035258794	00123040	11004689	UNIFORMS 4/03 GO&FS	04/13/12	222591	8.00-
00001 G & K SERVICES	1035252296	00123040	11004690	MOP/MAT 3/16 GO&FS	04/13/12	222591	26.13-
00001 G & K SERVICES	1035254443	00123040	11004691	MOP/MAT 3/20 GO&FS	04/13/12	222591	26.13-
00001 G & K SERVICES	1035256638	00123040	11004692	MOP/MAT 3/27 GO&FS	04/13/12	222591	26.13-
00001 G & K SERVICES	1035258810	00123040	11004693	MOP/MAT 4/03 GO&FS	04/13/12	222591	15.58-
00001 G & K SERVICES	1035252277	00123040	11004694	UNIFORMS 3/13 DRNGE	04/13/12	222591	15.58-
00001 G & K SERVICES	1035254424	00123040	11004695	UNIFORMS 3/20 DRNGE	04/13/12	222591	19.58-
00001 G & K SERVICES	1035256619	00123040	11004696	UNIFORMS 3/27 DRNGE	04/13/12	222591	23.58-
00001 G & K SERVICES	1035258791	00123040	11004697	UNIFORMS 4/03 DRNGE	04/13/12	222591	144.00-
00001 G & K SERVICES	1035252287	00123040	11004698	UNIFORMS 3/13 SANIT	04/13/12	222591	152.00-
00001 G & K SERVICES	1035254434	00123040	11004699	UNIFORMS 3/20 SANIT	04/13/12	222591	152.00-
00001 G & K SERVICES	1035256629	00123040	11004700	UNIFORMS 3/27 SANIT	04/13/12	222591	152.00-
00001 G & K SERVICES	1035258801	00123040	11004701	UNIFORMS 4/03 SANIT	04/13/12	222591	17.38-
00001 G & K SERVICES	1035252295	00123040	11004702	MOP/MAT 3/13 SANIT	04/13/12	222591	17.38-
00001 G & K SERVICES	1035254442	00123040	11004703	MOP/MAT 3/20 SANIT	04/13/12	222591	17.38-
00001 G & K SERVICES	1035256637	00123040	11004704	MOP/MAT 3/27 SANIT	04/13/12	222591	17.38-
00001 G & K SERVICES	1035258809	00123040	11004705	MOP/MT 4/03 SANIT	04/13/12	222591	17.38-
00001 G & K SERVICES	1035252281	00123040	11004706	UNIFORMS 3/13 ST CLEAN	04/13/12	222591	22.18-
00001 G & K SERVICES	1035254428	00123040	11004707	UNIFORMS 3/20 ST CLEAN	04/13/12	222591	22.18-
00001 G & K SERVICES	1035256623	00123040	11004708	UNIFORMS 3/27 ST CLEAN	04/13/12	222591	26.18-
00001 G & K SERVICES	1035258795	00123040	11004709	UNIFORMS 4/03 ST CLEAN	04/13/12	222591	24.00-
00001 G & K SERVICES	1035252286	00123040	11004710	UNIFORMS 3/13 HEALTH	04/13/12	222591	24.00-
00001 G & K SERVICES	1035254433	00123040	11004711	UNIFORMS 3/20 HEALTH	04/13/12	222591	24.00-
00001 G & K SERVICES	1035256628	00123040	11004712	UNIFORMS 3/27 HEALTH	04/13/12	222591	24.00-
00001 G & K SERVICES	1035258800	00123040	11004713	UNIFORMS 4/03 HEALTH	04/13/12	222591	24.00-
G & K SERVICES Sum							1,880.68-
00001 G G A ADMINISTRATORS	CAFE PLAN AD	00122949	11004503	CAFE PLAN ADM FEES 3/12	04/13/12	222592	298.35-
G G A ADMINISTRATORS							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							298.35-
00001 GALL'S INC	512073275	00122748	11004652	UNIFORM BOOTS-CHIEF BOLTON	04/13/12	222593	95.99-
GALL'S INC Sum							95.99-
00001 GARNER LUMLEY ELECTRIC S	473682	00122900	11004784	ELEC SUPP #4 FIRE STA	04/13/12	222595	30.50-
GARNER LUMLEY ELECTRIC S Sum							30.50-
00001 GILKEY ELECTRIC SUPPLY C	231201	00122095	11004797	ELEC SUPP NEW D/T LIGHTS	04/13/12	222596	471.70-
00001 GILKEY ELECTRIC SUPPLY C	231038	00122095	11004798	ELEC SUPP NEW D/T LIGHTS	04/13/12	222596	88.20-
GILKEY ELECTRIC SUPPLY C Sum							559.90-
00001 GILLILANDS ELECTRONICS S	51905	00122692	11004666	INSTALL SECURITY ACCESS GO&FS	04/13/12	222597	3,300.00-
00001 GILLILANDS ELECTRONICS S	51667	00123076	11004725	MOVE MPO PHONE LINE TO GIS	04/13/12	222597	65.00-
00001 GILLILANDS ELECTRONICS S	51916	00123060	11004737	MOVE PHONES FIRE ADM OFFICES	04/13/12	222597	75.00-
GILLILANDS ELECTRONICS S Sum							3,440.00-
00001 H'BURG AMERICAN ACCT #1	H12998	00123023	11004640	PROOFS PUBLICATION 3/12	04/13/12	222601	1,966.42-
H'BURG AMERICAN ACCT #1 Sum							1,966.42-
00001 H'BURG COCA COLA BOTTLIN	56802033276	00122874	11004495	DRINKING WATER M/ADM	04/13/12	222602	63.00-
H'BURG COCA COLA BOTTLIN Sum							63.00-
00001 H'BURG HYDRAULICS INC	46616	00122770	11004565	REPR PTS U#16076 STREET	04/13/12	222603	52.76-
00001 H'BURG HYDRAULICS INC	46617	00122841	11004566	REPR PTS U#18035 STREET	04/13/12	222603	161.00-
00001 H'BURG HYDRAULICS INC	46637	00122933	11004668	REPR PTS U#16080 SANIT	04/13/12	222603	91.68-
00001 H'BURG HYDRAULICS INC	46312	00121740	11004746	AUGER HOSES CONSTR DEPT	04/13/12	222603	170.56-
00001 H'BURG HYDRAULICS INC	45996	00121053	11004747	REPR PTS U#17729 SANIT	04/13/12	222603	130.27-
00001 H'BURG HYDRAULICS INC	46690	00122987	11004795	REPR PTS U#11911 STREET	04/13/12	222603	200.64-
H'BURG HYDRAULICS INC Sum							806.91-
00001 H'BURG PAINT AND DECORAT	E36808	00122857	11004619	MARKING PAINT TRAFFIC DEPT	04/13/12	222604	167.76-
00001 H'BURG PAINT AND DECORAT	E36686	00122044	11004631	PAINT SUPP 3/12 POLICE DEPT	04/13/12	222604	56.95-
00001 H'BURG PAINT AND DECORAT	E36687	00122044	11004632	PAINT SUPP 3/12 POLICE DEPT	04/13/12	222604	40.00-
H'BURG PAINT AND DECORAT Sum							264.71-
00001 HAMPTON INN (CLINTON)	80017487 & 8	00123227	11004864	4 EMP MOSQUITO CNTRL WORKSHOP	04/13/12	222606	154.00-
HAMPTON INN (CLINTON) Sum							154.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING APRIL 13, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 HEALTHWORKS LLC	21514FARM934	00123080	11004818	PRE-EMP PHYSICAL-BRIAN FARMER	04/13/12	222612	496.00-
00001 HEALTHWORKS LLC	21514SMIT645	00123080	11004819	PRE-EMP PHYSICAL-S R SMITH	04/13/12	222612	496.00-
00001 HEALTHWORKS LLC	20954PORT103	00123080	11004820	PRE-EMP PHYSICAL-C PORTER	04/13/12	222612	10.00-
00001 HEALTHWORKS LLC	21514FARM934	00123131	11004821	ADDL AMT DUE PO#123080	04/13/12	222612	34.00-
00001 HEALTHWORKS LLC	21514SMIT645	00123131	11004822	ADDL AMT DUE PO#123080	04/13/12	222612	34.00-
HEALTHWORKS LLC Sum							1,070.00-
00001 HOLIDAY INN EXPRESS (STA 66743851 MIK		00122702	11004657	MIKELL-ASSMNT CRSE MS STATE	04/13/12	222613	103.55-
HOLIDAY INN EXPRESS (STA Sum							
00001 HOLLAND, RICHARD & ANN (MISC PERMIT		02012382	11004677	MISC PERMIT RFD	04/13/12	222614	500.00-
HOLLAND, RICHARD & ANN (Sum							500.00-
00001 ICE PLANT INC	0400153	00123087	11004791	BAGS/ICE 3/27 PUBLIC WORKS	04/13/12	222618	66.64-
00001 ICE PLANT INC	0407061	00123210	11004862	BAGS/ICE 4/10 PUBLIC WORKS	04/13/12	222618	147.98-
ICE PLANT INC Sum							214.62-
00001 INDOFF INC	2061718	00122890	11004823	OFFICE SUPPLIES FIRE ADM	04/13/12	222619	993.82-
00001 INDOFF INC	2063310	00122951	11004824	JANIT SUPP FIRE DEPT	04/13/12	222619	366.48-
00001 INDOFF INC	2061744	00122922	11004874	OFFICE SUPP PUBLIC WORKS	04/13/12	222619	543.26-
00001 INDOFF INC	2063307	00122959	11004875	HAND DRYER/BATT BACKUP-SHOP	04/13/12	222619	420.60-
00001 INDOFF INC	2063332	00122959	11004876	HAND DRYERS SANIT/AIRPORT	04/13/12	222619	1,036.80-
00001 INDOFF INC	2063334	00122959	11004877	HAND DRYER-AIRPORT	04/13/12	222619	345.60-
INDOFF INC Sum							3,706.56-
00001 INGRAM EQUIPMENT CO LLC	0014352-IN	00122729	11004660	REPR PTS U#13982 STREET	04/13/12	222620	45.00-
00001 INGRAM EQUIPMENT CO LLC	0014359-IN	00122768	11004669	SPRINGS-SANIT STOCK	04/13/12	222620	117.18-
00001 INGRAM EQUIPMENT CO LLC	S8411-IN	00122905	11004837	LABOR/TRAVEL VARI GARB TRUCKS	04/13/12	222620	835.00-
INGRAM EQUIPMENT CO LLC Sum							997.18-
00001 INNOVATE YOUR OFFICE PRO 6955		00123231	11004848	PRINTER TONER PLANNING DEPT	04/13/12	222621	187.20-
INNOVATE YOUR OFFICE PRO Sum							187.20-
00001 INTERIOR CONSTRUCTION SU 255257		00117218	11004841	CEILING TILE COUNCIL ROOM	04/13/12	222622	90.24-
INTERIOR CONSTRUCTION SU Sum							90.24-
00001 INTL ASSN OF ARSON INVES 34987.00 MCR		00123015	11004655	MERSHP DUES-MCRANEY	04/13/12	222623	75.00-
00001 INTL ASSN OF ARSON INVES 33565.00 CAR		00123015	11004656	MERSHP DUES-CARTLIDGE	04/13/12	222623	75.00-
INTL ASSN OF ARSON INVES Sum							150.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 INVENTIVE DESIGNERS	17-0137 & 17	00122925	11004636	WORD INTERFACE CONVERSION	04/04/12	15606	4,235.40-
INVENTIVE DESIGNERS Sum							4,235.40-
00001 IRBY, STUART C CO	S006616805.0	00122598	11004744	ELEC SUPP TRAFF/CONST SHOP	04/13/12	222624	110.49-
00001 IRBY, STUART C CO	S006624427.0	00122721	11004745	ELEC SUPP TRAFF/CONSTR SHOP	04/13/12	222624	176.09-
00001 IRBY, STUART C CO	S006599798.0	00122426	11004750	LIGHT BULES PARKING GARAGES	04/13/12	222624	360.00-
IRBY, STUART C CO Sum							646.58-
00001 JACKSON, ROOSEVELT III	815541	00122885	11004799	PAINT GEN WALL TRAIN DEPOT	04/13/12	222626	4,500.00-
JACKSON, ROOSEVELT III Sum							4,500.00-
00001 JORDAN, DARRYL	TRAVEL REIMB	00123031	11004736	EXPNS FIRE INSPECTION CLASSES	04/13/12	222632	73.57-
JORDAN, DARRYL Sum							73.57-
00001 K & K TRUCK-TRAILER PART	53501	00122728	11004740	REPR PTS U#5800 STREET	04/13/12	222634	120.35-
K & K TRUCK-TRAILER PART Sum							120.35-
00001 KENTWOOD SPRINGWATER	47671	00123229	11004853	DRINKING WATER POLICE DEPT	04/13/12	222636	264.75-
KENTWOOD SPRINGWATER Sum							264.75-
00001 LAMAR AUTO SALVAGE INC	440645	00122934	11004661	FRONT SEATS U#13047 STREET	04/13/12	222640	100.00-
00001 LAMAR AUTO SALVAGE INC	440646	00122934	11004662	FRONT SEAT U#1498 STREET	04/13/12	222640	200.00-
00001 LAMAR AUTO SALVAGE INC	440651	00122429	11004671	REAR BRAKE ROD U#149 HEALTH	04/13/12	222640	120.00-
00001 LAMAR AUTO SALVAGE INC	440258	00122767	11004672	WHEEL U#7869 HEALTH	04/13/12	222640	95.00-
LAMAR AUTO SALVAGE INC Sum							515.00-
00001 LANCASTER'S MACHINE & WE	20731	00123106	11004831	REPRS U#16007 STREET	04/13/12	222642	738.00-
LANCASTER'S MACHINE & WE Sum							738.00-
00001 LAW ENFORCEMENT SEMINARS	REG-TRAXLER	00122918	11004546	REG-TRAXLER-CONF-OXFORD,MS	04/13/12	222643	300.00-
00001 LAW ENFORCEMENT SEMINARS	REG-WEAVER 5	00122918	11004547	REG-WEAVER-CONF-OXFORD,MS	04/13/12	222643	300.00-
LAW ENFORCEMENT SEMINARS Sum							600.00-
00001 LAWRENCE PRINTING CO INC	47009	00122727	11004758	BANCORPSOUTH MANUAL CHECKS	04/13/12	222644	250.27-
00001 LAWRENCE PRINTING CO INC	47010	00122727	11004759	TRUSTMARK MANUAL CHECKS	04/13/12	222644	250.27-
LAWRENCE PRINTING CO INC Sum							500.54-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 LEXISNEXIS MATTHEW BENDE	30233356	00123047	11004726	MS CODE COURT RULES SUPLMNT	04/13/12	222645	19.49-
LEXISNEXIS MATTHEW BENDE Sum							19.49-
00001 LEXISNEXIS RISK DATA MAN	1127340-2012	00123204	11004854	ONLINE SEARCHES 3/12 POLICE	04/13/12	222646	50.00-
LEXISNEXIS RISK DATA MAN Sum							50.00-
00001 LOWE'S OF HATTIESBURG IN	924056	00122465	11004514	BLDG MATLS POLICE DEPT	04/13/12	222648	74.44-
00001 LOWE'S OF HATTIESBURG IN	967547	00122296	11004584	SANDING PADS CONSTR DEPT	04/13/12	222648	165.12-
LOWE'S OF HATTIESBURG IN Sum							239.56-
00001 M & M PUBLISHING INC	1488A	00118969	11004806	HERE'S HATTIESBURG AD	04/13/12	222649	995.00-
M & M PUBLISHING INC Sum							995.00-
00001 MAULDIN COMPANY	104341	00122878	11004626	REPR PTS U#15776 STREET	04/13/12	222651	392.51-
MAULDIN COMPANY Sum							392.51-
00001 MAX MULTIMEDIA & CABLING	PO#120068 3/	00120068	11004641	COMPUTER SUPP INFO TECH	04/13/12	222652	849.96-
MAX MULTIMEDIA & CABLING Sum							849.96-
00001 MCCAIN UNIFORMS	226252-1	00122522	11004766	RAINCOATS-LATERALS, RECRUITS	04/13/12	222653	595.00-
00001 MCCAIN UNIFORMS	6528-1	00121592	11004857	UNIFORM PANTS FIRE DEPT	04/13/12	222653	105.00-
MCCAIN UNIFORMS Sum							700.00-
00001 MCELHANEY PLUMBING INC	191247	00121238	11004601	HARDWARE SUPP 2/112 POLICE	04/13/12	222654	102.65-
00001 MCELHANEY PLUMBING INC	193548	00122999	11004659	PLUMB SUPP PUB WORKS OFFICE	04/13/12	222654	184.14-
MCELHANEY PLUMBING INC Sum							286.79-
00001 MCKINLEY, ALLEN	TRAVEL REIMB	00122895	11004572	EXPNS-MOSQUITO CONTROL WRKSHP	04/13/12	222655	40.73-
MCKINLEY, ALLEN Sum							40.73-
00001 MCSWAIN, JOE	TRAVEL REIMB	00122897	11004573	EXPNS-MOSQUITO CONTROL WRKSHP	04/13/12	222659	23.84-
MCSWAIN, JOE Sum							23.84-
00001 METRO CRIMESTOPPERS INC	04/02/12	02012366	11004493	CITY COURT COSTS 03/12	04/02/12	15598	2,262.73-
METRO CRIMESTOPPERS INC Sum							2,262.73-

PERIOD ENDING APRIL 13, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 MICKELL, WILLIE	TRAVEL REIMB	00122896	11004574	EXPNS-MOSQUITO CONTROL WRKSHP	04/13/12	222661	40.73-
MICKELL, WILLIE							
Sum							40.73-
00001 MID SOUTH UNIFORM & SUPP	478069	00122085	11004513	NAME TAG-HARRIS-POLICE DEPT	04/13/12	222662	20.67-
00001 MID SOUTH UNIFORM & SUPP	478289	00121512	11004730	UNIFORM CAPS/COVERS RECRUITS	04/13/12	222662	396.00-
00001 MID SOUTH UNIFORM & SUPP	478520	00121817	11004768	CLIPBOARDS-RECRUIT CLASS	04/13/12	222662	360.84-
MID SOUTH UNIFORM & SUPP							
Sum							777.51-
00001 MIKE'S TIRE & WHEEL CO	2158934	00121437	11004663	TUBES U#7871 STREET	04/13/12	222663	64.12
00001 MIKE'S TIRE & WHEEL CO	2158933	00121825	11004664	TIRES U#14956 STREET	04/13/12	222663	45.00-
MIKE'S TIRE & WHEEL CO							
Sum							109.12-
00001 MOLLY MAID	SERVICES 4/1	00123021	11004674	SERVS 4/12 CEM/FORESTRY	04/13/12	222666	245.00-
MOLLY MAID							
Sum							245.00-
00001 MOORE'S LOCK AND KEY LLC	11574	00123052	11004724	NEW DOORKNOB COUNCIL CHAMBERS	04/13/12	222667	39.50-
00001 MOORE'S LOCK AND KEY LLC	11520	00123183	11004809	RE-KEY COUNCIL ROOM DOORS	04/13/12	222667	97.50-
MOORE'S LOCK AND KEY LLC							
Sum							137.00-
00001 MS ASSN OF POLYGRAPH EXA	REG-RAYNER 6	00123107	11004778	REG-RAYNER-SMNAR-RIDGELAND,MS	04/13/12	222668	125.00-
00001 MS ASSN OF POLYGRAPH EXA	REG-SHAPPLEY	00123107	11004779	REG-SHAPPLEY-SMNAR-RIDGELAND	04/13/12	222668	125.00-
MS ASSN OF POLYGRAPH EXA							
Sum							250.00-
00001 MS BUILDING OFFICIALS AS	DUES-RODGERS	00123201	11004861	MERSHP DUES-RODGERS 4/12-4/13	04/13/12	222669	40.00-
MS BUILDING OFFICIALS AS							
Sum							40.00-
00001 MS DEPT OF INFORMATION T	IN 601 COZ27	02012362	11004634	NCIC SERV 3/12 POLICE DEPT	04/13/12	222670	224.00-
MS DEPT OF INFORMATION T							
Sum							224.00-
00001 MS GRASS NURSERY	22991(A)	00121985	11004622	GRASS SOD DARBY ST PROJECT	04/13/12	222672	81.50-
00001 MS GRASS NURSERY	23048	00121985	11004623	GRASS SOD DARBY ST PROJECT	04/13/12	222672	244.50-
00001 MS GRASS NURSERY	22991(B)	00122383	11004624	GRASS SOD VARI ST LOCATIONS	04/13/12	222672	163.00-
MS GRASS NURSERY							
Sum							489.00-
00001 MS MUNICIPAL WORKERS' CO	CO 3980-3	00123007	11004608	3RD INSTLMNT 10/11-9/12	04/13/12	222673	246,100.00-
MS MUNICIPAL WORKERS' CO							
Sum							246,100.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING APRIL 13, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 NEWELL PAPER COMPANY	531417	00122921	11004764	JANIT SUPP POLICE DEPT	04/13/12	222682	1,222.55-
00001 NEWELL PAPER COMPANY	531723	00123019	11004852	COPY PAPER CITY HALL	04/13/12	222682	339.60-
NEWELL PAPER COMPANY Sum							3,058.41-
00001 NICHOLSON & COMPANY PLLC	156230	02012386	11004754	INERIM BILLING '10-'11 AUDIT	04/13/12	222683	4,596.00-
NICHOLSON & COMPANY PLLC Sum							4,596.00-
00001 NORDAN SMITH WELDING SUP	1100971	00122682	11004581	WELDING EQUIP-SHOP	04/13/12	222684	526.00-
00001 NORDAN SMITH WELDING SUP	1102550	00122291	11004595	WELDING SUPP AIRPORT MAINT	04/13/12	222684	133.00-
00001 NORDAN SMITH WELDING SUP	1106294	00123086	11004777	CYL RENT 3/12 VARI DEPTS	04/13/12	222684	406.80-
00001 NORDAN SMITH WELDING SUP	1095244	00123105	11004783	MEDICAL OXYGEN FIRE DEPT	04/13/12	222684	39.50-
NORDAN SMITH WELDING SUP Sum							1,105.30-
00001 NORFOLK SOUTHERN CORP	90008038	3/1	00123206	11004868 3/12 LEASE RR ST PK LOT	04/13/12	222685	1,382.61-
00001 NORFOLK SOUTHERN CORP	90008038	4/1	00123206	11004869 4/12 LEASE RR ST PK LOT	04/13/12	222686	1,382.61-
NORFOLK SOUTHERN CORP Sum							2,765.22-
00001 ODOM, GEORGE	TRAVEL REIMB	00122898	11004575	EXPNS-MOSQUITO CONTROL WRKSHP	04/13/12	222688	23.84-
ODOM, GEORGE Sum							23.84-
00001 OFFICE DEPOT INC	603358389001	00122759	11004510	CAR VIDEO SYS DVD'S-POLICE	04/13/12	222690	118.56-
00001 OFFICE DEPOT INC	1454011581	00122607	11004551	SOFTWARE UPGRADE FIRE DEPT	04/13/12	222690	179.99-
00001 OFFICE DEPOT INC	603197973001	00122723	11004598	OFFICE SUPP CEMETERY	04/13/12	222690	169.96-
00001 OFFICE DEPOT INC	603195442001	00122743	11004618	OFFICE SUPP LAND CODE	04/13/12	222690	61.13-
00001 OFFICE DEPOT INC	603194119001	00122741	11004756	PRINTER SUPP COURT/POLICE	04/13/12	222690	444.15-
00001 OFFICE DEPOT INC	603403495001	00122801	11004761	PRINTER INK MPO DEPT	04/13/12	222690	113.20-
00001 OFFICE DEPOT INC	603793818001	00122910	11004762	PRINTER INK POLICE DEPT	04/13/12	222690	544.49-
00001 OFFICE DEPOT INC	603426773001	00122614	11004780	OFFICE SUPP P/F ACADEMY	04/13/12	222690	37.98-
00001 OFFICE DEPOT INC	603426774001	00122614	11004781	OFFICE SUPP P/F ACADEMY	04/13/12	222690	92.70-
00001 OFFICE DEPOT INC	603426774002	00122614	11004782	OFFICE SUPP P/F ACADEMY	04/13/12	222690	99.70-
00001 OFFICE DEPOT INC	14566669911	00122880	11004851	CLOCK/SIGN TRAIN DEPOT	04/13/12	222690	23.39-
OFFICE DEPOT INC Sum							46.56-
00001 OVERHEAD DOOR CO OF HBUR	60254	00122444	11004552	BAY DOOR REPR #6 FIRE STA	04/13/12	222691	1,931.81-
OVERHEAD DOOR CO OF HBUR Sum							988.00-
00001 OWENS BUSINESS MACHINES	233636	00123046	11004734	COPIER MAINT 4/12-3/13 POLICE	04/13/12	222692	988.00-
OWENS BUSINESS MACHINES Sum							1,790.00-
00001 PALMER ELECTRIC INC	10883	00120334	11004836	GENERATOR REPR FUEL FACILITY	04/13/12	222694	1,790.00-
							730.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING APRIL 13, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PALMER ELECTRIC INC Sum							730.00-
00001 PEANUTS TOWING SERVICE	59659	00122996	11004610	TOWING U#17579 POLICE	04/13/12	222696	65.00-
00001 PEANUTS TOWING SERVICE	59280	00122871	11004665	TOWING U#15931 ENGR	04/13/12	222696	123.00-
00001 PEANUTS TOWING SERVICE	59599	00123049	11004735	TOWING CRIME SCENE VEHICLE	04/13/12	222696	165.00-
00001 PEANUTS TOWING SERVICE	59196	00123203	11004856	TOWING SEIZED VEHICLE	04/13/12	222696	100.00-
PEANUTS TOWING SERVICE Sum							453.00-
00001 PEARL RIVER VALLEY EPA (	102100005 4/	00201213	11004845	MNTHLY 4/12 PUBLIC SERVICES	04/13/12	222697	628.88-
00001 PEARL RIVER VALLEY EPA (	4/12 GENERAL	00201213	11004846	MNTHLY 4/12 PUBLIC SERVICES	04/13/12	222697	4,316.09-
PEARL RIVER VALLEY EPA (							4,944.97-
Sum							495.00-
00001 PIN CENTER, THE	0312353	00120627	11004638	LAPEL PINS-ADVERTISING-M/ADM	04/13/12	222701	495.00-
PIN CENTER, THE Sum							495.00-
00001 PINE BELT OIL COMPANY IN	564164	00122876	11004599	GASOLINE CEM/FORESTRY	04/13/12	222702	2,325.06-
00001 PINE BELT OIL COMPANY IN	347950	00122968	11004637	GASOLINE, DIESEL PUBLIC WORKS	04/13/12	222702	27,785.84-
00001 PINE BELT OIL COMPANY IN	3/1-3/31/12	00123059	11004728	MINIT MART CHGS 3/12 POLICE	04/13/12	222702	4,230.05-
00001 PINE BELT OIL COMPANY IN	3/1-3/31/12	00123059	11004729	MINIT MART CHGS 3/12 FIRE	04/13/12	222702	1,458.92-
00001 PINE BELT OIL COMPANY IN	566265	00123077	11004741	MNTHLY GAS CARDS 3/12 P/WRKS	04/13/12	222702	443.88-
00001 PINE BELT OIL COMPANY IN	567568	00123038	11004765	MOTOR OIL POLICE STOCK	04/13/12	222702	471.14-
00001 PINE BELT OIL COMPANY IN	1000831	00123120	11004804	GASOLINE, DIESEL PUBLIC WORKS	04/13/12	222702	27,758.71-
PINE BELT OIL COMPANY IN Sum							64,473.60-
00001 PINE BELT REGIONAL SOLID	100006 3/12	00123238	11004878	REFUSE DISPOSAL 3/12 SANIT	04/13/12	222703	32,871.88-
PINE BELT REGIONAL SOLID Sum							32,871.88-
00001 PITTMAN, JOHN T	PETTY CASH 4	00123151	11004830	PETTY CASH PUBLIC WORKS	04/13/12	222705	313.26-
PITTMAN, JOHN T Sum							3,000.00-
00001 PRUITT GROUP, THE	LOBBY RETAIN	00122958	11004507	LOBBYING RETAINER FEES 4/12	04/13/12	222710	3,000.00-
PRUITT GROUP, THE Sum							3,000.00-
00001 PUBLIC EMPLOYEES RETIREM	3/28/12 LTR	02012390	11004803	DELINQUENT PERS PAYMENT	04/13/12	222711	13,363.07-
PUBLIC EMPLOYEES RETIREM Sum							13,363.07-
00001 PUCKETT MACHINERY COMPAN	P05C5526628	00122902	11004569	TRANS FLUID U#18035 STREET	04/13/12	222712	39.04-
PUCKETT MACHINERY COMPAN Sum							39.04-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							39.04-
00001 PUCKETT RENTS	334909-0001	00122929	11004630	RAINSUITS CONSTR DEPT	04/13/12	222713	162.44-
00001 PUCKETT RENTS	-002-191855-	00122578	11004842	CREDIT	04/13/12	222713	136.10
PUCKETT RENTS							
Sum							26.34-
00001 QUILL CORPORATION	2169596	00122899	11004717	BILLING ENVELOPES HUMAN RES	04/13/12	222715	69.98-
QUILL CORPORATION							
Sum							69.98-
00001 RAYNER, JACK	TRAV ADVANCE	00123113	11004772	TRAV ADV-POLYGRAPH SEMINAR	04/13/12	222717	343.00-
RAYNER, JACK							
Sum							343.00-
00001 REID, LISA J	TRAV ADVANCE	00123236	11004849	TRAV ADV-AFMM CONF-BILOXI	04/13/12	222718	341.03-
REID, LISA J							
Sum							341.03-
00001 RJ YOUNG COMPANY	268645	00122967	11004541	COPIER LEASE 2/28-3/28 DETECT	04/13/12	222720	518.00-
00001 RJ YOUNG COMPANY	268587	00122962	11004553	COPIER MAINT 2/28-3/28 FIRE	04/13/12	222720	196.00-
00001 RJ YOUNG COMPANY	E53701	00122122	11004718	PRINTER INFO TECH DEPT	04/13/12	222720	1,096.00-
00001 RJ YOUNG COMPANY	267034	00122122	11004719	PRINTER TONER INFO TECH DEPT	04/13/12	222720	1,002.50-
00001 RJ YOUNG COMPANY	268978	00122703	11004720	PRINTER TONER HPD DARE OFFICE	04/13/12	222720	1,002.50-
00001 RJ YOUNG COMPANY	E5LY01	00122703	11004721	PRINTER HPD DARE OFFICES	04/13/12	222720	1,096.00-
00001 RJ YOUNG COMPANY	269429	00123157	11004833	COPIER RENT 2/28-3/28 ENGR	04/13/12	222720	348.30-
RJ YOUNG COMPANY							
Sum							5,259.30-
00001 SACKS OUTDOOR SUPPLY	15467	00123045	11004731	CLOTH ALLOW-WAHL-POLICE	04/13/12	222726	79.98-
00001 SACKS OUTDOOR SUPPLY	15461	00123103	11004767	CLOTH ALLOW-SHAPPLEY-POLICE	04/13/12	222726	40.49-
SACKS OUTDOOR SUPPLY							
Sum							120.47-
00001 SCOTTS HYDRAULIC SERVICE	11176	00122667	11004670	REPRS U#11434 STREET	04/13/12	222728	4,953.65-
SCOTTS HYDRAULIC SERVICE							
Sum							4,953.65-
00001 SHAPPLEY, MICHAEL	TRAV ADVANCE	00123112	11004773	TRAV ADV-POLYGRAPH SEMINAR	04/13/12	222729	343.00-
SHAPPLEY, MICHAEL							
Sum							343.00-
00001 SHERWIN-WILLIAMS COMPANY	5504-5	00122298	11004563	PAINT SUPP PUBLIC WORKS OFFC	04/13/12	222730	28.84-
00001 SHERWIN-WILLIAMS COMPANY	0380-3	00122680	11004564	PAINT SUPP PUB WORKS OFFICES	04/13/12	222730	91.91-
SHERWIN-WILLIAMS COMPANY							
Sum							120.75-
00001 SIGHT & SOUND HOME AUTOM	64566	00123048	11004733	RETRIEVE VIDEO-DETECTIVES	04/13/12	222733	225.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SIGHT & SOUND HOME AUTOM Sum							225.00-
00001 SIGNS FIRST	H-36598		00122881	11004643 VARI SIGNS TRAIN DEPOT	04/13/12	222734	163.56-
SIGNS FIRST Sum							163.56-
00001 SOLAR SUPPLY INC	3428980		00122908	11004617 A/C REPR PTS #6,#8 FIRE STA	04/13/12	222736	343.08-
00001 SOLAR SUPPLY INC	0244395		00122979	11004865 ELEC SUPP U#16240 CONSTR	04/13/12	222736	205.21-
SOLAR SUPPLY INC Sum							548.29-
00001 SOUTHERN PINE ELECTRIC P			00201213	11004870 MNTHLY 4/12 PUBLIC SERVICES	04/13/12	222738	1,259.88-
SOUTHERN PINE ELECTRIC P Sum							1,259.88-
00001 SOUTHERN PIPE & SUPPLY C	5565454-00		00122524	11004602 WTR HEATER REPR PTS #8 FIRE	04/13/12	222739	79.95-
SOUTHERN PIPE & SUPPLY C Sum							79.95-
00001 SOUTHERN TIRE MART LLC	11060621		00122765	11004586 RECAP TIRES SANIT STOCK	04/13/12	222740	2,120.00-
00001 SOUTHERN TIRE MART LLC	11060231		00122765	11004587 STEERING TIRE-SANIT	04/13/12	222740	325.02-
SOUTHERN TIRE MART LLC Sum							2,445.02-
00001 SOUTHERN TRACTOR (H'BURG	453699		00122755	11004839 CHECK TRANSMISSION AIRPT UNIT	04/13/12	222741	140.00-
SOUTHERN TRACTOR (H'BURG Sum							140.00-
00001 SOUTHERN WATERWORKS SUPP	41709		00122868	11004621 SPLIT BAND COUPLERS-STREET	04/13/12	222742	1,223.88-
00001 SOUTHERN WATERWORKS SUPP	41685		00122813	11004667 PLASTIC PIPE MAIN/W 5TH ST	04/13/12	222742	3,021.00-
SOUTHERN WATERWORKS SUPP Sum							4,244.88-
00001 SPECIALTY SERVICES LLC	#1		00122700	11004760 GUTTER REPR TRAIN DEPOT	04/13/12	222743	1,600.00-
SPECIALTY SERVICES LLC Sum							1,600.00-
00001 SPEEDY PRINTING & SIGNS	16562		00122931	11004496 HUB FEST BOOTH BANNER	04/13/12	222744	85.00-
SPEEDY PRINTING & SIGNS Sum							85.00-
00001 SPF WINDOW TINTING	PO#122775 3/		00122775	11004793 TINT COMM DOORS PUB WORKS	04/13/12	222745	240.00-
SPF WINDOW TINTING Sum							240.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING APRIL 13, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 STANDARD OFFICE SUPPLY C	0023036-001	00122864	11004498	COPY PAPER/OFFICE SUPP-PURCH	04/13/12	222746	223.52-
00001 STANDARD OFFICE SUPPLY C	0022924-001	00122734	11004554	LOCK CASH BOX LAND CODE	04/13/12	222746	15.49-
00001 STANDARD OFFICE SUPPLY C	0023039-001	00122734	11004555	OFFICE SUPP LAND CODE	04/13/12	222746	19.50-
00001 STANDARD OFFICE SUPPLY C	0023189-001	00122983	11004714	OFFICE SUPP MUN COURT	04/13/12	222746	151.05-
00001 STANDARD OFFICE SUPPLY C	0023237-001	00122983	11004715	NAME HOLDER, INSERTS-MUN COURT	04/13/12	222746	232.55-
00001 STANDARD OFFICE SUPPLY C	0023369-001	00123121	11004807	STORAGE BOXES CITY CLERK	04/13/12	222746	72.99-
00001 STANDARD OFFICE SUPPLY C	0023245-001	00123061	11004808	OFFICE SUPP HUMAN RES	04/13/12	222746	421.52-
STANDARD OFFICE SUPPLY C Sum							1,136.62-
00001 STANLEY, SUSAN (REFUND)	PARKING SPAC	02012379	11004633	PARKING SPACE RENTAL RFD	04/13/12	222747	90.00-
STANLEY, SUSAN (REFUND) Sum							90.00-
00001 STATE FIRE ACADEMY	19478 FIELDE	00122975	11004614	REG-FIELDER-ROPE RESCUE CLASS	04/13/12	222748	60.00-
STATE FIRE ACADEMY Sum							60.00-
00001 SWEET PEPPERS DELI	PO#122760 3/	00122760	11004502	COOKIES-NBRHD COUNCILS MEET	04/13/12	222751	58.98-
SWEET PEPPERS DELI Sum							58.98-
00001 THE HOPE CENTER	12-345	00123011	11004644	PRESENTATION-DIRECTOR'S RETRT	04/13/12	222753	2,500.00-
THE HOPE CENTER Sum							2,500.00-
00001 THYSSENKRUPP ELEVATOR CO	204520	00123022	11004675	MAINT 4/12 PINE ST GARAGE	04/13/12	222754	410.45-
THYSSENKRUPP ELEVATOR CO Sum							410.45-
00001 TRACTOR SUPPLY	200083633	00122635	11004801	CHAIN BINDERS-TRAILER-CMTERY	04/13/12	222755	69.98-
TRACTOR SUPPLY Sum							69.98-
00001 TRAXLER JON D	TRAV ADVANCE	00122915	11004544	TRAV ADV-INTERNAL AFFAIRS CNF	04/13/12	222756	302.28-
TRAXLER JON D Sum							302.28-
00001 TRUCKS PLUS AUTO ACCESSO	23044	00122527	11004620	VEHICLE SHANKS TRAFFIC DEPT	04/13/12	222757	107.00-
TRUCKS PLUS AUTO ACCESSO Sum							107.00-
00001 TRUSTMARK NATIONAL BANK/	18143/284011	02012373	11004607	GARBAGE CAN LEASE DUE 4/30	04/03/12	15604	23,186.40-
TRUSTMARK NATIONAL BANK/ Sum							23,186.40-
00001 U S GREEN BUILDING COUNC	90621391	00123126	11004832	LEED ND STUDY/REF GUIDE-ENGR	04/13/12	222758	277.50-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
U S GREEN BUILDING COUNC							
Sum							277.50-
00001 UNDERWOOD'S SMALL ENGINE	40891	00122783	11004749	AGRI EQUIP PTS CEM/FORESTRY	04/13/12	222760	641.00-
00001 UNDERWOOD'S SMALL ENGINE	40990	00123186	11004859	MOWER BELT FIRE DEPT	04/13/12	222760	22.95-
UNDERWOOD'S SMALL ENGINE							
Sum							663.95-
00001 UNIVERSITY OF MISSISSIPPI REG-DAVIS 4/	00122919	11004548	REG-DAVIS-EMER SERVS ADM CONF		04/13/12	222762	100.00-
UNIVERSITY OF MISSISSIPPI							
Sum							100.00-
00001 V F W OF THE US		PARKING SPAC	00122957	11004600 PARKING SPACES 4/12	04/13/12	222764	75.00-
V F W OF THE US							
Sum							75.00-
00001 VETERINARY ASSOCIATES OF 8575 146419	00123058	11004732	SERVS-BEAR-POLICE K-9		04/13/12	222767	155.92-
VETERINARY ASSOCIATES OF							
Sum							155.92-
00001 VULCAN SIGNS	215450	00122369	11004558	SPEED LIMIT SIGNS-TRAFF STOCK	04/13/12	222769	571.50-
00001 VULCAN SIGNS	215303	00122371	11004559	ST MARKER LETTERS-TRAFF STOCK	04/13/12	222769	242.00-
VULCAN SIGNS							
Sum							813.50-
00001 WARREN PAVING INC	10235MB	00122154	11004612	CRUSHED CONCRETE-ACDMY ROAD	04/13/12	222771	2,698.65-
00001 WARREN PAVING INC	809650	00121965	11004835	CRUSHED CONCRETE TATUM PK LOT	04/13/12	222771	60,306.95-
WARREN PAVING INC							
Sum							63,005.60-
00001 WASTE MANAGEMENT OF SOUT	0005333-2526	00122913	11004588	REFUSE DISPOSAL 3/1-15 SANIT	04/13/12	222772	6,370.10-
00001 WASTE MANAGEMENT OF SOUT	0005370-2526	00123239	11004879	REFUSE DISPOSAL 3/16-31 SANIT	04/13/12	222772	9,985.58-
WASTE MANAGEMENT OF SOUT							
Sum							16,355.68-
00001 WASTE PRO HATTIESBURG	0000167442	00123226	11004866	RECYCLING SERV 3/1-31/12	04/13/12	222773	11,945.00-
WASTE PRO HATTIESBURG							
Sum							11,945.00-
00001 WATERS INTERNATIONAL TRU	8-220900066(	00122842	11004570	REPR PTS U#7873 STREET	04/13/12	222775	117.70-
00001 WATERS INTERNATIONAL TRU	8-220900066(	00122842	11004571	REPR PTS U#17719 SANIT	04/13/12	222775	56.28-
00001 WATERS INTERNATIONAL TRU	8-220870029	00122808	11004589	REPRS U#17722 SANIT	04/13/12	222775	403.68-
00001 WATERS INTERNATIONAL TRU	8-220940060	00122985	11004748	REPR PTS U#14410 SANIT	04/13/12	222775	379.07-
WATERS INTERNATIONAL TRU							
Sum							956.73-
00001 WATERS, BONITA	TRAV ADVANCE	00122927	11004535	TRAV ADV-TAC CERTIF-PEARL,MS	04/13/12	222776	186.00-

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING APRIL 13, 2012					Page Date	19 - 04/11/12	
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATERS, BONITA Sum							186.00-
00001 WATTS BROTHERS TRACTOR C	139043	00122617	11004596	BLADE CUTTERS/BLADES-AIRPORT	04/13/12	222777	821.84-
WATTS BROTHERS TRACTOR C Sum							821.84-
00001 WEAVER, SHANNON		00122916	11004545	TRAV ADV-INTERNAL AFFAIRS CNF	04/13/12	222778	302.28-
WEAVER, SHANNON Sum							302.28-
00001 WHLT TV CBS 22	0405003641	00123085	11004716	FITKIDZ/PK/TRL ADS 2/27-3/25	04/13/12	222781	150.00-
WHLT TV CBS 22 Sum							150.00-
00001 WILLMUT GAS & OIL COMPAN	4/12 GENERAL	00201213	11004843	MNTHLY GAS-GENERAL	04/13/12	222783	1,160.42-
WILLMUT GAS & OIL COMPAN Sum							1,160.42-
00001 WINGFOOT COMMERCIAL TIRE	238-1023907	00123071	11004816	TIRES POLICE STOCK	04/13/12	222785	970.00-
00001 WINGFOOT COMMERCIAL TIRE	238-1023909	00123071	11004817	TIRES POLICE STOCK	04/13/12	222785	3,557.32-
WINGFOOT COMMERCIAL TIRE Sum							4,527.32-
00001 WORKWELL SERVICES	ACCT#4604 18	00122969	11004505	EMP DRUG SCREENS 1/12	04/13/12	222787	590.00-
00001 WORKWELL SERVICES	ACCT#4604 27	00122969	11004506	EMP DRUG SCREENS 2/12	04/13/12	222787	1,206.00-
WORKWELL SERVICES Sum							1,796.00-
Sum							1,654,351.24-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND 00002 ADVANCED CARPET CARE & R 7970		00122762	11001165	CLEAN CARPET-TATUM PRESSBOX	04/13/12	222508	95.00-
ADVANCED CARPET CARE & R Sum							95.00-
00002 AGRI-AFC LLC	1026494	00122911	11001171	HERBICIDE GRNDS MAINT	04/13/12	222511	1,412.50-
AGRI-AFC LLC Sum							1,412.50-
00002 ALLBRITTON CHAIN SAW & L 18870		00122891	11001163	WEDEATER REPR PTS	04/13/12	222513	129.35-
00002 ALLBRITTON CHAIN SAW & L 19011		00123027	11001196	WEDEATER REPR PTS	04/13/12	222513	163.45-
ALLBRITTON CHAIN SAW & L Sum							292.80-
00002 ANOINTED HANDS CLEANING 087		00123035	11001186	SERVS 3/12 GRNDS MAINT OFFICE	04/13/12	222516	250.00-
ANOINTED HANDS CLEANING Sum							250.00-
00002 ASHLEY'S SPORTING GOODS 7235		00122866	11001246	SCOREBOOKS ADULT SOFTBALL	04/13/12	222521	180.00-
ASHLEY'S SPORTING GOODS Sum							180.00-
00002 BETTS, LEVON L	OFFICIAL 3/2	02012391	11001205	OFFICIAL-ADULT BASKETBALL	04/13/12	222530	68.00-
BETTS, LEVON L Sum							68.00-
00002 BETTS, SHERMAN	OFFICIAL 3/2	02012391	11001206	OFFICIAL-A/Y BASKETBALL	04/13/12	222531	425.00-
BETTS, SHERMAN Sum							425.00-
00002 BRACKMAN MOWER WAREHOUSE	IN0109694	00122889	11001160	AGRI EQUIP SUPP GRNDS MAINT	04/13/12	222535	367.70-
00002 BRACKMAN MOWER WAREHOUSE	IN0109579	00122791	11001162	WEDEATER REPR PTS	04/13/12	222535	132.65-
00002 BRACKMAN MOWER WAREHOUSE	IN0109724	00122942	11001197	BLOWER REPR PTS	04/13/12	222535	25.61-
00002 BRACKMAN MOWER WAREHOUSE	IN0109928	00123069	11001198	REPRS U#13890 GRNDS MAINT	04/13/12	222535	83.90-
00002 BRACKMAN MOWER WAREHOUSE	IN0109926	00123079	11001199	REPRS U#16979 GRNDS MAINT	04/13/12	222535	148.50-
00002 BRACKMAN MOWER WAREHOUSE	IN0109927	00123081	11001200	REPRS U#17561 GRNDS MAINT	04/13/12	222535	112.99-
BRACKMAN MOWER WAREHOUSE Sum							871.35-
00002 BRELAND, CAMEICA	SPORTS SERVS	02012392	11001223	SPORTS SUPPORT SERVICES	04/13/12	222536	35.00-
BRELAND, CAMEICA Sum							35.00-
00002 BRUMFIELD, TREVA	SPORTS SERVS	02012392	11001224	SPORTS SUPPORT SERVICES	04/13/12	222537	48.00-
BRUMFIELD, TREVA Sum							48.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING APRIL 13, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 C & S ENTERPRISES	442012	00122653	11001202	LABOR TO ROLL TATUM BB FIELDS	04/13/12	222539	160.00-
C & S ENTERPRISES Sum							160.00-
00002 CICIS PIZZA	PO#122794	4/	00122794	11001192 FOOD-KHB HUBFEST VOLUNTEERS	04/13/12	222546	53.96-
CICIS PIZZA Sum							53.96-
00002 CITY OF HATTIESBURG FUND	04/03/12		11001167	TRF 1ST 05/12 PAYROLL	04/03/12	35618	40,500.92-
CITY OF HATTIESBURG FUND Sum							40,500.92-
00002 CLARK, MALCOLM	OFFICIAL 3/2	02012391	11001207	OFFICIAL-ADULT BASKETBALL	04/13/12	222549	319.00-
CLARK, MALCOLM Sum							319.00-
00002 CLEMTS HARDWARE	102165	00123074	11001189	RAINCOAT-GRNDS MAINT CREW	04/13/12	222551	20.55-
00002 CLEMTS HARDWARE	102141	00123028	11001190	GRINDER BLADES-GRNDS MAINT	04/13/12	222551	20.10-
CLEMTS HARDWARE Sum							40.65-
00002 COLQUITT, EMMA	SPORTS SERVS	02012392	11001225	SPORTS SUPPORT SERVICES	04/13/12	222554	88.00-
COLQUITT, EMMA Sum							88.00-
00002 CUSTOM BUILT TRAILERS OF	19222	00123082	11001201	TRAILER REPR GRNDS MAINT	04/13/12	222561	149.90-
CUSTOM BUILT TRAILERS OF Sum							149.90-
00002 DENLEY'S HORTICULTURE SE	1493	00123032	11001182	HERBICIDE TATUM PARK	04/13/12	222565	1,950.00-
DENLEY'S HORTICULTURE SE Sum							1,950.00-
00002 DUNMORE, JOHNATHAN	SPORTS SERVS	02012392	11001226	SPORTS SUPPORT SERVICES	04/13/12	222568	245.00-
DUNMORE, JOHNATHAN Sum							245.00-
00002 ECONOMY SUPPLY CO	168877	00122893	11001193	ROOF MATLS MCNAIR POOL HOUSE	04/13/12	222570	231.30-
ECONOMY SUPPLY CO Sum							231.30-
00002 ELKINS WHOLESALE INC	136780-00	00122887	11001159	JANIT SUPP GRNDS MAINT	04/13/12	222572	487.42-
00002 ELKINS WHOLESALE INC	137429-00	00123029	11001188	BLEACH-GRNDS MAINT	04/13/12	222572	22.04-
ELKINS WHOLESALE INC Sum							509.46-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING APRIL 13, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 FAIRLEY, LAKENDRA FAIRLEY, LAKENDRA Sum	SPORTS SERVS	02012392	11001227	SPORTS SUPPORT SERVICES	04/13/12	222577	256.00--
00002 FAIRLEY, WILLIAM FAIRLEY, WILLIAM Sum	SPORTS SERVS	02012392	11001228	SPORTS SUPPORT SERVICES	04/13/12	222578	256.00-- 350.00-- 26.27--
00002 FEDERAL EXPRESS FEDERAL EXPRESS Sum	7-829-55273	00123030	11001185	SERVS 3/15/12 GRNDS OFFICE	04/13/12	222580	26.27--
00002 FERGUSON ENTERPRISES INC FERGUSON ENTERPRISES INC Sum	1131657	00122792	11001168	PLUMB SUPP-VANDALISM-TMBRTN	04/13/12	222581	26.27-- 83.94-- 83.94--
00002 GALVIN, KRISTIN GALVIN, KRISTIN Sum	SPORTS SERVS	02012392	11001229	SPORTS SUPPORT SERVICES	04/13/12	222594	238.00-- 34.00--
00002 GRAVES, GARY L GRAVES, GARY L Sum	OFFICIAL 3/2	02012391	11001208	OFFICIAL-ADULT BASKETBALL	04/13/12	222599	34.00-- 442.00--
00002 GRIFFIN, GABRIEL GRIFFIN, GABRIEL Sum	OFFICIAL 3/2	02012391	11001209	OFFICIAL-ADULT BASKETBALL	04/13/12	222600	442.00-- 27.11--
00002 H'BURG HYDRAULICS INC H'BURG HYDRAULICS INC Sum	45995	00121053	11001181	REPR PTS U#9905 GRNDS MAINT	04/13/12	222603	27.11-- 60,483.00--
00002 HATTIESBURG CONVENTION C HATTIESBURG CONVENTION C Sum	C KPZ CONTRACT	00123016	11001180	KPZ CONTRACT PYMT 3/12	04/13/12	222609	60,483.00-- 35.00--
00002 HAYES, CADECIA HAYES, CADECIA Sum	SPORTS SERVS	02012392	11001230	SPORTS SUPPORT SERVICES	04/13/12	222610	35.00-- 245.00--
00002 HOSKINS, JAZAMINE HOSKINS, JAZAMINE Sum	SPORTS SERVS	02012392	11001231	SPORTS SUPPORT SERVICES	04/13/12	222615	245.00-- 725.00--
00002 J M H GRAPHICS J M H GRAPHICS Sum	S 19819	00122764	11001184	KHB EARTH DAY SHIRTS	04/13/12	222625	725.00--

- 23
- 04/11/12

Check
Amount

00002 MCNAIR, EVELENE
MCNAIR, EVELENE

OFFICIAL 3/2 02012391 11001212 OFFICIAL-ADULT BASKETBALL

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING APRIL 13, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							374.00-
00002 MCPHAIL, HOWARD F	OFFICIAL 3/2	02012391	11001213	OFFICIAL-ADULT BASKETBALL	04/13/12	222658	51.00-
00002 MCPHAIL, HOWARD F	SPORTS SERVS	02012392	11001235	SPORTS SUPPORT SERVICES	04/13/12	222658	360.00-
MCPHAIL, HOWARD F							
Sum							411.00-
00002 MIKE'S TIRE & WHEEL CO	2159456	00122928	11001174	TIRES U#13130 GRNDS MAINT	04/13/12	222663	323.70-
00002 MIKE'S TIRE & WHEEL CO	2159517	00122998	11001175	TIRE U#7383 GRNDS MAINT	04/13/12	222663	179.26-
00002 MIKE'S TIRE & WHEEL CO	2159392	00122886	11001195	TIRE U#7383 GRNDS MAINT	04/13/12	222663	179.26-
MIKE'S TIRE & WHEEL CO							
Sum							682.22-
00002 MILLER, LLOYD M	OFFICIAL 3/2	02012391	11001214	OFFICIAL-ADULT BASKETBALL	04/13/12	222664	85.00-
MILLER, LLOYD M							
Sum							85.00-
00002 MS POWER COMPANY	4/12 PKS/REC	00201213	11001222	MNTHLY ELEC-PARKS & REC	04/13/12	222674	1,593.81-
MS POWER COMPANY							
Sum							1,593.81-
00002 N & H ELECTRONIC DISTRIB	097946	00122717	11001172	ZIP TIES GRNDS MAINT	04/13/12	222675	14.48-
N & H ELECTRONIC DISTRIB							
Sum							14.48-
00002 NAPA AUTO PARTS	463188	00122435	11001158	REPR PTS U#6111 GRNDS MAINT	04/13/12	222679	14.38-
NAPA AUTO PARTS							
Sum							14.38-
00002 NEWELL PAPER COMPANY	531264	00122722	11001170	JANIT SUPP GRNDS MAINT	04/13/12	222682	576.16-
NEWELL PAPER COMPANY							
Sum							576.16-
00002 OFFICE DEPOT INC	603358724001	00122777	11001161	OFFICE SUPP	04/13/12	222690	38.70-
00002 OFFICE DEPOT INC	1456350337	00122838	11001191	DIGITAL CAMERA-BALLFIELDS	04/13/12	222690	297.96-
OFFICE DEPOT INC							
Sum							336.66-
00002 OVERHEAD DOOR CO OF HBUR	60259	00122888	11001164	REPR SHOP SERVICE DOOR-GRNDS	04/13/12	222691	260.00-
OVERHEAD DOOR CO OF HBUR							
Sum							260.00-
00002 PATTERSON, ISIAH	OFFICIAL 3/2	02012391	11001215	OFFICIAL-ADULT BASKETBALL	04/13/12	222695	442.00-
PATTERSON, ISIAH							
Sum							442.00-
00002 PEANUTS TOWING SERVICE	59255	00122486	11001178	TOWING U#12031 GRNDS MAINT	04/13/12	222696	75.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING APRIL 13, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 PEANUTS TOWING SERVICE	59715	00123100	11001203	TOWING U#9603 GRNDS MAINT	04/13/12	222696	75.00-
PEANUTS TOWING SERVICE Sum							150.00-
00002 PETERSON, DEION		SPORTS SERVS 02012392	11001236	SPORTS SUPPORT SERVICES	04/13/12	222698	70.00-
PETERSON, DEION Sum							70.00-
00002 PETERSON, MICHAEL		SPORTS SERVS 02012392	11001237	SPORTS SUPPORT SERVICES	04/13/12	222699	175.00-
PETERSON, MICHAEL Sum							175.00-
00002 PINE BELT TROPHY	PO#122850	00122850	11001166	TROPHIES-YOUTH/ADULT LEAGUES	04/13/12	222704	568.80-
00002 PINE BELT TROPHY	PO#122860 3/	00122860	11001169	TROPHIES LIL TIGERS 2012	04/13/12	222704	368.60-
PINE BELT TROPHY Sum							937.40-
00002 POLEDORE, RON		SPORTS SERVS 02012392	11001238	SPORTS SUPPORT SERVICES	04/13/12	222706	105.00-
POLEDORE, RON Sum							105.00-
00002 POWELL, RANDY		SPORTS SERVS 02012392	11001239	SPORTS SUPPORT SERVICES	04/13/12	222707	273.00-
POWELL, RANDY Sum							273.00-
00002 PUCKETT RENTS	334450-0001	00122822	11001179	ROLLER RENT TATUM SOFTBALL	04/13/12	222713	368.99-
PUCKETT RENTS Sum							368.99-
00002 RAWLS, TANISHA		SPORTS SERVS 02012392	11001240	SPORTS SUPPORT SERVICES	04/13/12	222716	343.00-
RAWLS, TANISHA Sum							343.00-
00002 RICE, AL		OFFICIAL 3/2	02012391	11001216 OFFICIAL-ADULT BASKETBALL	04/13/12	222719	476.00-
RICE, AL Sum							476.00-
00002 ROBINSON, RODERICK		SPORTS SERVS 02012392	11001241	SPORTS SUPPORT SERVICES	04/13/12	222723	175.00-
ROBINSON, RODERICK Sum							175.00-
00002 ROGERS, JARVIS		SPORTS SERVS 02012392	11001242	SPORTS SUPPORT SERVICES	04/13/12	222724	245.00-
ROGERS, JARVIS Sum							245.00-
00002 SANFORD, JOHN L JR INC	42595	00122587	11001183	BALLFLD MIX TIMBERTON/TATUM	04/13/12	222727	480.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING APRIL 13, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SANFORD, JOHN L JR INC Sum							480.00-
00002 SIGNS FIRST	H-36503	00122726	11001173	KHB-EARTH DAY SIGNS	04/13/12	222734	136.60-
SIGNS FIRST Sum							136.60-
00002 SIMPSON, ARTIS		02012392	11001243	SPORTS SUPPORT SERVICES	04/13/12	222735	189.00-
SIMPSON, ARTIS Sum							189.00-
00002 TERRELL, WINSTON		02012391	11001217	OFFICIAL-ADULT BASKETBALL	04/13/12	222752	272.00-
TERRELL, WINSTON Sum							272.00-
00002 UNITED FENCE COMPANY	00014611	00122461	11001219	FENCE REPR TATUM BASEBALL	04/13/12	222761	1,700.00-
UNITED FENCE COMPANY Sum							1,700.00-
00002 VARNADO, UNDRA		02012392	11001244	SPORTS SUPPORT SERVICES	04/13/12	222765	154.00-
VARNADO, UNDRA Sum							154.00-
00002 VINCENT, CALVIN JR		02012392	11001245	SPORTS SUPPORT SERVICES	04/13/12	222768	490.00-
VINCENT, CALVIN JR Sum							490.00-
00002 WATER FLOW PRODUCTIONS I	7182	00122858	11001220	IRRIGATION REPR TATUM SOFTBAL	04/13/12	222774	460.00-
WATER FLOW PRODUCTIONS I Sum							460.00-
00002 WILLMUT GAS & OIL COMPAN	4/12 PKS/REC 00201213	11001221	11001221	MNTHLY GAS-PARKS & REC	04/13/12	222783	13.42-
WILLMUT GAS & OIL COMPAN Sum							13.42-
Sum							134,401.13-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING APRIL 13, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
HATT.MUNICIPAL FIRE PROTECTION 00005 EMERGENCY EQUIPMENT PROF	402901	00120403	110000036	FIREFIGHTING APPAREL	04/13/12	222574	48,490.00-
EMERGENCY EQUIPMENT PROF Sum							48,490.00-
00005 TRUSTMARK NATIONAL BANK/ TRUSTMARK NATIONAL BANK/ Sum	#00028401107	02012383	110000035	FIRE TRUCK LEASE NOTE #33523	04/05/12	21582	14,340.60-
Sum							62,830.60-

PERIOD ENDING APRIL 13, 2012							
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT. 00009 ARNOLD LINE WATER ASSN I SEWER BILLIN		00123205	11000948	SEWER BILLING REPORT 1-3/12	04/13/12	222517	405.00-
ARNOLD LINE WATER ASSN I Sum							405.00-
00009 AUTO ARMATURE SERVICE IN 2795		00122744	11000931	BATTERIES U#14712 TRANS	04/13/12	222524	235.90-
00009 AUTO ARMATURE SERVICE IN 2788		00122970	11000932	BATTERY U#14702 LAGOON	04/13/12	222524	235.90-
AUTO ARMATURE SERVICE IN Sum							471.80-
00009 BONNER ANALYTICAL TESTIN 49180		00122941	11000918	BOIL WTR SAMPLES SHELTON/HOOD	04/13/12	222533	200.00-
BONNER ANALYTICAL TESTIN Sum							200.00-
00009 BURKETT RADIATOR SHOP 60754		00121549	11000927	REPRS U#14691 SEWER	04/13/12	222538	65.00-
BURKETT RADIATOR SHOP Sum							65.00-
00009 CHAIN ELECTRIC COMPANY 19149		00120771	11000949	INSTALL SWITCHES N LAGOON	04/13/12	222545	8,216.00-
00009 CHAIN ELECTRIC COMPANY 19151		00121233	11000950	GEN REPRS JMT IND DR,PLT #1	04/13/12	222545	16,425.76-
CHAIN ELECTRIC COMPANY Sum							24,641.76-
00009 CITY OF HATTIESBURG FUND 04/03/12		02012378	11000926	TRF 1ST 04/12 PAYROLL	04/03/12	21581	64,264.76-
CITY OF HATTIESBURG FUND Sum							64,264.76-
00009 COVINGTON SALES & SERVIC 57667		00122655	11000923	REPRS U#15916 SEWER	04/13/12	222558	1,806.82-
COVINGTON SALES & SERVIC Sum							1,806.82-
00009 CUMMINS MID SOUTH LLC 010-6911		00122585	11000919	GENERATOR REPR PLT #2	04/13/12	222560	1,987.21-
CUMMINS MID SOUTH LLC Sum							1,987.21-
00009 D P C ENTERPRISES LP 21200577-12		00122732	11000928	CHEMICALS-LAGOON	04/13/12	222562	2,619.00-
D P C ENTERPRISES LP Sum							2,619.00-
00009 DEWS, C L & SONS FOUNDRY 120615		00122840	11000940	SEWER LIDS/RINGS	04/13/12	222567	2,016.00-
DEWS, C L & SONS FOUNDRY Sum							2,016.00-
00009 ECONOMY SUPPLY CO 168875		00123020	11000941	GATE KIT CLASSIC DR LIFT STA	04/13/12	222570	37.24-
ECONOMY SUPPLY CO Sum							37.24-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009 HANSON PIPE & PRECAST IN	10749762	00122201	11000920	MANHOLE SEALANT-SEWER	04/13/12	222607	126.00-
Sum							126.00-
00009 INDOFF INC	2057780	00122695	11000915	MONEY RECEIPT BOOK-PLANT	04/13/12	222619	109.90-
00009 INDOFF INC	2057776	00122718	11000916	OFFICE SUPP PLANT	04/13/12	222619	115.94-
00009 INDOFF INC	2057784	00122642	11000937	OFFICE SUPP-PLANT	04/13/12	222619	23.96-
00009 INDOFF INC	2062318	00122642	11000938	JANIT/OFFICE SUPP-PLANT	04/13/12	222619	434.59-
Sum							684.39-
00009 IRBY, STUART C CO	S006586734.0	00122309	11000925	ELEC SUPP 63RD LIFT STA	04/13/12	222624	948.34-
Sum							948.34-
00009 MARVIN'S INC	15198351-410	00123063	11000939	BAGS CEMENT SEWER DEPT	04/13/12	222650	641.20-
Sum							641.20-
00009 MAULDIN COMPANY	103977	00122054	11000921	REPRS U#15775 SEWER BACKHOE	04/13/12	222651	942.58-
Sum							942.58-
00009 MIKE'S TIRE & WHEEL CO	2159378	00122844	11000914	TIRES U#14712 TRANS	04/13/12	222663	369.08-
Sum							369.08-
00009 MS POWER COMPANY	4/13 W&SO&M	00201213	11000946	MNTHLY ELEC-W&SO&M	04/13/12	222674	28,120.22-
Sum							28,120.22-
00009 NAPA AUTO PARTS	463190	00122435	11000908	REPR PTS U#14142 SEWER	04/13/12	222679	17.47-
00009 NAPA AUTO PARTS	464232	00122730	11000909	REPR PTS U#14702 TRANS	04/13/12	222679	39.57-
00009 NAPA AUTO PARTS	464233	00122730	11000910	REPR PTS U#14702 TRANS	04/13/12	222679	7.21-
00009 NAPA AUTO PARTS	464237	00122730	11000911	REPR PTS U#11912 TRANS	04/13/12	222679	113.59-
00009 NAPA AUTO PARTS	464242	00122487	11000912	REPR PTS U#14712 TRANS	04/13/12	222679	43.81-
00009 NAPA AUTO PARTS	464230	00122771	11000922	REPR PTS U#6864 SEWER	04/13/12	222679	84.38-
Sum							306.03-
00009 NICHOLSON & COMPANY PLLC	156229	02012385	11000935	INTERIM BILLING '10-'11 AUDIT	04/13/12	222683	733.50-
Sum							733.50-
00009 NORDAN SMITH WELDING SUP	1106294	W&SO 00123086	11000936	CYL RENT 3/12 SEWER	04/13/12	222684	42.00-
Sum							42.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING APRIL 13, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009 PEARL RIVER VALLEY EPA (	4/12 W&SO&M	00201213	11000947	MNTHLY 4/12 PUBLIC SERVICES	04/13/12	222697	5,753.37-
PEARL RIVER VALLEY EPA (							
Sum							
00009 POWER PLUS INC	3351	00122782	11000917	LAWN MOWER BATTERY-PLANT	04/13/12	222708	38.99-
POWER PLUS INC							
Sum							38.99-
00009 PUMP AND CONTROL SERVICE 393		00122666	11000933	MAINT/REPRS S LAGOON 3/19-22	04/13/12	222714	3,200.00-
00009 PUMP AND CONTROL SERVICE 394		00123062	11000934	MAINT/REPRS S LAGOON 3/26-29	04/13/12	222714	3,200.00-
00009 PUMP AND CONTROL SERVICE 395		00122953	11000942	AERATOR U/WTR POWER CABLES	04/13/12	222714	3,220.00-
00009 PUMP AND CONTROL SERVICE 396		00123044	11000944	MAINT/REPRS S LAGOON 4/2-5	04/13/12	222714	3,200.00-
PUMP AND CONTROL SERVICE							
Sum							12,820.00-
00009 S & N AIROFLO INC	14792	00122583	11000924	PUMP MOTORS SOUTH LAGOON	04/13/12	222725	6,712.10-
S & N AIROFLO INC							
Sum							6,712.10-
00009 SOUTHERN PINE ELECTRIC P 4/12 W&SO&M		00201213	11000951	MNTHLY 4/12 PUBLIC SERVICES	04/13/12	222738	769.19-
SOUTHERN PINE ELECTRIC P							
Sum							769.19-
00009 U S POSTMASTER-POSTAGE (PERMIT #213		00122960	11000913	POSTAGE 4/12 WATER OFFICE	04/13/12	222759	3,500.00-
U S POSTMASTER-POSTAGE (							
Sum							3,500.00-
00009 WARREN PAVING INC	10281MB	00122652	11000929	CRUSHED CONCRETE-TRANS	04/13/12	222771	2,758.32-
00009 WARREN PAVING INC	10293MB	00122652	11000930	CRUSHED CONCRETE-SEWER	04/13/12	222771	2,414.61-
WARREN PAVING INC							
Sum							5,172.93-
00009 WILLMUT GAS & OIL COMPAN 4/12 W&SO&M		00201213	11000945	MNTHLY GAS-W&SO&M	04/13/12	222783	413.59-
WILLMUT GAS & OIL COMPAN							
Sum							413.59-
Sum							166,608.10-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 AFFORDABLE SOUTHERN HOME	METER DEP RF	02012361	11000612	METER DEPOSIT REFUND	04/13/12	222510	57.65-
Sum							
AFFORDABLE SOUTHERN HOME							
00011 CARMICAL, MELODIE W	METER DEP RF	02012361	11000609	METER DEPOSIT REFUND	04/13/12	222542	57.65-
Sum							
CARMICAL, MELODIE W							
00011 CITY OF HATTIESBURG FUND	04/02/12	02012363	11000604	MARCH WATER DIST IN APRIL	04/02/12	35616	20.87-
Sum							
CITY OF HATTIESBURG FUND							
00011 ESPLIN, REBECCA	METER DEP RF	02012361	11000608	METER DEPOSIT REFUND	04/13/12	222576	135,779.00-
Sum							
ESPLIN, REBECCA							
00011 HALEY, RAYMOND VINCENT	METER DEP RF	02012361	11000618	METER DEPOSIT REFUND	04/13/12	222605	40.30-
Sum							
HALEY, RAYMOND VINCENT							
00011 HAYES, JESSE	METER DEP RF	02012361	11000607	METER DEPOSIT REFUND	04/13/12	222611	22.65-
Sum							
HAYES, JESSE							
00011 MITRA, AMAL K	METER DEP RF	02012361	11000613	METER DEPOSIT REFUND	04/13/12	222665	40.65-
Sum							
MITRA, AMAL K							
00011 NUNEZ, JOHNNY JR	METER DEP RF	02012361	11000614	METER DEPOSIT REFUND	04/13/12	222687	6.30-
Sum							
NUNEZ, JOHNNY JR							
00011 ROBERTS, ADONICA	METER DEP RF	02012361	11000615	METER DEPOSIT REFUND	04/13/12	222722	22.74-
Sum							
ROBERTS, ADONICA							
00011 SOUTHEASTERN CONSTRUCTIO	METER DEP RF	02012361	11000610	METER DEPOSIT REFUND	04/13/12	222737	6.30-
Sum							
SOUTHEASTERN CONSTRUCTIO							
00011 STEVERSON, ELIZABETH L	METER DEP RF	02012361	11000611	METER DEPOSIT REFUND	04/13/12	222750	40.65-
Sum							
STEVERSON, ELIZABETH L							
00011 WESLEY BRELAND REALTOR #	METER DEP RF	02012361	11000605	METER DEPOSIT REFUND	04/13/12	222779	57.65-
Sum							
WESLEY BRELAND REALTOR #							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WESLEY BRELAND REALTOR # Sum							40.65-
00011 WHIGHAM, WESLEY O	METER DEP RF	02012361	11000619	METER DEPOSIT REFUND	04/13/12	222780	5.65-
WHIGHAM, WESLEY O Sum							5.65-
00011 WILLIAMS, KIM	METER DEP RF	02012361	11000617	METER DEPOSIT REFUND	04/13/12	222782	37.08-
WILLIAMS, KIM Sum							37.08-
00011 WINBORNE, LARRY	WATER RFD AC	02012377	11000620	WATER OVERPAYMENT RFD	04/13/12	222784	300.00-
WINBORNE, LARRY Sum							300.00-
00011 WINTERS, SUSAN 813	METER DEP RF	02012361	11000606	METER DEPOSIT REFUND	04/13/12	222786	6.30-
WINTERS, SUSAN 813 Sum							6.30-
00011 YOUNG, VICTORIA M	METER DEP RF	02012361	11000616	METER DEPOSIT REFUND	04/13/12	222789	22.95-
YOUNG, VICTORIA M Sum							22.95-
Sum							136,507.39-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING APRIL 13, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
CITY B & I 00013 MS STATE/DEVELOPMENT AUT	04/02/12	02012371	11000011	KOHLER CAP LOANS DUE	05/01/12	15593	29,498.29-
MS STATE/DEVELOPMENT AUT Sum							29,498.29-
Sum							29,498.29-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING APRIL 13, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLICE FORFEITURES FUND							
00019 METRO CRIMESTOPPERS INC	2012 FUNDING	00123147	11000058	2012 SHARED FUNDING	04/13/12	222660	10,000.00-
METRO CRIMESTOPPERS INC							
Sum							10,000.00-
Sum							10,000.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING APRIL 13, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
TAX COLLECTOR'S FUND							
00027 H'BURG PUBLIC SCHOOLS	04/02/12	02012364	11000059	MARCH MILLAGE DIST IN APRIL	04/02/12	35609	3,410,136.24-
00027 H'BURG PUBLIC SCHOOLS	04/02/12	02012364	11000060	MARCH MILLAGE DIST IN APRIL	04/02/12	35610	385,629.78-
H'BURG PUBLIC SCHOOLS Sum							3,795,766.02-
00027 LIBRARY, THE	04/02/12	02012364	11000058	MARCH MILLAGE DIST IN APRIL	04/02/12	35608	152,787.12-
LIBRARY, THE Sum							152,787.12-
Sum							3,948,553.14-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING APRIL 13, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
AIRPORT IMPROVEMENT FUND 00039 ASH MILLWORKS	31660	00122693	11000026	CABINET MATLS AIRPORT MAINT	04/13/12	222519	647.50-
ASH MILLWORKS							647.50-
Sum							647.50-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING APRIL 13, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MUNICIPAL ROAD & BRIDGE							
00072 BANCORPSOUTH EQUIPMENT F	CONTRACT #00	02012382	11000248	TRACTOR LEASE PMT DUE 4/15/12	04/05/12	71219	1,412.41-
BANCORPSOUTH EQUIPMENT F							
Sum							1,412.41-
00072 JACKSON, BOWMAN & ARRINGTON	49118	00123143	11000253	APPRAISALS 4TH ST PHASE II	04/13/12	222627	1,850.00-
00072 JACKSON, BOWMAN & ARRINGTON	49275	00123144	11000254	APPRAISALS 4TH ST PHASE II	04/13/12	222627	5,550.00-
JACKSON, BOWMAN & ARRINGTON							
Sum							7,400.00-
00072 NEEL-SCHAFER INC	01001076	00123130	11000256	SRVS 2/12 SAFE ROUTES/SCHOOL	04/13/12	222681	9,933.08-
NEEL-SCHAFER INC							
Sum							9,933.08-
00072 PRECISION CONSTRUCTION L	APPL 35	00123127	11000257	SRVS LL TRACE ZOO/DEPOT SPURS	04/13/12	222709	94,986.51-
PRECISION CONSTRUCTION L							
Sum							94,986.51-
00072 RJM MCQUEEN CONTRACTING	APPL #1	00123192	11000255	CONSTR-SAFE ROUTES/SCHOOL	04/13/12	222721	83,401.10-
RJM MCQUEEN CONTRACTING							
Sum							83,401.10-
00072 SHOWS DEARMAN & WAITS	IN 16872	00123133	11000249	SERVS 2/26-3/24 4TH ST PH II	04/13/12	222732	1,782.50-
00072 SHOWS DEARMAN & WAITS	IN 16868	00123135	11000250	SRV 2/26-3/24 ARCADIA/SUNSET	04/13/12	222732	510.00-
00072 SHOWS DEARMAN & WAITS	IN 16856	00123153	11000251	SERVS 2/26-3/24 N MAIN/5TH	04/13/12	222732	4,120.00-
00072 SHOWS DEARMAN & WAITS	IN 16852	00123155	11000252	SRV 2/26-3/24 LINC RD STRIPE	04/13/12	222732	2,410.00-
00072 SHOWS DEARMAN & WAITS	IN 16873	00123138	11000258	SRVS 2/26-3/24 ZOO/DEPOT SPUR	04/13/12	222732	11,670.63-
00072 SHOWS DEARMAN & WAITS	IN 16855	00123154	11000259	SRVS 2/26-3/24 RAIL CROSSINGS	04/13/12	222732	3,839.79-
00072 SHOWS DEARMAN & WAITS	IN 16857	00123156	11000260	SRVS 2/26-3/24 W PINE SIGNALS	04/13/12	222732	2,555.00-
SHOWS DEARMAN & WAITS							
Sum							26,887.92-
Sum							224,021.02-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING APRIL 13, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 ADVANCE AUTO PARTS	560420877607	00122827	11000308	REPR PTS U#10970	04/13/12	222507	148.76-
ADVANCE AUTO PARTS							
Sum							148.76-
00073 CITY OF HATTIESBURG FUND	04/03/12	02012378	11000302	TRF 1ST 04/12 PAYROLL	04/03/12	15602	17,215.20-
CITY OF HATTIESBURG FUND							
Sum							17,215.20-
00073 G & K SERVICES	1035250094	00122939	11000293	UNIFORMS 3/06 MECHANICS	04/13/12	222591	8.00-
00073 G & K SERVICES	1035252274	00122939	11000294	UNIFORMS 3/13 MECHANICS	04/13/12	222591	8.00-
00073 G & K SERVICES	1035254421	00122939	11000295	UNIFORMS 3/20 MECHANICS	04/13/12	222591	8.00-
00073 G & K SERVICES	1035256616	00122939	11000296	UNIFORMS 3/27 MECHANICS	04/13/12	222591	8.00-
00073 G & K SERVICES	1035250117	00122940	11000297	MATS 3/06	04/13/12	222591	5.37-
00073 G & K SERVICES	1035252297	00122940	11000298	MATS 3/13	04/13/12	222591	5.37-
00073 G & K SERVICES	1035254444	00122940	11000299	MATS 3/20	04/13/12	222591	5.37-
00073 G & K SERVICES	1035256639	00122940	11000300	MATS 3/27	04/13/12	222591	5.37-
G & K SERVICES							
Sum							53.48-
00073 JERRY'S AUTOMOTIVE REPAI	13979	00122582	11000303	PTS/REPRS U#16759	04/13/12	222628	289.65-
00073 JERRY'S AUTOMOTIVE REPAI	13955	00122454	11000305	BRAKE REPR U#16761	04/13/12	222628	652.90-
JERRY'S AUTOMOTIVE REPAI							
Sum							942.55-
00073 NATIONAL BUS SALES & LSG	243484	00122400	11000304	WINDOW GLASS U#16760	04/13/12	222680	99.00-
NATIONAL BUS SALES & LSG							
Sum							99.00-
00073 NORDAN SMITH WELDING SUP	1106294	MASS 00123086	11000306	CYL RENT 3/12 MASS TRANSIT	04/13/12	222684	24.00-
NORDAN SMITH WELDING SUP							
Sum							24.00-
00073 SOUTHERN TIRE MART LLC	11060417	00122564	11000292	TIRES U#15648	04/13/12	222740	360.00-
SOUTHERN TIRE MART LLC							
Sum							360.00-
00073 STATE INDUSTRIAL PRODUCT	95599159	00122640	11000291	LIQUID WEED KILLER	04/13/12	222749	251.10-
STATE INDUSTRIAL PRODUCT							
Sum							251.10-
00073 VERIZON WIRELESS	223317382000	00122903	11000301	GPS 2/11-3/10/12 BUSES	04/13/12	222766	194.25-
VERIZON WIRELESS							
Sum							194.25-
Sum							19,288.34-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND 00077 CITY OF HATTIESBURG FUND	04/03/12	02012378	11000266	TRF 1ST 04/12 PAYROLL	04/03/12	35618	12,996.13-
CITY OF HATTIESBURG FUND Sum							12,996.13-
00077 FOLKS, JEREMY (REFUND)	CULTURAL CNT	02012388	11000270	DAMAGE DEP REFUND	04/13/12	222582	250.00-
FOLKS, JEREMY (REFUND) Sum							250.00-
00077 HARRIS, JAMES P (REFUND)	CE ROY CNTR	02012388	11000273	DAMAGE DEP REFUND	04/13/12	222608	100.00-
HARRIS, JAMES P (REFUND) Sum							100.00-
00077 MCMORRIS, ALLISON (REFU	SHERRILL CNT	02012388	11000271	DAMAGE DEP REFUND	04/13/12	222656	100.00-
MCMORRIS, ALLISON (REFU Sum							100.00-
00077 MS FIRE & SAFETY OF HBUR	30304	00122698	11000267	CLEAN FIRE HOODS SHERRILL/ROY	04/13/12	222671	338.00-
MS FIRE & SAFETY OF HBUR Sum							338.00-
00077 MS POWER COMPANY	4/12 COMM CN	00201213	11000276	MNTHLY ELEC-COMM CNTRS	04/13/12	222674	2,754.62-
MS POWER COMPANY Sum							2,754.62-
00077 NAPA AUTO PARTS	464229	00122849	11000265	REPR PTS U#5591 COMM CNTRS	04/13/12	222679	70.97-
NAPA AUTO PARTS Sum							70.97-
00077 PACE ROOFING	1433	00123096	11000269	REPR DOWN PIPES SHERRILL CNTR	04/13/12	222693	575.00-
PACE ROOFING Sum							575.00-
00077 STANDARD OFFICE SUPPLY C	0023240-001	00123037	11000268	RECEIPT BOOKS COMM CTRS/DEPOT	04/13/12	222746	38.76-
STANDARD OFFICE SUPPLY C Sum							38.76-
00077 WILLMUT GAS & OIL COMPAN	4/12 COMM CN	00201213	11000275	MNTHLY GAS-COMM CNTRS	04/13/12	222783	298.53-
WILLMUT GAS & OIL COMPAN Sum							298.53-
00077 WRIGHT, JEREMIAH & SARAH	CULTURAL CNT	02012388	11000272	DAMAGE DEP REFUND	04/13/12	222788	250.00-
WRIGHT, JEREMIAH & SARAH Sum							250.00-

Page
DateCheck
Amount

17,772.01-

17,772.01-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
'09 WATER METER PROJ FUND							
00078 CENTRAL PIPE SUPPLY INC	R65782	00122731	11000019	METER GASKETS	04/13/12	222543	900.00-
CENTRAL PIPE SUPPLY INC							
Sum							900.00-
							900.00-
Sum							900.00-

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING APRIL 13, 2012						Page Date	43 04/11/12
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT							
00082 BONNER ANALYTICAL TESTIN	49076	00123056	11000174	LEAD & ASBESTOS TESTING	04/05/12	35622	591.55-
BONNER ANALYTICAL TESTIN							
Sum							591.55-
00082 CITY OF HATTIESBURG FUND	04/03/12	02012378	11000169	TRF 1ST 04/12 PAYROLL	04/03/12	35619	5,793.78-
CITY OF HATTIESBURG FUND							
Sum							5,793.78-
00082 ELLARD, ANDREW							
ELLARD, ANDREW				TRAV ADVANCE 00123001 11000170 TRAV ADV-URA TRNG-ATLANTA, GA	04/13/12	222573	663.37-
Sum							663.37-
00082 H'BURG AMERICAN ACCT #1	H12998 37799	00123023	11000171	PROOFS PUBLICATION 3/12	04/13/12	222601	97.77-
H'BURG AMERICAN ACCT #1							
Sum							97.77-
00082 HOUSING ALTERNATIVES OF	3/14/12 - DR	00123053	11000175	811 BOWLING	04/05/12	35623	860.00-
00082 HOUSING ALTERNATIVES OF	4/3/12 - REQ	00123054	11000176	211 TAYLOR	04/05/12	35624	793.68-
HOUSING ALTERNATIVES OF							
Sum							1,653.68-
00082 HOUSING EDUCATION & ECON	REG-JORDAN 5	00123214	11000179	REG-JORDAN-CONF-JACKSON	04/13/12	222616	125.00-
HOUSING EDUCATION & ECON							
Sum							125.00-
00082 J & J CONSTRUCTION	130 DRAW #2	00123055	11000172	NEW CONSTRUCTION-543 MILLER ST	04/05/12	35620	25,000.00-
J & J CONSTRUCTION							
Sum							25,000.00-
00082 JORDAN, KEVIN							
JORDAN, KEVIN				TRAV ADVANCE 00123215 11000178 TRAV ADV-HOUSING CONF JACKSON	04/13/12	222633	421.02-
Sum							421.02-
00082 THOMAS, LAJUANA (CDBG)	4/03/12	00123057	11000173	TEMP RELOC 3/28-4/27/12	04/05/12	35621	650.00-
THOMAS, LAJUANA (CDBG)							
Sum							650.00-
Sum							34,996.17-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING APRIL 13, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MDB CAPITAL PROJECT FUND							
00096 WALTERS CONSTRUCTION CO	EST#6 CHAIN	00123145	11000028	CONSTR CHAIN PK PHASE III	04/13/12	222770	47,021.32-
Sum							47,021.32-
WALTERS CONSTRUCTION CO							
Sum							47,021.32-

CITY OF HATTIESBURG
 DOCKET OF CLAIMS
 PERIOD ENDING APRIL 13, 2012

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

Grand Total Level Sum 6,726,173.40-

**ADDENDUM CLAIMS DOCKET
PERIOD ENDING APRIL 13, 2012**

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	CLAIMS NUMBER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
01	DON MCCRORY	11/11, 12/11, 1/12, 2/12	123282	4884	CONTRACT SERVICES 11/11-2/12 (personal services only)	4/13/12	15614	15,793.60

TOTAL 15,793.60

**ADDENDUM CLAIMS DOCKET
PERIOD ENDING APRIL 13, 2012**

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	CLAIMS NUMBER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
01	DON MCCRORY	11/11, 12/11, 1/12, 2/12	123282	4884	CONTRACT SERVICES 11/11-2/12 (personal services only)	4/13/12	15614	15,793.60
01	A-1 AUTO SALES	4/4/2012	122974	4950	FORD F250 PICKUP FOR PW DIRECTOR	4/17/12	15617	12,000.00

TOTAL 27,793.60

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, April 17, 2012

4:30 PM

Council Chambers

City Council - Amendments to the Agenda

Amendment to the April 17, 2012 Agenda

Remove Routine Agenda Item VII.-9 at the request of the Administration.