City of Hattiesburg, MS

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

Meeting Agenda

Tuesday, April 22, 2014

5:00 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 2014-1060

APPROVE OR DENY to adopt an ordinance changing the zoning classification of certain properties located at 337 N 25th Avenue (Parcel 028K-07-036.00, PPIN 26546, Ward 4), from B-1 (Professional Business) District to B-2 (Neighborhood Business) District. This petition was filed by Ann Chapman; Hattiesburg Planning Commission recommended to APPROVE on April 2, 2014.

Attachments: April PC Minutes (DRAFT)
Image Sheet - 337 N 25th Ave
Staff Summary - 337 N 25th Ave (Rezoning)
Ordinance - 337 N 25th Ave
executed Ordinance - 337 N 25th Ave ORD#3127

VI.-2 2014-1068

APPROVE OR DENY the conceptual master plan for subdivision phasing of the Mill Creek Place, filed by Chartre Consulting, LTD., and represented by Tim Burge, P.E., L.S., for certain undeveloped property located at Bonhomie Road (Parcel: 038M-21-001.00 (portion of), PPIN: 6332, Ward 5); Hattiesburg Planning Commission recommended to APPROVE on April 2, 2014.

Attachments: MillCreekPlacePhasingPlan

VI.-3 2014-143

Adopt the April 22, 2014 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2014 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Attachments: Apr 22 Budget Amendments
executed Apr 22 Budget Amendments RES2014-83

VI.-4 2014-1055

Adopt a Resolution authorizing Requisition No. 6 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: 2013 Bond Requisition No. 6

Payment Summary Req 6

executed 2013 Bond Requisition No. 6 RES2014-84

VI.-5 2014-1063

Adopt a Resolution removing Matthew Boutwell as petty cash fund custodian for the City of Hattiesburg Water and Sewer Operations and appointing Chadwick Frierson as petty cash custodian.

Attachments: Resolution-Petty Cash- Frierson

executed Resolution-Petty Cash- Frierson RES2014-85

VI.-6 2014-142

Adopt Resolution declaring computer equipment surplus (per attached list) and authorize the disposal of said equipment; authorize removal of equipment from City inventory.

Attachments: inventorycityhall

PDSURPLUS

RESOLUTION SURPLUS EQUIP Apr 22

executed RESOLUTION SURPLUS EQUIP Apr 22 RES2014-86

VI.-7 2014-132

Adopt Resolution declaring surplus one (1) 2007 Crown Vic (2FAFP7IW67X130755); authorize the donation of said vehicle to the Metcalfe Police Department.

Attachments: Metcalfe Police Department

Surplus-Metcalfe Police Dept.

Resolution Donation of Surplus Equipment

executed Resolution Donation of Surplus Equipment RES2014-87

VI.-8 2014-1051

Adopt Resolutions adjudicating and directing the placement of an assessment for the cleanup cost, not to exceed the value of the property per State law, against the following properties.

Attachments: Adjudication MEMO 4-15-14

1. 123 E. Florence St.

executed 1. 123 E. Florence St. RES2014-88

2. 304 S. Hattiesburg Ave.

executed 2. 304 S. Hattiesburg Ave. RES2014-89

3. 808 E. 6th St.

executed 3. 808 E. 6th St. RES2014-90

4. 809 Short Katie Ave.

executed 4. 809 Short Katie Ave. RES2014-91

5. 924 E. Laurel Ave.

executed 5. 924 E. Laurel Ave. RES2014-92

6. 214 Alcorn Ave.

executed 6. 214 Alcorn Ave. RES2014-93

7. Barnes Ave.

executed 7. Barnes Ave. RES2014-94

8. 704 McKinley St.

executed 8. 704 McKinley St. RES014-95

9. 1010 Geneva St.

executed 9. 1010 Geneva St. RES2014-96

10. 3501 Hillside Dr.

executed 10. 3501 Hillside Dr. RES2014-97

11. 249 McInnis Springs Rd.

executed 11. 249 McInnis Springs Rd. RES2014-98

12. 912 Atlanta St.

executed 12. 912 Atlanta St. RES2014-99

13. 1215 Dewey St.

executed 13. 1215 Dewey St. RES2014-100

14. 1206 Alcorn Ave.

executed 14. 1206 Alcorn Ave. RES2014-101

VI.-9 2014-1041

Rescind condemnation resolution approved on March 4, 2014 at MB 2014-60 for property located at 609 E. 2nd St. due to an error in the legal description. Adopt Resolution with corrected legal description condemning property located at 609 E. 2nd St.

Attachments: Rescind Resolution MEMO

609 E. 2nd St. Resolution

executed 609 E. 2nd St. Resolution RES2014-102

VI.-10 2014-1046

Adopt an order to approve the sale of two (2) personal service weapons to retiring Police Captain Michael Shappley and Captain D. J. Davis pursuant to Mississippi Code Annotated 45-9-131

Attachments: Shappley & Davis Service Weapon

VI.-11 2014-1050

Adopt an order certifying Community Connections, Inc. as a Community Housing Development Organization (CHDO) for the City of Hattiesburg's HOME Program in accordance with 24 CFR 92.2. {Entitlement}

Attachments: Community Connections - CERTIFICATE OF DESIGNATION

executed Community Connections - CERTIFICATE OF DESIGNATION

VI.-12 2014-1048

Adopt an order certifying Breakthrough Community Services as a Community Housing Development Organization (CHDO) for the City of Hattiesburg's HOME Program in accordance with 24 CFR 92.2. {Entitlement}

Attachments: Breakthrough Community Services - CERTIFICATE OF DESIGNATION

executed Breakthrough Community Services - CERTIFICATE OF DESIGNATIC

VI.-13 2014-1056

Authorize the Mayor to execute, in triplicate, HOME Grant Agreement between Breakthrough Community Services and the City of Hattiesburg for the rehabilitation of a home at 1205 Country Club Road as an affordable housing unit, utilizing HOME CHDO Set-aside funds in an amount not to exceed $60,000. {Entitlement}

Attachments: Exhibit B Docs for 4-22-2014 Agreement - 1205 Country Club Rd.

Rental Agreement - Breakthrough - 1205 Country Club Rd - April 2014

Executed Rental Agreement - Breakthrough - 1205 Country Club Rd - April 201

VI.-14 2014-1054

Authorize the Mayor to execute, in triplicate, HOME Grant Agreement between Community Connections, Inc. and the City of Hattiesburg for the development of an affordable housing unit at the Southeast corner of the intersection of Barkley Road and Johnston Street (address TBD) utilizing HOME CHDO Set-aside funds in an amount not to exceed $60,000. {Entitlement}

Attachments: Agreement - Community Connections - Barkley Estates Lot 1 - April 2014

Exhibit B Documents for April 22 2014 CHDO Agreement - Community Connect

Executed Agreement - Community Connections - Barkley Estates Lot 1 - April 2

VI.-15 2014-1039

Authorize Mayor to execute in duplicate Lease Agreement with The Alabama Great Southern Railroad Company for certain real properties having an area of 2.25 acres, more or less, to be used for parking and no other purpose.

Attachments: Parking Lease Agreement Cover Letter

Parking Lease Agreement Great Southern Railroad

VI.-16 2014-1070

Authorize Mayor to execute Memorandum of Agreement for the Educational and Community Outreach Program between the City of Hattiesburg and University of Southern Mississippi, for the period March 1, 2014 through February 28, 2015 (Agreement number GM000673, Amendment No. 9) as authorized by MS Code 39-15-1, to allow municipalites to expend monies for support of the arts.

Attachments: USM Agreement (Symphony)

executed USM Agreement (Symphony)

VI.-17 2014-1045

Authorize Mayor to execute duplicate original contract between the City of Hattiesburg Parks and Recreation Department and W.A. Powe Aquatics, LLC.; for the Management Operation of the City of Hattiesburg Summer Aquatic Program.

Attachments: Pool Contract-Bill Powe 2014

executed Pool Contract-Bill Powe 2014

VI.-18 2014-1061

Authorize Mayor to execute duplicate originals of Replacement Memorandum of Understanding (MOU) reflecting a revised funding deadline for the 34th Avenue Transportation Enhancement Project (STP-0210-00(026)LPA/106412-701000, STP-0018-00(029)LPA/106346-701000), previously approved at Minute Book No. 2012-1/52.

Attachments: Replacement MOU-34th Ave

executed Replacement MOU-34th Ave

VI.-19 2014-1059

Authorize Mayor to execute duplicate originals of Replacement Memorandum of Understanding (MOU) reflecting a revised funding deadline for the Broadway, Mobile St., Bouie St., Transportation Enhancement Project (STP-0210-00(026)LPA/106412-701000, STP-0018-00(029)LPA/106346-701000), previously approved at Minute Book No. 2012-1/52.

Attachments: Replacement MOU-Broadway Mobile

executed Replacement MOU-Broadway Mobile

VI.-20 2014-1062

Approve Final Acceptance of the project Comprehensive Sewer & Water Improvements - Hwy 98 Elevated Water Tank; Authorize publication of Notice of Final Settlement of Contract for same.

Attachments: Final Closing Documents

NOTICE OF FINAL SETTLEMENT-COMSWIP Water Tank

executed NOTICE OF FINAL SETTLEMENT-COMSWIP Water Tank

VI.-21 2014-1064

Approve Final Acceptance of the Hardy Street Widening from 21st Avenue to 25th Avenue (HPP-6098-00(007)LPA/105194-801000); Authorize publication of Notice of Final Settlement of Contract for same.

Attachments: Final Closing Documents

Notice of Final Settlement-Hardy St. Widening

executed Notice of Final Settlement-Hardy St. Widening

VII. ROUTINE AGENDA

VII.-1 2014-1049

Authorize Mayor to Extend the Lease Agreement between the City of Hattiesburg and Daytona Harley Davidson for the lease of twelve motorcycles for the Hattiesburg Police Department for One Year, originally approved on Minute Book #2013-152, commencing on April 1, 2014 and ending on March 31, 2015.

Attachments: 04-22-Harley Lease Extension

VII.-2 2014-1047

Authorize execution and submission of 2014 MS Recovery Stop Violence Against Women Program grant application (nunc pro tunc).

Attachments: Stop Violence Against Women Grant Application

VII.-3 2014-1071

Acknowledge receipt of request and authorize donation of monies in the amount of $3,500.00 to support the Domestic Abuse Family Shelter, as provided in MS Code 93-21-115.

Attachments: DAFS request for donation

VII.-4 2014-1058

Acknowledge bids received on March 27, 2014 for the Safe Routes To School - Woodley Elementary School Project (SRSP 0210-00(024) LPA/106139-401000) and accept bid received from Precision Construction in the amount of $158,161.00 for the base bid, and $28,000.00 for Alternate Additive #1, as being the only bid received.

Attachments: Woodley Bid Tab

Woodley Award Ltr

VII.-5 2014-1069

Approve and authorize publication of a Request for Qualifications from qualified and interested Energy Services Companies (ESCOS) to provide comprehensive energy services to reduce energy and utilities costs, water consumption savings, water and sewer systems and equipment capital improvements, operation and maintenance costs optimization, and any other cost reduction opportunity, and implement related capital improvements in selected buildings, facilities, operating fleet vehicles and equipment, or other related infrastructure owned or managed by the City of Hattiesburg.

Attachments: RFQ Energy Performance Contract

Notice to Vendors-Mandatory

VII.-6 2014-1057

Approve the sale of grave spaces, per attached memo.

Attachments: Grave Deeds for April 2014

Grave Space List

Receipts for grave spaces april 2014

executed Grave Deeds for April 2014

VII.-7 2014-1066

Acknowledge proof of publications for the month of March 2014.

Attachments: Proof of Pub-March 2014

VII.-8 2014-1053

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

Attachments: MEMORANDUM-Manual Checks-HOME

HOME Supporting Docs

VII.-9 2014-1052

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

Attachments: MEMORANDUM-Manual Checks-CDBG

CDBG Supporting Docs

VII.-10 2014-1065

Approve Claims Docket for the period ending April 18, 2014.

Attachments: 4-22-14 Claims Docket

City of Hattiesburg, MS

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

Master

File Number: 2014-1060

File ID:	2014-1060	**Type:**	Ordinance	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/15/2014
Brief Title:	Rezoning - 337 N 25th Avenue (PPIN #26546)			**Final Action:**	04/22/2014
				Minute Book Number:	MB2014-111-112

Title:

APPROVE OR DENY to adopt an ordinance changing the zoning classification of certain properties located at 337 N 25th Avenue (Parcel 028K-07-036.00, PPIN 26546, Ward 4), from B-1 (Professional Business) District to B-2 (Neighborhood Business) District. This petition was filed by Ann Chapman; Hattiesburg Planning Commission recommended to APPROVE on April 2, 2014.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	April PC Minutes (DRAFT), Image Sheet - 337 N 25th Ave, Staff Summary - 337 N 25th Ave (Rezoning), Ordinance - 337 N 25th Ave, executed Ordinance - 337 N 25th Ave ORD#3127	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Michael Maret	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014	Approve				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to APPROVE to adopt an ordinance (Number 3127) changing the zoning classification of certain properties located at 337 N 25th Avenue (Parcel 028K-07-036.00, PPIN 26546, Ward 4), from B-1 (Professional Business) District to B-2 (Neighborhood Business) District. This petition was filed by Ann Chapman; Hattiesburg Planning Commission recommended to APPROVE on April 2, 2014.

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

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

Nays: 0

Yea:	5	Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2014-1060

Title

APPROVE OR DENY to adopt an ordinance changing the zoning classification of certain properties located at 337 N 25th Avenue (Parcel 028K-07-036.00, PPIN 26546, Ward 4), from B-1 (Professional Business) District to B-2 (Neighborhood Business) District. This petition was filed by Ann Chapman; Hattiesburg Planning Commission recommended to APPROVE on April 2, 2014.

Summary

Rezoning - 337 N 25th Avenue (PPIN #26546)

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
April 2, 2014

The Hattiesburg Planning Commission did meet in a regular session on April 2, 2014 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Joseph White, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Joseph White, Chairman
Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Judy Corts
Annie Pope
Don McCleskey
Eric Martin

Commissioners Absent: John Blanks
Jessie Wilson

Also Present: Pattie Brantley, Director of Urban Development
Michael Maret, Planner
Craig Dearman, Engineering Dept.

Joseph White, Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:07 P.M.

INVOCATION Joseph White, Chairman, gave the invocation.

AGENDA REVIEW

There came the matter of the April 2014 Agenda. A request was made by Chairman White for a motion to Approve or Deny the April 2014 Agenda. A motion was made by Commissioner Conville to Approve the April 2014 Agenda and Seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Judy Corts
Annie Pope

Don McCleskey
Eric Martin

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the March 5, 2014 minutes. Michael Maret, Planner, indicated that changes were made to the Chairman's Report. A request was made by Chairman White for a motion to Approve or Deny the March 2014 Minutes. A motion was made by Commissioner Corts to approve the minutes as amended and seconded by Commissioner McCleskey.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Dick Conville
Judy Corts
Annie Pope
Don McCleskey
Eric Martin

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

There came the matter of the Engineering Report. Craig Dearman provided the commission with information regarding 4th Street construction, Safe Routes to School, Rails to Trails, and Gordon's Creek Park.

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. No report was submitted.

PLANNING REPORT

There came the matter of the Planning Report. Urban Development Director, Pattie Brantley, informed the Commission of the actions of the City Council relative to last month's actions, noting that they were all approved.

CHAIRMAN'S REPORT

There came the matter of the Chairman's Report. Chairman White had nothing to report, but thanked past Chairman Conville for his time and dedication for his service.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:15 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A (Rezoning), Ann Chapman, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, to change the zoning classification of certain properties located at 337 N 25th Avenue (Parcel 028K-07-036.00, PPIN 26546, Ward 4), from B-1 (Professional Business) District to B-2 (Neighborhood Business) District.

	Name	Address	City/State
Presented by:	Ann Chapman	1008 North 31st Ave	Hattiesburg, MS
Proponents:	None		
Opponents:	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McMurtrey made a motion to approve the rezoning of the property from B-1 (Professional Business) District to B-2 (Neighborhood Business) District. She stated the basis for her motion was a change in neighborhood character based on current development activities along N 25th Avenue and W 4th Street and the public need to encourage the re-use of the vacant properties and to encourage more economic activity within areas meant to support business. The motion was seconded by Commissioner Horton.

Commissioners voting aye: Linda McMurtrey, Vice-Chairman

Peggy Horton, Secretary
Dick Conville
Judy Corts
Annie Pope
Don McCleskey
Eric Martin

Commissioners voting nay: None

Commissioners abstaining: None

Commissioner Conville left the meeting after the Public Hearing.

BUSINESS MEETING

A conceptual subdividing phasing plan for Mill Creek Place was presented by Pattie Brantley and Ronnie Blackwell, P.E., on behalf of Chartre Consulting, owner, to the Commission for approval. Commissioner McCleskey made a motion to approve the plat and Commissioner Wilson seconded the approval. The vote to approve the conceptual subdividing phasing plan is detailed below:

Commissioners voting aye: Linda McMurtrey, Vice-Chairman
Peggy Horton, Secretary
Judy Corts
Annie Pope
Don McCleskey
Eric Martin

Commissioners voting nay: None

Commissioners abstaining: None

There being no further business, the meeting was adjourned at 1:55 P.M.

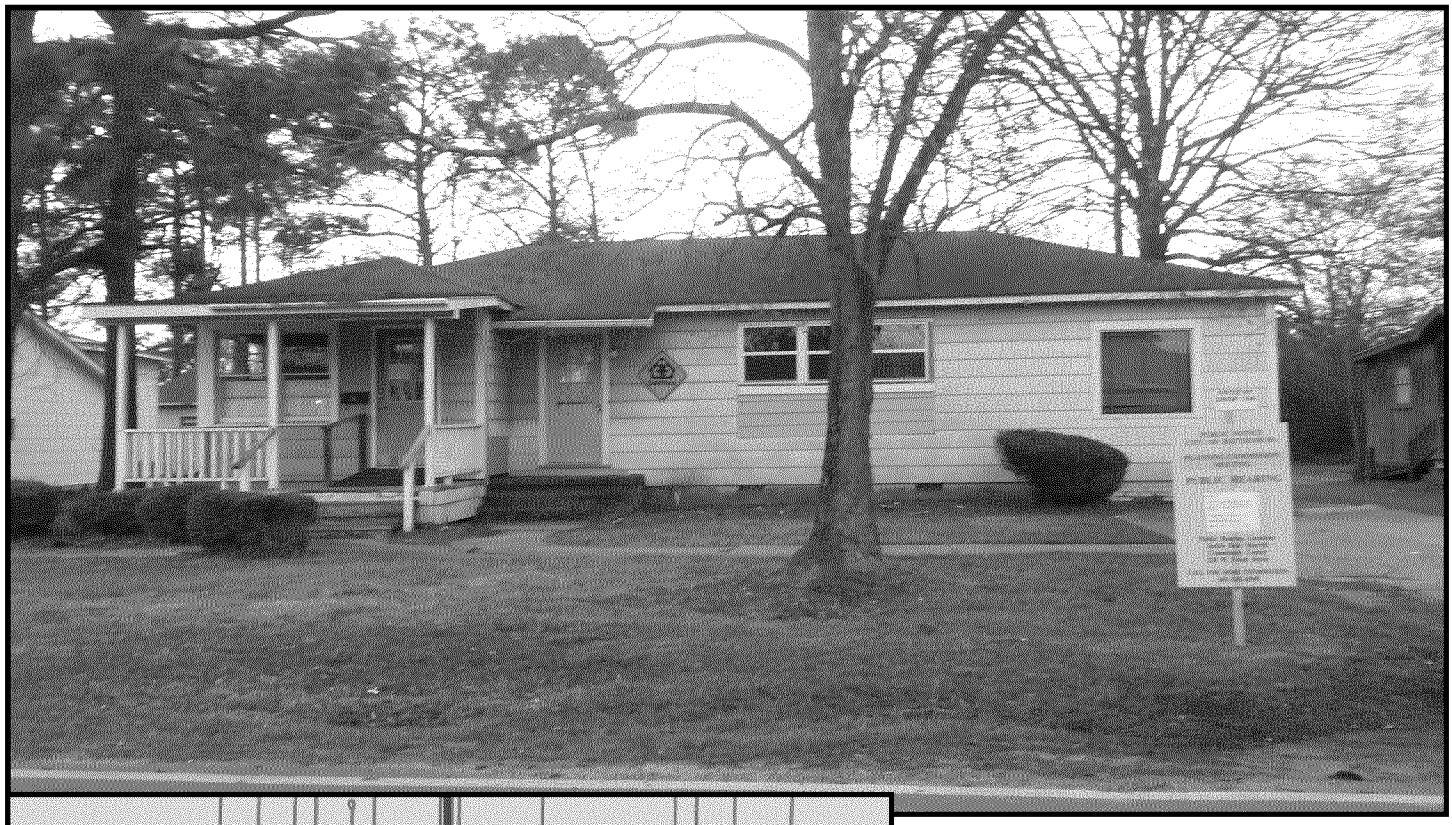
_____
Joe White, Chairman

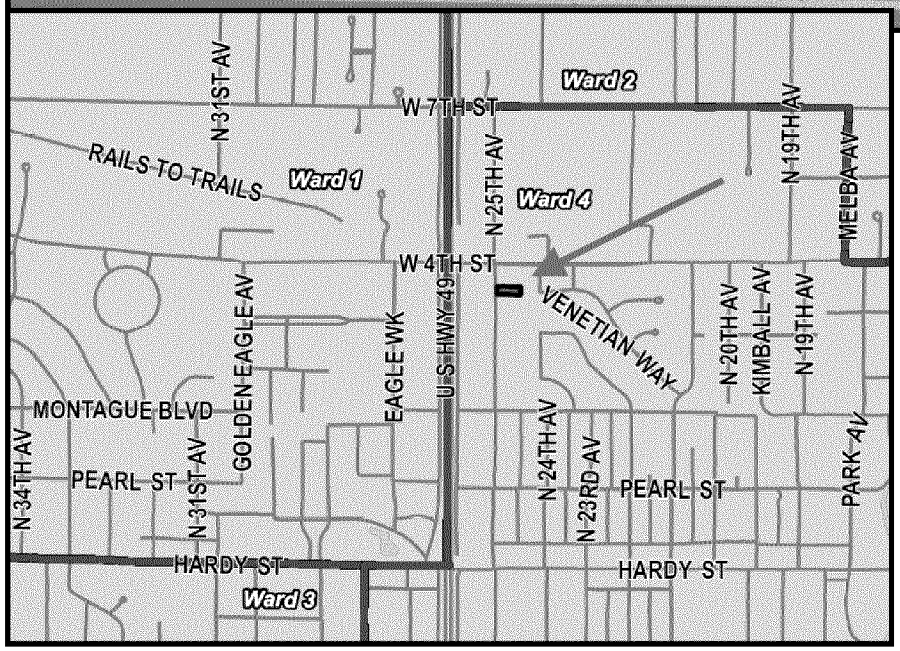
_____
Pattie Brantley, Director of Urban Development.

SUBJECT PARCEL:

337 N 25th Ave , Ann Chapman

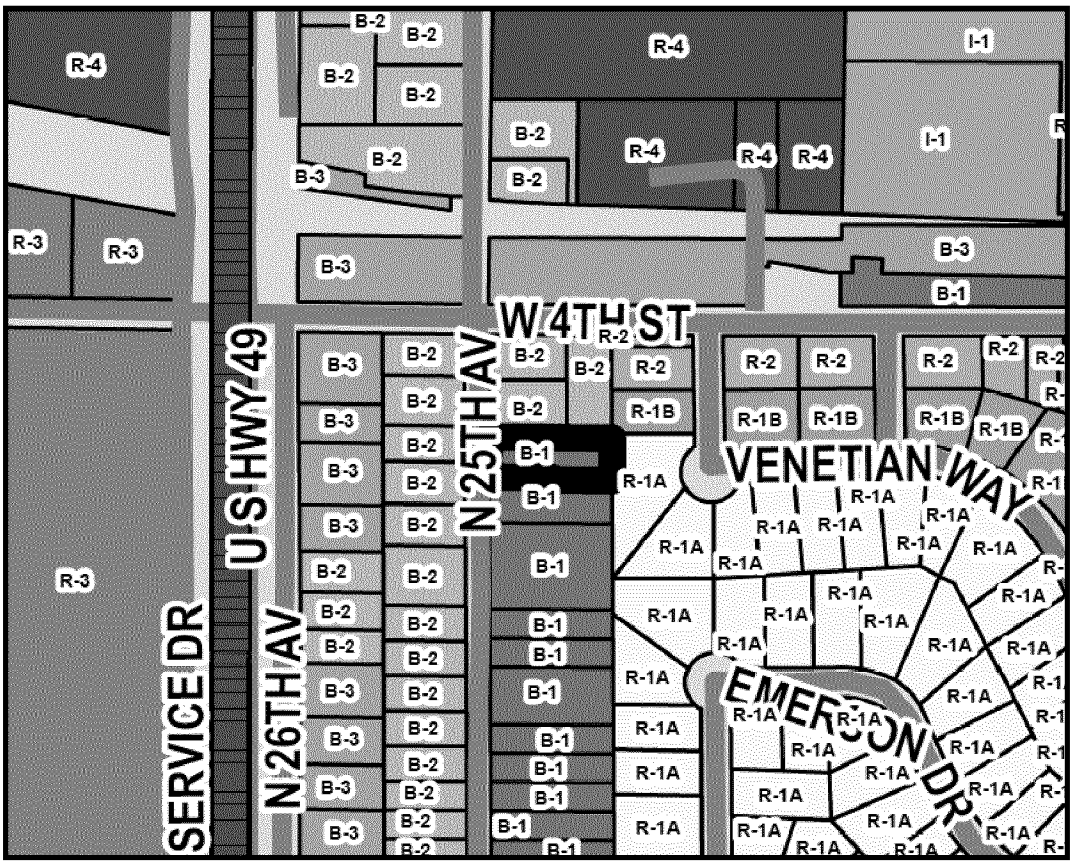
The site is occupied by a single family residence that has been converted for commercial use. The building has been vacant for an extended period of time. The request for rezoning from B-1 (Professional Business) District to B-2 (Neighborhood Business) District would allow the owner to open a family hair salon on the site.





Vicinity Map

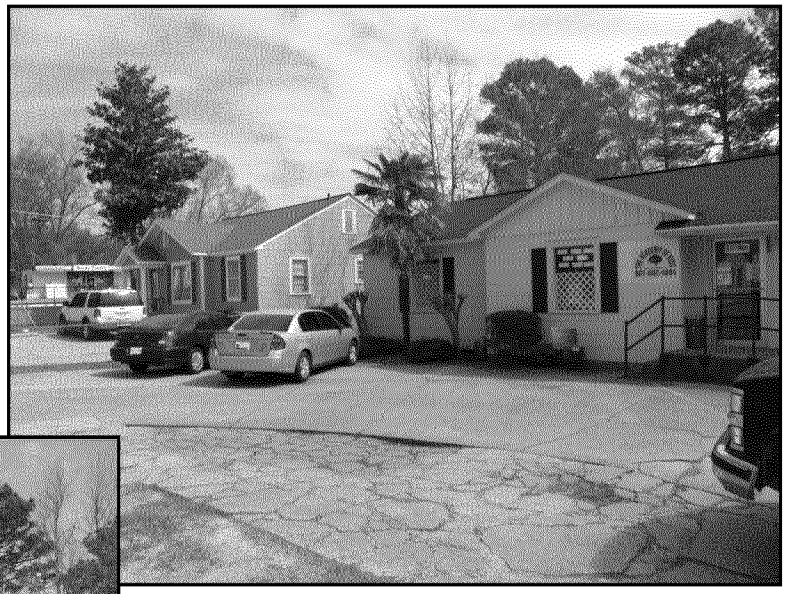
Zoning Map



Future Land Use Map

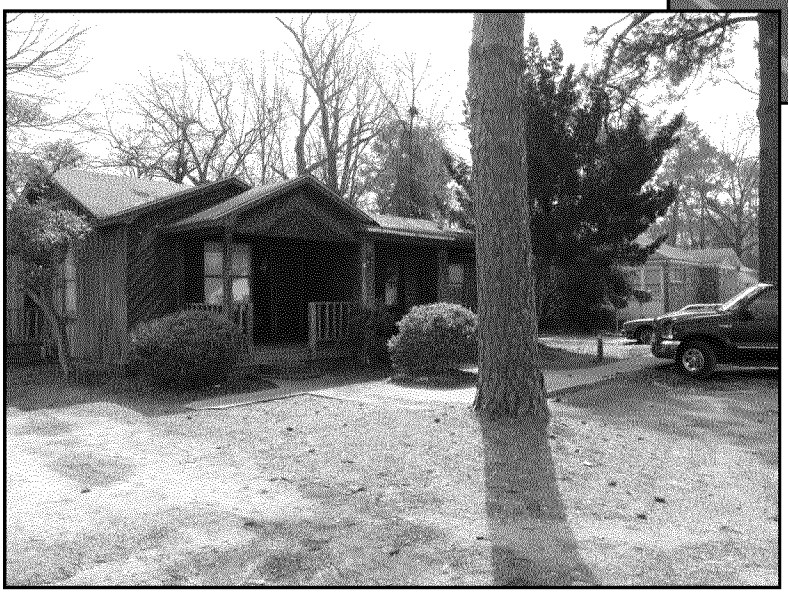
SURROUNDING AREA

Northern Direction: Businesses zoned B-2 (Neighborhood Business) District.



Eastern Direction: Residential structures zoned R-1A (Single Family Residential) District.

Western Direction: Businesses zoned B-2 (Neighborhood Business) District.



Southern Direction: Residential structures zoned B-1 (Professional Business) District.

Planning Commission
Case Fact Sheet

Names of Applicant:	Ann Chapman, Owner		
Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
337 N 25th Ave	028K-07-036.00	26546	4

Requests: **Rezoning**

Purpose of Request: To consider an application for a **Rezoning** from **B-1 (Professional Business) District** to **B-2 (Neighborhood Business) District**.

Applicant Summary: The purpose of rezoning this property is to allow for a beauty and barber salon on the premise to serve the local community.

Applicable Regulations:

SECTION 58 **B-1 PROFESSIONAL BUSINESS DISTRICT**

58.01 General Description - The purpose of this business district is to provide areas for professional and business offices and related activities that require separate buildings and building groups surrounded by landscaped yards and open areas. The intent is to provide compact locations for business offices, medical and dental offices, as well as suburban locations near residential neighborhoods.

SECTION 59 **B-2 NEIGHBORHOOD BUSINESS DISTRICT**

59.01 General Description: The purpose of this business district is to provide retail stores and personal services for the convenience of the people in adjacent residential areas.

Present Zoning: The Parcel is currently zoned B-1 (Professional Business) District.

Present Use: Vacant building.

Surrounding Zoning and Land Use:

North: B-2 Neighborhood Business District
South: B-1 Professional Business District
East: R-1A Single Family Residential
West: B-2 Neighborhood Business District

Future Land Use Plan: The subject parcel is shown in the 2008 Future Land Use Map as being within the Neighborhood Business Corridor.

District Overview: The Neighborhood Business District is primarily a residential district located along the city's collector, minor arterial, and certain local streets. In this district, certain residential and low-intensity business uses may be found that exhibit development patterns that complement the residential, pedestrian-oriented character of surrounding neighborhoods.

District Characteristics: The characteristics of this district include the following: moderate-density single-family residences and certain two-family and multi-family uses; mixed-use buildings and developments; smaller, lower-intensity business developments that provide services to the neighborhood and community; and less-intensive commercial uses than are found in the Community Business District. Site development standards should include maximum building sizes, maximum residential densities, minimum and maximum building setbacks, building and site design elements, and provisions for pedestrian comfort and accessibility.

District Land Uses: The following land uses should be found in this district: single-family residential uses; two-family and multi-family residences, subject to use, density, and design guidelines; public and quasi-public uses, such as general indoor retail, specialty retail, service and office land uses that do not require the outdoor storage of goods or equipment.

Most Nearly Bounded By (streets): This parcel is bounded to the west by N. 25th Avenue, W. 4th Street to the north, Quinn Street to the south, and Venetian Way to the east, which is a neighborhood cul-de-sac.

Adverse Influences: Marginal increase in area activity.

Positive Influences: Use of a currently vacant commercial building.

The rezoning will still be within neighborhood designation and broadens the type of neighborhood uses.

Letters or Concerns stated: The Planning Division Office has not received any letters or other

written communications relative to this case, as of March 26, 2014.

Comments & Recommendations: Future LDC will remove the B-1 zoning designation, those uses will be found in the new B-2 zoning class.

Basis for Approval:

1. Change in neighborhood character based on current development activities along N 25th Avenue and W 4th Street.

2. Public need to encourage the re-use of the vacant properties and to encourage more economic activity within areas meant to support business.

Options: Recommend approval or denial of the request for to rezone the subject parcel from B-1 (Professional Business) District to B-2 (Neighborhood Business) District. Said parcel being: 028K-07-036.00 (PPIN #26546).

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 337 N 25TH AVENUE (PARCEL 028K-07-036.00, PPIN 26546, WARD 4), FROM B-1 (PROFESSIONAL BUSINESS) DISTRICT TO B-2 (NEIGHBORHOOD BUSINESS) DISTRICT.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

A change in neighborhood character based on current development activities along N 25th Avenue and W 4th Street.

The public need to encourage the re-use of the vacant properties and to encourage more economic activity within areas meant to support business.

Said property is described as follows:

PPIN 26546 (337 N 25th Avenue):
A part of the Northwest Quarter of the Northwest Quarter (NW ¼ of the NW ¼) of Section 8, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and more particularly described as follow, to-wit:

Begin 1044.4 feet North of the Southeast Corner of the Northwest Quarter of the

Northwest Quarter (NW ¼ of NW ¼) of said Section, Township and Range, and run thence West for a distance of 99.95 feet, thence run North for a distance of 6.00 feet, thence run West for a distance of 100.00 feet, thence run North along the East line of 25th Avenue for a distance of 69.00 feet, thence run East for a distance 199.95 feet, thence run South for a distance of 75.00 feet to the Point of Beginning, said parcel of land is known as 337 N. 25th Avenue, Hattiesburg, Mississippi 39401.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS: NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2014.

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT
(S E A L)

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2014.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3127

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 337 N 25TH AVENUE (PARCEL 028K-07-036.00, PPIN 26546, WARD 4), FROM B-1 (PROFESSIONAL BUSINESS) DISTRICT TO B-2 (NEIGHBORHOOD BUSINESS) DISTRICT.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

A change in neighborhood character based on current development activities along N 25th Avenue and W 4th Street.

The public need to encourage the re-use of the vacant properties and to encourage more economic activity within areas meant to support business.

Said property is described as follows:

PPIN 26546 (337 N 25th Avenue):
A part of the Northwest Quarter of the Northwest Quarter (NW ¼ of the NW ¼) of Section 8, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and more particularly described as follow, to-wit:

Begin 1044.4 feet North of the Southeast Corner of the Northwest Quarter of the

Northwest Quarter (NW ¼ of NW ¼) of said Section, Township and Range, and run thence West for a distance of 99.95 feet, thence run North for a distance of 6.00 feet, thence run West for a distance of 100.00 feet, thence run North along the East line of 25th Avenue for a distance of 69.00 feet, thence run East for a distance 199.95 feet, thence run South for a distance of 75.00 feet to the Point of Beginning, said parcel of land is known as 337 N. 25th Avenue, Hattiesburg, Mississippi 39401.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Dryden, seconded by Council member Naylor and was adopted by the following vote to-wit:

YEAS: Bradley, Delgado, Carroll, Dryden, Naylor

NAYS: None

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 22nd day of April A.D., 2014.

ATTEST:

Delma K Bernardo
CLERK OF COUNCIL
(S E A L)

ADOPTED:

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 22nd day of April A.D., 2014.

ATTEST:

Connie Everett (DC)
CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2014-1068

File ID:	2014-1068	**Type:**	Regular Agenda Item	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/15/2014
Brief Title:	Conceptual Master Plan - Subdivision Phasing - Mill Creek Place			**Final Action:**	04/22/2014
				Minute Book Number:	MB2014-112

Title:

APPROVE OR DENY the conceptual master plan for subdivision phasing of the Mill Creek Place, filed by Chartre Consulting, LTD., and represented by Tim Burge, P.E., L.S., for certain undeveloped property located at Bonhomie Road (Parcel: 038M-21-001.00 (portion of), PPIN: 6332, Ward 5); Hattiesburg Planning Commission recommended to APPROVE on April 2, 2014.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	MillCreekPlacePhasingPlan	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Michael Maret	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to APPROVE the conceptual master plan for subdivision phasing of the Mill Creek Place, filed by Chartre Consulting, LTD., and represented by Tim Burge, P.E., L.S., for certain undeveloped property located at Bonhomie Road (Parcel: 038M-21-001.00 (portion of), PPIN: 6332, Ward 5); Hattiesburg Planning Commission recommended to APPROVE on April 2, 2014.

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

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

Nays: 0

Yea:	5	Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2014-1068

Title

APPROVE OR DENY the conceptual master plan for subdivision phasing of the Mill Creek Place, filed by Chartre Consulting, LTD., and represented by Tim Burge, P.E., L.S., for certain undeveloped property located at Bonhomie Road (Parcel: 038M-21-001.00 (portion of), PPIN: 6332, Ward 5); Hattiesburg Planning Commission recommended to APPROVE on April 2, 2014.

Summary

Conceptual Master Plan - Subdivision Phasing - Mill Creek Place

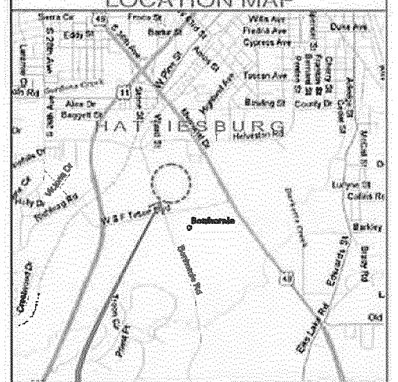
Budget Information

Expenditure Type

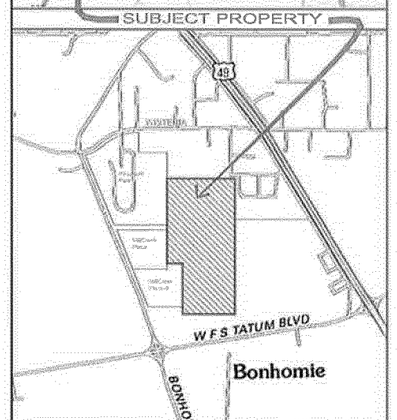
Purchasing Item

Publication Information

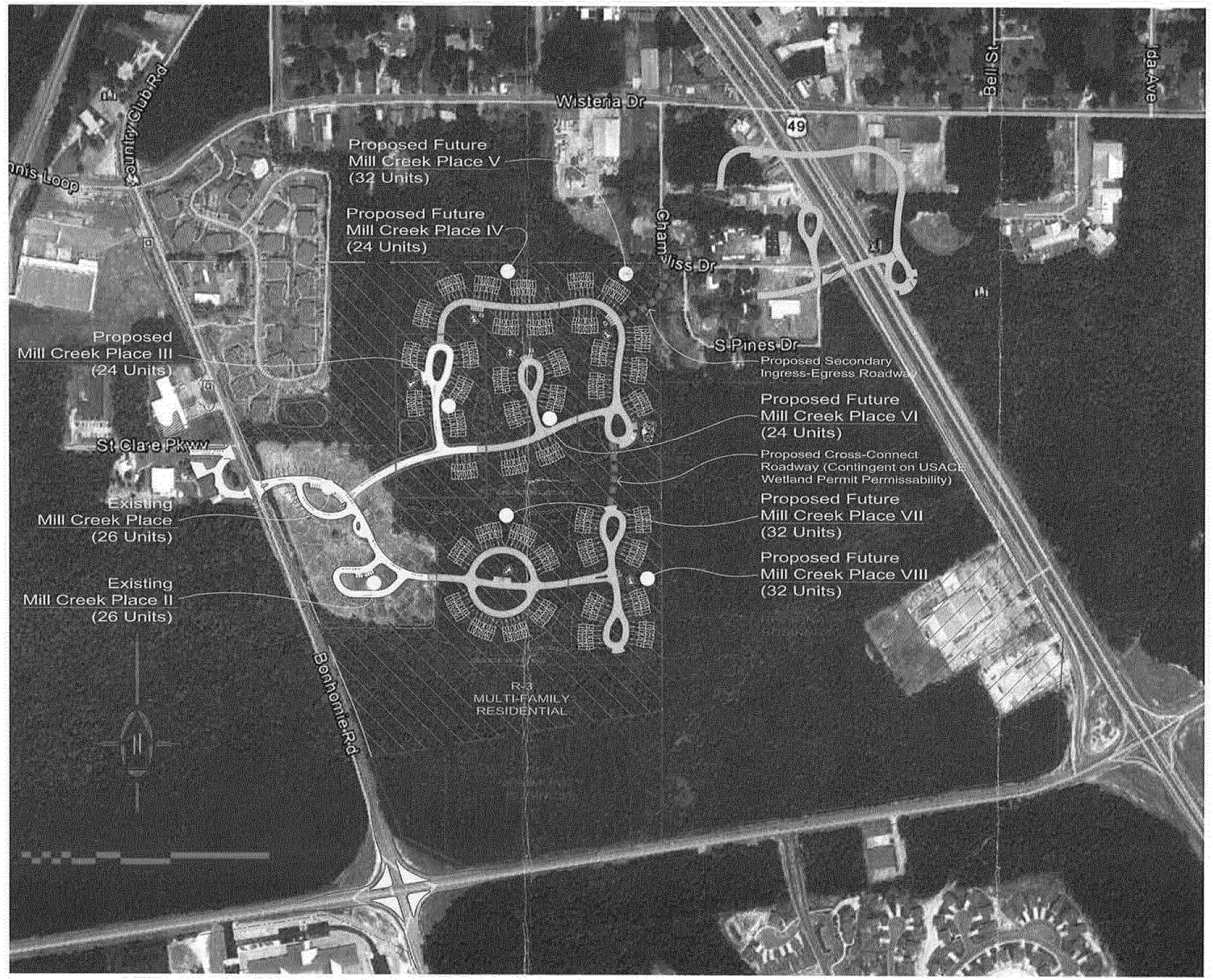
LOCATION MAP



SUBJECT PROPERTY



VICINITY MAP



PROJECT DATA:

Proposed:
Mill Creek
Multi-Family
Properties
Hattiesburg, Mississippi

CONCEPTUAL
PHASING PLAN

CLIENT DATA:

CHARTRE
CONSULTING,
LTD.
2330 UNIVERSITY AVENUE
OXFORD, MS 38655

REVISIONS:

#	DESCRIPTION	DATE	BY
1	ADDED SECONDARY INGRESS & CROSS-CONNECT RDWYS	02/28/14	TRB

PROJECT NO:
13-23/CCL

DRAWING FILE:
1323_MCP_PHSNGPLN.DWG

LAYOUT TAB:
CNCPT-1

DRAWN BY:
TRB

ISSUE DATE:
11-NOV-13

CivilSouth Group
Engineering & Surveying Consultants, LLC
67 Twin Lake Crossing
Hattiesburg, Mississippi 39401
601-606-6918
trb@civilsouthgroup.com

REVIEW & COMMENT DRAFT
03-03-14

SHEET TITLE:
CONCEPTUAL
PHASING PLAN
PHASES 1 THRU 8

SHEET NUMBER:
V-0.10

City of Hattiesburg, MS

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

Master

File Number: 2014-143

File ID:	2014-143	**Type:**	Resolution	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/16/2014
Brief Title:	April 22, 2014 Budget Amendments			**Final Action:**	04/22/2014
				Minute Book Number:	MB2014-112

Title: Adopt the April 22, 2014 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2014 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Apr 22 Budget Amendments, executed Apr 22 Budget Amendments RES2014-83	**Enactment Number:**	
Contact:	Connie Everett	**Meeting Date:**	04/22/2014
Drafter:	Connie Everett	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014	Adopt				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Adopt the April 22, 2014 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2014 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

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

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

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

ΓEL-No Vote: 0

Text of Legislative File 2014-143

Title

Adopt the April 22, 2014 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2014 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

Publish resolution one time in Hattiesburg American

MEMORANDUM

TO: *Mayor DuPree; Members of City Council*
FROM: *Connie Everett, CFO*
DATE: *April 22, 2014*
SUBJECT: *Proposed Budget Amendments*

Listed below are proposed amendments to the budget for FY 2014. The amendments for the General Fund will be reflected as a change to the budgeted ending cash balance.

Budgeted Ending Cash		$1,436,411
Revenue Adjustments:		
Federal Revenue	4,837	
State Shared Revenue	300,000	304,837
Expenditure Adjustments:		
Urban Dev – adjust grant budgets	10,470	
Gen.Govt.Bldg – budget utilities, janitorial for clinic	-3,000	
Depot – increase budget for utilities	-10,000	
Ins/Other Svcs – increase budgets for legal, other prof.svcs	-286,000	
Police – increase utilities budget	-24,000	
Fire – increase utilities budget	-3,000	
Engineering – increase utilities budget	-500	
Shop – increase utilities budget	-10,000	
Construction – increase fuel budget, renovate clinic bldg.	-90,000	
Parking – increase amt pd to railroad for addl parking	-2,000	-418,030
Amended Budgeted Ending Cash		**$1,323,218**

Parks & Recreation Fund:
Increase utilities budget and property tax collection fee budget $ 5,000

Water & Sewer O & M Fund:
Increase budgets for utilities, water line repairs $ 300,000

Water & Sewer Revenue Fund/W & S Construction Fund:
Increase revenue budget and transfer to Construction Fund
to cover water line extension at Industrial Park $ 153,000

City Bond & Interest Fund:
Increase property tax collection fee budget $ 7,000

Police Forfeitures Fund:

Budget revenue received from seizures and D.A.R.E. court costs	$ 22,100

Series 2014 TIF Bond Construction Fund:

Establish budget for Southern Pointe bond issuance costs and Infrastructure development	$2,600,000

If you should need further explanation of the above information, please give me a call.

RESOLUTION

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

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

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

Section 1. That the following budget amendments are hereby authorized to be made in the City's General Fund General Government Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
$3,075,620	$402,968	$3,478,588	Budget for professional services and administrative costs for employee medical clinic

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Public Works Capital Outley Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
$1,137,769	$2,336,107	$3,473,876	Budget for sanitation trucks and building renovation for employee medical clinic

Section 3. That the following budget amendments are hereby authorized to be made in the City's Bond & Interest Fund Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
$ 28,500	$7,000	$35,500	Budget for increase in tax collection fee charged by county

Section 4. That the following budget amendments are hereby authorized to be made in the City's Police Forfeitures Fund Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
$143,000	$18,640	$161,640	Budget additional revenue received

Section 5. That the following budget amendments are hereby authorized to be made in the City's Police Forfeitures Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
$77,000	$13,403	$90,403	Budget additional revenue received

Section 6. That the following budget amendments are hereby authorized to be made in the City's Series 2014 TIF Bond Construction Fund Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
$ -0-	$143,000	$143,000	Budget for bond issuance costs

Section 7. That the following budget amendments are hereby authorized to be made in the City's Series 2014 TIF Bond Construction Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
$ -0-	$2,209,076	$2,209,076	Budget for bond proceeds for infrastructure development costs

Section 8. That the following budget amendments are hereby authorized to be made in the City's 2014 TIF Bond Construction Fund Transfers Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
$ -0-	$247,924	$247,924	Budget transfer to bond debt service fund

Section 9. 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 22nd day of April, 2014.

(S E A L)

ATTEST:

_____
CLERK OF COUNCIL

ADOPTED:

_____
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 22nd day of April, 2014.

ATTEST:

_____
CITY CLERK

APPROVED:

_____
MAYOR

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2014

	Original FY 2014 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	Proposed April Amend'ts	Proposed Amended Budgets
Revenues & Beg. Cash Balance:							
Taxes -Other	$31,000		$31,000		$31,000		$31,000
Licenses & Permits	4,459,500		4,459,500		$4,459,500		$4,459,500
Intergovernmental Revenues:							$0
Federal	1,312,743	300,000	1,612,743	-182,500	$1,430,243	4,837	$1,435,080
State	190,144		190,144	-23,045	$167,099		$167,099
State-Shared	21,556,000		21,556,000	-100,000	$21,456,000	300,000	$21,756,000
County/City Shared	80,640		80,640	4,070	$84,710		$84,710
Charges for Services:					$0		$0
Public Safety	190,000		190,000	4,712	$194,712		$194,712
Streets	20,100		20,100		$20,100		$20,100
Sanitation	2,220,000		2,220,000		$2,220,000		$2,220,000
Misc.	0		0		$0		$0
Fines & Forf.	1,602,000		1,602,000		$1,602,000		$1,602,000
Misc. Revenues	150,540		150,540	27,000	$177,540		$177,540
Transfers-In	604,000		604,000		$604,000		$604,000
Non-Revenue Receipts	1,914,400		1,914,400	2,465,100	$4,379,500		$4,379,500
TOTAL REVENUES EXCLUSIVE OF			0		0		$0
PROPERTY TAXES	$34,331,067	$300,000	$34,631,067	$2,195,337	$36,826,404	$304,837	$37,131,241
Beg. Fund Balance	4,600,000	423,225	5,023,225		$5,023,225		5,023,225
Property Tax Levy	12,385,000	0	12,385,000		$12,385,000		12,385,000
TOTAL AVAIL. REVENUES	**$51,316,067**	**$723,225**	**$52,039,292**	**$2,195,337**	**$54,234,629**	**$304,837**	**$54,539,466**
THE GENERAL FUND EXPENDITURE BUDGETS:							
City Council							
Personnel	$210,215		$210,215		$210,215		210,215
Supplies & Expenses	3,400		3,400		$3,400		3,400
Other Services & Charges	122,440		122,440		$122,440		122,440
Capital Outlays	0		0		$0		0
Total - City Council	$336,055	$0	$336,055	$0	$336,055	$0	$336,055
City Court							
Personnel	$913,163		$913,163		$913,163		913,163
Supplies & Expenses	19,500		19,500		$19,500		19,500
Other Services & Charges	80,000		80,000		$80,000		80,000
Capital Outlays	0		0		$0		0
Total - City Court	$1,012,663	$0	$1,012,663	$0	$1,012,663	$0	$1,012,663
Mayor/Admin.							
Personnel	$539,621	$1,120	$540,741		$540,741		540,741
Supplies & Expenses	12,900		12,900		$12,900		12,900
Other Services & Charges	102,650	17,483	120,133	1,067	$121,200		121,200
Capital Outlays	38,000		38,000		$38,000		38,000
Total - Mayor/Admin.	$693,171	$18,603	$711,774	$1,067	$712,841	$0	$712,841
Elections							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0	21,800	21,800	-5,600	$16,200		16,200
Capital Outlays	0		0		$0		0
Total - Elections	$0	$21,800	$21,800	-$5,600	$16,200	$0	$16,200
Muni. Clerk							
Personnel	$156,959		$156,959		$156,959		$156,959
Supplies & Expenses	3,800		3,800		$3,800		3,800
Other Services & Charges	34,540		34,540		$34,540		34,540
Capital Outlays	0		0		$0		0
Total - Muni Clerk	$195,299	$0	$195,299	$0	$195,299	$0	$195,299
Accounting							
Personnel	$275,316		$275,316		$275,316		$275,316
Supplies & Expenses	6,860		6,860		$6,860		6,860
Other Services & Charges	2,075		2,075		$2,075		2,075
Capital Outlays	2,900		2,900		$2,900		2,900
Total - Accounting	$287,151	$0	$287,151	$0	$287,151	$0	$287,151
Purchasing							
Personnel	$135,682		$135,682		$135,682		$135,682
Supplies & Expenses	6,250		6,250		$6,250		6,250
Other Services & Charges	1,320		1,320	100	$1,420		1,420
Capital Outlays			0		$0		0
Total - Purchasing	$143,252	$0	$143,252	$100	$143,352	$0	$143,352
City Attorney							
Personnel	$94,320		$94,320		$94,320		$94,320
Supplies & Expenses	0		0		$0		0
Other Services & Charges	18,500		18,500		$18,500		18,500
Capital Outlays	0		0		$0		0
Total - City Attorney	$112,820	$0	$112,820	$0	$112,820	$0	$112,820
Human Resources							
Personnel	$198,234		$198,234		$198,234		$198,234
Supplies & Expenses	8,920		8,920		$8,920		8,920
Other Services & Charges	4,640		4,640		$4,640		4,640
Capital Outlays	3,200		3,200		$3,200		3,200

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2014

	Original FY 2014 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	Proposed April Amend'ts	Proposed Amended Budgets
Total - Human Resources	$214,994	$0	$214,994	$0	$214,994	$0	$214,994
Loss Control							
Personnel	$106,457		$106,457		$106,457		$106,457
Supplies & Expenses	5,505	672	6,177		$6,177		6,177
Other Services & Charges	4,845		4,845		$4,845		4,845
Capital Outlays	0		0		$0		0
Total - Loss Control	$116,807	$672	$117,479	$0	$117,479	$0	$117,479
Urban Development							
Personnel	$509,016	$1,285	$510,301		$510,301		$510,301
Supplies & Expenses	28,374		28,374	2,000	$30,374	$6,337	36,711
Other Services & Charges	112,069		112,069	25,000	$137,069	-$16,807	120,262
Capital Outlays	0		0		$0		0
Total - Urban Dev.	$649,459	$1,285	$650,744	$27,000	$677,744	-$10,470	$667,274
Information Systems							
Personnel	$388,604		$388,604		$388,604		$388,604
Supplies & Expenses	46,100		46,100		$46,100		46,100
Other Services & Charges	432,925		432,925	9,000	$441,925		441,925
Capital Outlays	321,500	92,005	413,505		$413,505		413,505
Total - Inf. Systems	$1,189,129	$92,005	$1,281,134	$9,000	$1,290,134	$0	$1,290,134
Gen. Gov't Building							
Personnel			$0		$0		$0
Supplies & Expenses	27,610		27,610		$27,610		27,610
Other Services & Charges	177,758	1,925	179,683		$179,683	$3,000	182,683
Capital Outlays			0		$0		0
Total - Gen. Gov't Building	$205,368	$1,925	$207,293	$0	$207,293	$3,000	$210,293
Intermodal Facility (Depot) O & M:							
Personnel			$0		$0		$0
Supplies & Expenses	13,500		13,500		$13,500		13,500
Other Services & Charges	90,340	50,000	140,340		$140,340	$10,000	150,340
Capital Outlays			0		$0		0
Total - Depot O & M	$103,840	$50,000	$153,840	$0	$153,840	$10,000	$163,840
Metro Planning							
Personnel	$211,706		$211,706		$211,706		$211,706
Supplies & Expenses	17,450		17,450		$17,450		17,450
Other Services & Charges	210,200		210,200		$210,200		210,200
Capital Outlays	6,000		6,000		$6,000		6,000
Total - Metro Planning	$445,356	$0	$445,356	$0	$445,356	$0	$445,356
Gen. Gov't Insurance/Other serv.							
Personnel	$3,211		$3,211		$3,211		$3,211
Supplies & Expenses	1,200		1,200		$1,200		1,200
Other Services & Charges	1,672,168		1,672,168		$1,672,168	$286,000	1,958,168
Capital Outlays			0		$0		0
Total - Gen. Gov't Insur/other Serv.	$1,676,579	$0	$1,676,579	$0	$1,676,579	$286,000	$1,962,579
Federal Programs Administration							
Personnel	$135,909		135,909		$135,909		135,909
Supplies	4,100		4,100		$4,100		4,100
Other Services & Charges	9,150		9,150		$9,150		9,150
Capital Outlay	1,000		1,000		$1,000		1,000
Total - Federal Programs Admin.	$150,159	$0	$150,159	$0	$150,159	$0	$150,159
Recap - General Government Cost Centers							
Personnel	***$3,878,413***	***$2,405***	***$3,880,818***	***$0***	***$3,880,818***	***$0***	***$3,880,818***
Supplies & Expenses	***$205,469***	***$672***	***$206,141***	***$2,000***	***$208,141***	***$6,337***	***$214,478***
Other Services & Charges	***$3,075,620***	***$91,208***	***$3,166,828***	***$29,567***	***$3,196,395***	***$282,193***	***$3,478,588***
Capital Outlays	***$372,600***	***$92,005***	***$464,605***	***$0***	***$464,605***	***$0***	***$464,605***
Total - Gen. Government	***$7,532,102***	***$186,290***	***$7,718,392***	***$31,567***	***$7,749,959***	***$288,530***	***$8,038,489***
Police							
Personnel	$9,869,321	$3,122	$9,872,443		$9,872,443		$9,872,443
Supplies & Expenses	729,505	17,262	746,767		$746,767		746,767
Other Services & Charges	460,830	4,525	465,355	311	$465,666	$24,000	489,666
Capital Outlays	891,970	21,600	913,570	-9,512	$904,058		904,058
Total - Police	$11,951,626	$46,509	$11,998,135	-$9,201	$11,988,934	$24,000	$12,012,934
Police & Fire Training							
Personnel	$33,733		$33,733		$33,733		$33,733
Supplies & Expenses	155,320	23,719	179,039	230	$179,269		179,269
Other Services & Charges	136,710	3,270	139,980	1,770	$141,750		141,750
Capital Outlays	25,000		25,000		$25,000		25,000
Total - Police & Fire Training	$350,763	$26,989	$377,752	$2,000	$379,752	$0	$379,752
Fire							
Personnel	$6,782,570		$6,782,570		$6,782,570		$6,782,570
Supplies & Expenses	358,155	4,183	362,338		$362,338		362,338
Other Services & Charges	319,370	1,000	320,370		$320,370	$3,000	323,370
Capital Outlays	24,700		24,700	114,100	$138,800		138,800
Total - Fire Dept.	$7,484,795	$5,183	$7,489,978	$114,100	$7,604,078	$3,000	$7,607,078

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2014

	Original FY 2014 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	Proposed April Amend'ts	Proposed Amended Budgets
Code Enforcement							
Personnel	$577,594	$927	$578,521		$578,521		$578,521
Supplies & Expenses	32,200	238	32,438		$32,438		32,438
Other Services & Charges	58,150		58,150	58,630	$116,780		116,780
Capital Outlays	0	4,311	4,311		$4,311		4,311
Total - Code Enforcement	$667,944	$5,476	$673,420	$58,630	$732,050	$0	$732,050
Contractual Services - Public Safety							
Personnel	$191,130		$191,130		$191,130		$191,130
Supplies & Expenses	0		0		$0		0
Other Services & Charges	1,892,000		1,892,000		$1,892,000		1,892,000
Capital Outlays			0		$0		0
Total - Cont. Serv. - Public Safety	$2,083,130	$0	$2,083,130	$0	$2,083,130	$0	$2,083,130
Public Services Cost Centers:							
Traffic Maint.							
Personnel	$407,060		$407,060		$407,060		$407,060
Supplies & Expenses	171,420	11,201	182,621		$182,621		182,621
Other Services & Charges	54,100		54,100		$54,100		54,100
Capital Outlays	19,854		19,854		$19,854		19,854
Total - Traffic Maint.	$652,434	$11,201	$663,635	$0	$663,635	$0	$663,635
Streets							
Personnel	$1,680,140	$3,112	$1,683,252		$1,683,252		$1,683,252
Supplies & Expenses	455,500	73,683	529,183		$529,183		529,183
Other Services & Charges	223,700	34,340	258,040		$258,040		258,040
Capital Outlays	259,000	9,880	268,880		$268,880		268,880
Total - Streets	$2,618,340	$121,015	$2,739,355	$0	$2,739,355	$0	$2,739,355
Street Lights							
Personnel			$0		$0		$0
Supplies & Expenses			0		$0		0
Other Services & Charges	1,150,000		1,150,000		$1,150,000		1,150,000
Capital Outlays	0		0		$0		0
Total - Street Lights	$1,150,000	$0	$1,150,000	$0	$1,150,000	$0	$1,150,000
Engineering							
Personnel	$338,900		$338,900		$338,900		$338,900
Supplies & Expenses	20,550		20,550		$20,550		20,550
Other Services & Charges	278,950	77,244	356,194		$356,194	$500	356,694
Capital Outlays	36,345		36,345		$36,345		36,345
Total - Engineering	$674,745	$77,244	$751,989	$0	$751,989	$500	$752,489
Shop							
Personnel	$472,329		$472,329		$472,329		$472,329
Supplies & Expenses	46,475		46,475		$46,475		46,475
Other Services & Charges	47,150		47,150		$47,150	$10,000	57,150
Capital Outlays	0		0		$0		0
Total - Shop	$565,954	$0	$565,954	$0	$565,954	$10,000	$575,954
GOFS							
Personnel	$318,821	$1,183	$320,004		$320,004		$320,004
Supplies & Expenses	16,885		16,885		$16,885		16,885
Other Services & Charges	24,535		24,535		$24,535		24,535
Capital Outlays	0	3,102	3,102		$3,102		3,102
Total - GOFS	$360,241	$4,285	$364,526	$0	$364,526	$0	$364,526
Drainage							
Personnel	$176,439	$671	$177,110		$177,110		$177,110
Supplies & Expenses	77,150	10,888	88,038		$88,038		88,038
Other Services & Charges	433,000	76,515	509,515		$509,515		509,515
Capital Outlays	744,150	55,375	799,525	-157,250	$642,275		642,275
Total - Drainage	$1,430,739	$143,449	$1,574,188	-$157,250	$1,416,938	$0	$1,416,938
Construction							
Personnel	$698,134		$698,134		$698,134		$698,134
Supplies & Expenses	144,634		144,634		$144,634	$5,000	149,634
Other Services & Charges	114,035	57,994	172,029		$172,029		172,029
Capital Outlays	78,420		78,420		$78,420	$85,000	163,420
Total - Construction	$1,035,223	$57,994	$1,093,217	$0	$1,093,217	$90,000	$1,183,217
Sanitation							
Personnel	$1,245,489	$2,374	$1,247,863		$1,247,863		$1,247,863
Supplies & Expenses	342,400	6,086	348,486		$348,486		348,486
Other Services & Charges	1,228,200	19,438	1,247,638		$1,247,638		1,247,638
Capital Outlays	0		0	2,340,000	$2,340,000		2,340,000
Total - Sanitation	$2,816,089	$27,898	$2,843,987	$2,340,000	$5,183,987	$0	$5,183,987
Street Cleaning							
Personnel	$67,070		$67,070		$67,070		$67,070
Supplies & Expenses	23,700		23,700		$23,700		23,700
Other Services & Charges	11,400		11,400		$11,400		11,400
Capital Outlays	0		0		$0		0
Total - Street Cleaning	$102,170	$0	$102,170	$0	$102,170	$0	$102,170

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2014

	Original FY 2014 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	Proposed April Amend'ts	Proposed Amended Budgets
Health							
Personnel	$416,666		$416,666		$416,666		$416,666
Supplies & Expenses	144,941	5,970	150,911		$150,911		150,911
Other Services & Charges	7,500	3,576	11,076		$11,076		11,076
Capital Outlays	0		0		$0		0
Total - Health	$569,107	$9,546	$578,653	$0	$578,653	$0	$578,653
Recap - Public Services:							
Personnel	***$5,821,048***	***$7,340***	***$5,828,388***	***$0***	***$5,828,388***	***$0***	***$5,828,388***
Supplies & Expenses	***$1,443,655***	***107,828***	***1,551,483***	***0***	***$1,551,483***	***5,000***	***1,556,483***
Other Services & Charges	***$3,572,570***	***269,107***	***3,841,677***	***0***	***$3,841,677***	***10,500***	***3,852,177***
Capital Outlays	***$1,137,769***	***68,357***	***1,206,126***	***2,182,750***	***$3,388,876***	***85,000***	***3,473,876***
Total - Public Services	***$11,975,042***	***$452,632***	***$12,427,674***	***$2,182,750***	***$14,610,424***	***$100,500***	***$14,710,924***
Animal Control							
Personnel	$143,749		$143,749		$143,749		$143,749
Supplies & Expenses	23,950		23,950		$23,950		23,950
Other Services & Charges	122,423		122,423	2,510	$124,933		124,933
Capital Outlays	20,000		20,000		$20,000		20,000
Total - Animal Control	$310,122	$0	$310,122	$2,510	$312,632	$0	$312,632
Human/Social Assist.							
Personnel			$0		$0		$0
Supplies & Expenses			0		$0		0
Other Services & Charges	159,500		159,500	500	$160,000		160,000
Capital Outlays			0		$0		0
Total - Human/Social Assist.	$159,500	$0	$159,500	$500	$160,000		$160,000
Economic Dev.							
Personnel			$0		$0		$0
Supplies & Expenses			0		$0		0
Other Services & Charges	160,000		160,000		$160,000		160,000
Capital Outlays			0		$0		0
Total - Economic Dev.	$160,000	$0	$160,000	$0	$160,000		$160,000
Debt Service							
Principal	$1,223,140	$603,200	$1,826,340		$1,826,340		$1,826,340
Interest	145,675	$19,050	$164,725		$164,725		$164,725
Total Debt Service	$1,368,815	$622,250	$1,991,065	$0	$1,991,065	$0	$1,991,065
Airport							
Personnel	$104,025		$104,025		$104,025		$104,025
Supplies & Expenses	56,195		56,195		$56,195		56,195
Other Services & Charges	72,975	5,000	77,975		$77,975		77,975
Capital Outlays	53,510		53,510		$53,510		53,510
Total - Airport	$286,705	$5,000	$291,705	$0	$291,705	$0	$291,705
Cemetery							
Personnel	$691,862		$691,862		$691,862		$691,862
Supplies & Expenses	89,350		89,350		$89,350		89,350
Other Services & Charges	53,450		53,450		$53,450		53,450
Capital Outlays	69,500	58,300	127,800		$127,800		127,800
Total - Cemetery	$904,162	$58,300	$962,462	$0	$962,462	$0	$962,462
Parking Garages							
Personnel	$197,043	$3,210	$200,253		$200,253		$200,253
Supplies & Expenses	7,250		7,250		$7,250		7,250
Other Services & Charges	88,544	480	89,024		$89,024	$2,000	91,024
Capital Outlays	10,000		10,000		$10,000		10,000
Total - Parking Garages	$302,837	$3,690	$306,527	$0	$306,527	$2,000	$308,527
Transfers to Other Funds	$3,465,500		$3,465,500		$3,465,500		$3,465,500
EXPENDITURES & TRANSFERS	**$49,003,043**	**$1,412,319**	**$50,415,362**	**$2,382,856**	**$52,798,218**	**$418,030**	**$53,216,248**
Recap - General Fund							
Personnel	*$28,290,488*	*$17,004*	*$28,307,492*	*$0*	*$28,307,492*	*$0*	*$28,307,492*
Supplies & Expenses	*3,101,049*	*153,902*	*3,254,951*	*2,230*	*3,257,181*	*11,337*	*3,268,518*
Other Services & Charges	*10,172,142*	*374,590*	*10,546,732*	*93,288*	*10,640,020*	*321,693*	*10,961,713*
Capital Outlays	*2,605,049*	*244,573*	*2,849,622*	*2,287,338*	*5,136,960*	*85,000*	*5,221,960*
Principal Payments	*1,223,140*	*603,200*	*1,826,340*	*0*	*1,826,340*	*0*	*1,826,340*
Interest Payments	*145,675*	*19,050*	*164,725*	*0*	*164,725*	*0*	*164,725*
Total - Gen. Fund Cost Centers	*$45,537,543*	*$1,412,319*	*$46,949,862*	*$2,382,856*	*$49,332,718*	*$418,030*	*$49,750,748*
Transfers to Other Funds	*3,465,500*	*0*	*3,465,500*	*0*	*3,465,500*	*0*	*3,465,500*
Total - Expenditures & Transfers	*$49,003,043*	*$1,412,319*	*$50,415,362*	*$2,382,856*	*$52,798,218*	*$418,030*	*$53,216,248*
Ending Cash Budget	**$2,313,024**	**-$689,094**	**$1,623,930**	**-$187,519**	**$1,436,411**	**-$113,193**	**$1,323,218**

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2014

	Original FY 2014 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	Proposed April Amend'ts	Proposed Amended Budgets
Parks & Recreation (Fund #2):							
Recreation Maint. Cost Center							
Personnel	$1,132,878		$1,132,878		$1,132,878		$1,132,878
Supplies & Expenses	357,446		357,446		$357,446		357,446
Other Services & Charges	192,509	14,130	206,639		$206,639	3,000	209,639
Capital Outlays	395,535	146,162	541,697	20,000	$561,697		561,697
Total - Recreation Maint.	$2,078,368	$160,292	$2,238,660	$20,000	$2,258,660	3,000	$2,261,660
Recreation Admin.							
Personnel	$465,726		$465,726		$465,726		$465,726
Supplies & Expenses	100,490		100,490		$100,490		100,490
Other Services & Charges	456,884		456,884		$456,884	2,000	458,884
Capital Outlays	0		0		$0		0
Total - Recreation Admin.	$1,023,100	$0	$1,023,100	$0	$1,023,100	2,000	$1,025,100
Kamper Park Zoo							
Personnel			$0		$0		$0
Supplies & Expenses			0		$0		0
Other Services & Charges			0		$0		0
Capital Outlays			0		$0		0
Total - Kamper Park	$0	$0	$0	$0	$0	0	$0
Recap - Parks & Recreation Fund:							
Personnel	***$1,598,604***	***$0***	***$1,598,604***	***$0***	$1,598,604	***$0***	***$1,598,604***
Supplies & Expenses	***457,936***	***0***	***457,936***	***0***	$457,936	***0***	***457,936***
Other Services & Charges	***649,393***	***14,130***	***663,523***	***0***	$663,523	***5,000***	***668,523***
Capital Outlays	***395,535***	***146,162***	***541,697***	***20,000***	$561,697	***0***	***561,697***
Total - Recreation Maint.	***$3,101,468***	***$160,292***	***$3,261,760***	***$20,000***	***$3,281,760***	***$5,000***	***$3,286,760***
Municipal Fire Protection (Fund #5):							
Personnel			$0		$0		$0
Supplies & Expenses	72,000		72,000		$72,000		72,000
Other Services & Charges	30,500		30,500		$30,500		30,500
Capital Outlays	443,761		443,761		$443,761		443,761
Principal Payments	152,673		152,673		$152,673		152,673
Interest Payments	19,415		19,415		$19,415		19,415
Total - Municipal Fire Prot. Fun	***$718,349***	***$0***	***$718,349***	***$0***	***$718,349***	***$0***	***$718,349***
Special Streets (Fund #8):							
Personnel			$0		$0		$0
Supplies & Expenses			0		$0		0
Other Services & Charges	151,000		151,000		$151,000		151,000
Capital Outlays			0		$0		0
Total - Special Streets	***$151,000***	***$0***	***$151,000***	***$0***	***$151,000***	***0***	***$151,000***
Water & Sewer Operation & Maint. (Fund #9):							
Customer Accounts Cost Center							
Personnel	$393,105		$393,105	$4,310	$397,415		$397,415
Supplies & Expenses	31,120		31,120		$31,120		31,120
Other Services & Charges	136,400	2,375	138,775	10,000	$148,775		148,775
Capital Outlays	24,000		24,000		$24,000		24,000
Total - Customer Accounts	$584,625	$2,375	$587,000	$14,310	$601,310	0	$601,310
Water Transmission Cost Center							
Personnel	$755,944	$671	$756,615		$756,615		$756,615
Supplies & Expenses	236,800		236,800		$236,800		236,800
Other Services & Charges	447,000		447,000		$447,000	200,000	647,000
Capital Outlays	125,000		125,000		$125,000		125,000
Total - Water Trans.	$1,564,744	$671	$1,565,415	$0	$1,565,415	200,000	$1,765,415
Plant Cost Center							
Personnel	$585,240		$585,240	$2,570	$587,810		$587,810
Supplies & Expenses	181,750		181,750		$181,750		181,750
Other Services & Charges	997,000	45,000	1,042,000		$1,042,000	100,000	1,142,000
Capital Outlays	146,500		146,500		$146,500		146,500
Total - Plant	$1,910,490	$45,000	$1,955,490	$2,570	$1,958,060	100,000	$2,058,060
Sewer Cost Center							
Personnel	$711,068		$711,068		$711,068		$711,068
Supplies & Expenses	309,750	2,054	311,804		$311,804		311,804
Other Services & Charges	1,040,100		1,040,100		$1,040,100		1,040,100
Capital Outlays	33,000		33,000		$33,000		33,000
Total - Water Trans.	$2,093,918	$2,054	$2,095,972	$0	$2,095,972	0	$2,095,972
Lagoon Cost Center							
Personnel	$271,624		$271,624		$271,624		$271,624
Supplies & Expenses	383,800		383,800		$383,800		383,800
Other Services & Charges	1,449,000		1,449,000		$1,449,000		1,449,000
Capital Outlays	565,000	13,787	578,787		$578,787		578,787
Principal Payments			0		$0		0
Interest Payments			0		$0		0
Total - Lagoon Cost Center	$2,669,424	$13,787	$2,683,211	$0	$2,683,211	0	$2,683,211
Recap: Water & Sewer O & M Fund:							
Personnel	***$2,716,981***	***$671***	***$2,717,652***	***$6,880***	$2,724,532	***$0***	***$2,724,532***
Supplies & Expenses	***1,143,220***	***2,054***	***1,145,274***	***0***	$1,145,274	***0***	***1,145,274***
Other Services & Charges	***4,069,500***	***47,375***	***4,116,875***	***10,000***	$4,126,875	***300,000***	***4,426,875***
Capital Outlays	***893,500***	***13,787***	***907,287***	***0***	$907,287	***0***	***907,287***
Principal Payments	***0***	***0***	***0***	***0***	$0	***0***	***0***

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2014

	Original FY 2014 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	Proposed April Amend'ts	Proposed Amended Budgets
Interest Payments	*0*	*0*	*0*	*0*	$0	*0*	*0*
Total - Water & Sewer O & M Fu	*$8,823,201*	*$63,887*	*$8,887,088*	*$16,880*	*$8,903,968*	*$300,000*	*$9,203,968*
Water & Sewer Bond & Int. (Fund #10):							
Principal Payments	$2,698,455		$2,698,455	$2,426,545	$5,125,000		$5,125,000
Interest Payments	$1,194,870		$1,194,870	$534,168	$1,729,038		$1,729,038
Paying Agent Fees	$2,500	$5,000	$7,500		$7,500		$7,500
Total - W & S Bond & Int. Fund	*$3,895,825*	*$5,000*	*$3,900,825*	*$2,960,713*	*$6,861,538*	*0*	*$6,861,538*
Water & Sewer Revenue (Fund #11):							
Principal Payments	$375,287		$375,287		$375,287		$375,287
Interest Payments	57,971		57,971		$57,971		57,971
other services & charges	22,400		22,400		$22,400		22,400
Transfers to other funds	14,874,942		14,874,942		$14,874,942	153,000	15,027,942
Total - W & S Revenue Fund	*$15,330,600*	*$0*	*$15,330,600*	*$0*	*$15,330,600*	*153,000*	*$15,483,600*
1999 Tax Increment (Walmart) Bond & Int (Fund #12):							
Principal Payments	$60,000		$60,000		$60,000		$60,000
Interest Payments	6,300		6,300		$6,300		$6,300
Paying Agent Fees	2,000		2,000		$2,000		$2,000
Total - 1999 TIF Bond & Int Fund	*$68,300*	*0*	*$68,300*	*0*	*$68,300*	*0*	*$68,300*
City Bond & Interest (Fund #13):							
Principal Payments	$2,952,431		$2,952,431		$2,952,431		$2,952,431
Interest Payments	518,732		518,732		$518,732		518,732
Other Services & Charges	28,500		28,500		$28,500	7,000	35,500
Paying Agent Fees	15,000		15,000		$15,000		15,000
Total - 1999 TIF Bond & Int Fund	*$3,514,663*	*$0*	*$3,514,663*	*$0*	*$3,514,663*	*$7,000*	*$3,521,663*
USA Yeast Bond & Interest (Fund #15):							
Principal Payments	$0	$0	$0		$0		$0
Interest Payments	0	0	0		$0		0
other services & charges	0		0		$0		0
Total - 1999 TIF Bond & Int Fund	*$0*	*0*	*$0*	*0*	*$0*	*0*	*$0*
Police Fines & Forfeitures (Fund #19):							
Personnel			$0		$0		$0
Supplies & Expenses	143,000	5,810	148,810	5,687	$154,497	7,143	161,640
Other Services & Charges	30,000		30,000		$30,000		30,000
Capital Outlays	77,000	-13,156	63,844	11,602	$75,446	14,957	90,403
Transfers			0		$0		0
Total - Fines & Forf. Fund	*$250,000*	*-$7,346*	*$242,654*	*$17,289*	*$259,943*	*$22,100*	*$282,043*
Series 2002 TIF Bond & Int (Southern Pointe, Fund #20):							
Principal Payments	$0		$0		$0		$0
Interest Payments	0		0		$0		0
other services & charges	0		0		$0		0
Total - 1999 TIF Bond & Int Fund	*$0*	*0*	*$0*	*0*	*$0*	*0*	*$0*
Series 2004 TIF Bond & Int (Home Depot, Fund #21):							
Principal Payments	$80,000		$80,000		$80,000		$80,000
Interest Payments	5,152		5,152		$5,152		5,152
other services & charges	1,000		1,000		$1,000		1,000
Total - 2004 TIF Bond & Int Fund	*$86,152*	*0*	*$86,152*	*0*	*$86,152*	*0*	*$86,152*
Series 2003 TIF Bond & Int (Chauvet Sq., Fund #22):							
Principal Payments	$100,000		$100,000		$100,000		$100,000
Interest Payments	92,633		92,633		$92,633		92,633
other services & charges	2,000		2,000		$2,000		2,000
Transfers to other Funds			0		$0		0
Total - 2003 TIF Bond & Int Fund	*$194,633*	*$0*	*$194,633*	*$0*	*$194,633*	*0*	*$194,633*
Series 2007 TIFBond & Int (Turtle Creek Fund 23):							
Principal Payments	407,668		407,668		$407,668		407,668
Interest Payments	49,312		49,312		$49,312		49,312
Other Services & Charges	5,000		5,000		$5,000		5,000
Total - 2007 TIF Bond & Int Fund	*$461,980*		*$461,980*		*$461,980*	*$0*	*$461,980*
Series 2008 TIF Bond & Int (Lincoln Center Fund 24):							
Principal Payments	$40,000		40,000		$40,000		40,000
Interest Payments	$18,000		18,000		$18,000		18,000
Other Services & Charges	$1,000		1,000		$1,000		1,000
Total - 2008 TIF Bond & Int Fund	*$59,000*	*$0*	*$59,000*	*$0*	*$59,000*	*$0*	*$59,000*
Series 2011 TIF Bond & Int (Turtle Creek Commons/Kohl's Fund 25):							
Principal Payments	$60,000		60,000		$60,000		60,000
Interest Payments	$29,000		29,000		$29,000		29,000
Other Services & Charges	$2,000		2,000		$2,000		2,000
Total - 2008 TIF Bond & Int Fund	*$91,000*	*$0*	*$91,000*	*$0*	*$91,000*	*$0*	*$91,000*
Airport Imp. (Fund #39):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	350,000	-148,666	201,334		$201,334		201,334
Capital Outlays	1,370,728		1,370,728	-428,205	$942,523		942,523
Total - Airport Imp. Fund	*$1,720,728*	*-$148,666*	*$1,572,062*	*-$428,205*	*$1,143,857*	*$0*	*$1,143,857*
2009 Gen.Oblig.Refunding Bonds (Fund #50)							
Bonds Redeemed			0		0		0

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2014

	Original FY 2014 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	Proposed April Amend'ts	Proposed Amended Budgets
Interest on Bonds			0		0		0
Paying Agent Fees			0		0		0
Other Services & Charges			0		0		0
Total - 2007 G.O.Refunding	0	0	0		0	0	0
Municipal Road & Bridge (Fund #72):							
Personnel			$0		$0		$0
Supplies & Expenses	0	13,075	13,075		$13,075		13,075
Other Services & Charges	463,000	55,778	518,778	100,000	$618,778		618,778
Capital Outlays	6,360,100	3,925	6,364,025	726,847	$7,090,872		7,090,872
Principal	25,065		25,065		$25,065		25,065
Interest	4,918		4,918		$4,918		4,918
Total - Municipal Road & Bridg	*$6,853,083*	*$72,778*	*$6,925,861*	*$826,847*	*$7,752,708*	*$0*	*$7,752,708*
Mass Transit (Fund #73):							
Personnel	$679,495		$679,495		$679,495		$679,495
Supplies & Expenses	224,000		224,000		$224,000		224,000
Other Services & Charges	193,850	4,739	198,589		$198,589		198,589
Capital Outlays	833,241		833,241	-141,200	$692,041		692,041
Total - Mass Transit Fund	*$1,930,586*	*$4,739*	*$1,935,325*	*-$141,200*	*$1,794,125*	*$0*	*$1,794,125*
Water & Sewer Construction (Fund #75):							
Personnel			$0		$0		$0
Supplies & Expenses			0		$0		0
Other Services & Charges	1,600,000	-658,092	941,908	-844,367	$97,541		97,541
Capital Outlays	4,382,000	54,808	4,436,808	-474,058	$3,962,750	153,000	4,115,750
Total - W & S Construction Fun	*$5,982,000*	*-$603,284*	*$5,378,716*	*-$1,318,425*	*$4,060,291*	*$153,000*	*$4,213,291*
Community Centers (Fund #77):							
Personnel	$519,747	$548	$520,295		$520,295		$520,295
Supplies & Expenses	67,900		67,900		$67,900		67,900
Other Services & Charges	219,550	10,715	230,265		$230,265		230,265
Capital Outlays	274,500		274,500		$274,500		274,500
Total - Community Centers Fun	*$1,081,697*	*$11,263*	*$1,092,960*	*$0*	*$1,092,960*	*$0*	*$1,092,960*
Series 2009 G.O. Bonds - AMR Project (Fund #78)							
Supplies			0		$0		0
Other Services & Charges	$15,000	$18,871	33,871		$33,871		33,871
Capital Outlay	15,000	-$15,000	0		$0		0
Total - Series 2009 G.O. Bonds	*$30,000*	*$3,871*	*$33,871*	*$0*	*$33,871*	*0*	*$33,871*
Community Dev. Block Grant (Fund #82):							
Personnel	$232,943		$232,943		$232,943		$232,943
Supplies & Expenses	7,500		7,500		$7,500		7,500
Other Services & Charges	462,686		462,686		$462,686		462,686
Capital Outlays	1,173,237	-32,262	1,140,975		$1,140,975		1,140,975
Transfers			0		$0		0
Total - CDBG Fund	*$1,876,366*	*-$32,262*	*$1,844,104*	*$0*	*$1,844,104*	*$0*	*$1,844,104*
Series 2002 TIF (Southern Pointe) Construction (Fund # 88):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0		0
Capital Outlays	0		0		$0		0
Transfers to other Funds			0		$0		0
Total - Series 2002 Const. Fun	*$0*	*$0*	*$0*	*$0*	*$0*	*0*	*$0*
Series 2004 TIF (Home Depot) Construction (Fund # 89):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0		0
Capital Outlays	0		0		$0		0
Transfers	0		0		$0		0
Total - Series 2004 Const. Fun	*$0*	*$0*	*$0*	*$0*	*$0*	*0*	*$0*
Series 2008 G.O. Note (Downtown Lighting)(Fund # 90):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0		0
Capital Outlays			0		$0		0
Transfers	0		0		$0		0
Total - Series 2004 Const. Fun	*$0*	*$0*	*$0*	*$0*	*$0*	*0*	*$0*
TIF Construction (Fund # 91):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0	143,000	143,000
Capital Outlays	0		0		$0	2,209,076	2,209,076
Transfers	0		0		$0	247,924	247,924
Total - Series 2004 Const. Fun	*$0*	*$0*	*$0*	*$0*	*$0*	*2,600,000*	*$2,600,000*
Series 2001 G.O. Bond Construction (Fund # 95):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0		0
Capital Outlays	100,000	45,361	145,361		$145,361		145,361
Transfers	0		0		$0		0
Total - Series 2001 Const. Fun	*$100,000*	*$45,361*	*$145,361*	*$0*	*$145,361*	*0*	*$145,361*

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2014

	Original FY 2014 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	Proposed April Amend'ts	Proposed Amended Budgets
Mississippi Dev. Bank Construction (Fund # 96):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges			0		$0		0
Capital Outlays	109,000	797	109,797	28	$109,825		109,825
Total - MDB Fund	***$109,000***	***$797***	***$109,797***	***$28***	***$109,825***	***0***	***$109,825***
Kamper Park Imp. (Fund #98):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0		0
Capital Outlays	2,000	237	2,237		$2,237		2,237
Total - Kamper Park Imp. Fund	***$2,000***	***$237***	***$2,237***	***$0***	***$2,237***	***0***	***$2,237***
Series 2010 Water & Sewer G.O. Constr. (Fund #99):							
Personnel					$0		
Supplies & Expenses					$0		
Other Services & Charges			0		$0		0
Capital Outlay	$997,128	***-$490,639***	506,489	-$506,489	$0		0
Transfers out			0	$1,447	$1,447		
Total - Series 2010 Constr.	***$997,128***	***-$490,639***	***$506,489***	***-$505,042***	***$1,447***	***$0***	***$0***
Series 2013 Water & Sewer Revenue Constr. (Fund #105):							
Personnel					$0		0
Supplies & Expenses					$0		0
Other Services & Charges				$6,698,036	$6,698,036		6,698,036
Capital Outlay				$18,291,614	$18,291,614		18,291,614
Transfers				$3,010,350	$3,010,350		3,010,350
Total - Series 2013 Constr.	***$0***	***$0***	***$0***	***$28,000,000***	***$28,000,000***	***$0***	***$28,000,000***
Series 2012 Water & Sewer Const. (Fund #94):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0		0
Capital Outlays	1,163,040	-373,872	789,168		$789,168		789,168
Transfers Out	0		0		$0		0
Total - Series 2006 Const.	***$1,163,040***	***-$373,872***	***$789,168***	***$0***	***$789,168***	***0***	***$789,168***
GRAND TOTAL - FUNDS OTHER THAN THE GENERAL FUND	$58,591,799	-$1,287,844	$57,303,955	$29,448,885	$86,752,840	$3,240,100	$89,991,493
General Fund	$49,003,043	$1,412,319	$50,415,362	$2,382,856	$52,798,218	$418,030	$53,216,248
TOTAL EXPENDITURES & TRANS	$107,594,842	$124,475	$107,719,317	$31,831,741	$139,551,058	$3,658,130	$143,207,741
Less: Interfund Transfers	-18,340,442	0	-18,340,442	-3,011,797	-21,352,239	-400,924	-21,751,716
TOTAL EXPENDITURES	$89,254,400	$124,475	$89,378,875	$28,819,944	$118,198,819	$3,257,206	$121,456,025
Recap of City-Wide Expenditure Budgets:							
Personnel	***$34,038,258***	***$18,223***	***$34,056,481***	***$6,880***	***$34,063,361***	***$0***	***$34,063,361***
Supplies & Expenses	***$5,216,605***	***$174,841***	***$5,391,446***	***$7,917***	***$5,399,363***	***$18,480***	***$5,417,843***
Other Services & Charges	***$18,488,021***	***-$275,560***	***$18,212,461***	***$6,056,957***	***$24,269,418***	***$776,693***	***$25,046,111***
Capital Outlays	***$21,194,819***	***-$415,279***	***$20,779,540***	***$1,495,863***	***$22,275,403***	***$2,462,033***	***$24,737,436***
Principal Payments	***8,174,719***	***603,200***	***8,777,919***	***20,718,159***	***29,496,078***	***0***	***29,496,078***
Interest Payments	***2,141,978***	***19,050***	***2,161,028***	***534,168***	***2,695,196***	***0***	***2,695,196***
Total Expenditure Budgets	***$89,254,400***	***$124,475***	***$89,378,875***	***$28,819,944***	***$118,198,819***	***$3,257,206***	***$121,456,025***

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

GENERAL FUND:

REVENUES & BEG. CASH:	
Taxes - Other	$31,000
Licenses & Permits	4,459,500
Inter-governmental Revenues:	
Federal Grants	1,435,080
State Grants	167,099
State-Shared Revenues	21,756,000
County Shared Revenues	84,710
Charges for Services:	
Public safety	194,712
Streets	20,100
Sanitaiton	2,220,000
Misc.	0
Fines & Forfeits	1,602,000
Miscellaneous	177,540
Transfers-In	604,000
Non-Revenue Receipts	4,379,500
Total From All Sources Other Than taxation	37,131,241
Beginning Cash and Investment Balance	5,023,225
Amount to be Raised by Tax Levy	12,385,000
TOTAL FROM ALL SOURCES	**$54,539,466**

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	3,880,818
Supplies & Expenses	214,478
Other services & Charges	3,478,588
Capital Outlays	464,605
Total - General Government	8,038,489
Police Dept.:	
Personnel	9,872,443
Supplies & Expenses	746,767
Other services & Charges	489,666
Capital Outlays	904,058
Total - Police Dept.	12,012,934
Police & Fire Training:	
Personnel	33,733
Supplies & Expenses	179,269
Other services & Charges	141,750
Capital Outlays	25,000
Total - Police & Fire Training	379,752
Fire Dept.:	
Personnel	6,782,570
Supplies & Expenses	362,338
Other services & Charges	323,370
Capital Outlays	138,800
Total - Fire Dept.	7,607,078
Land Development Administration:	
Personnel	578,521
Supplies & Expenses	32,438
Other services & Charges	116,780
Capital Outlays	4,311
Total - Land Dev. Admin.	732,050

Public Safety Contractual Services:	
Personnel	191,130
Other services & Charges	1,892,000
Total - Pub. Safety Cont. Serv.	2,083,130
Public Services:	
Personnel	5,828,388
Supplies & Expenses	1,556,483
Other services & Charges	3,852,177
Capital Outlays	3,473,876
Total - Public Services	14,710,924
Animal Control	
Personnel	143,749
Supplies & Expenses	23,950
Other services & Charges	124,933
Capital Outlays	20,000
Total - Animal Control	312,632
Human/Social	
Other services & Charges	160,000
Total - Human/Social	160,000
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	160,000
Capital Outlays	0
Total - Eco. Dev.	160,000
Debt Service:	
Prinicpal Payments	1,826,340
Interest Payments	164,725
Total - Debt service	1,991,065
Airport	
Personnel	104,025
Supplies & Expenses	56,195
Other services & Charges	77,975
Capital Outlays	53,510
Total - Airport	291,705
Cemetery	
Personnel	691,862
Supplies & Expenses	89,350
Other services & Charges	53,450
Capital Outlays	127,800
Total - Cemetery	962,462
Parking Garages	
Personnel	200,253
Supplies & Expenses	7,250
Other services & Charges	91,024
Capital Outlays	10,000
Total - Parking Garages	308,527
Operating Transfers Out	3,465,500
Total Expenditures & Transfers	**53,216,248**
Ending Cash Balance	**$1,323,218**
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$54,539,466**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	$0
State Grants	0
County Shared Revenues	65,000
Misc. grants	0
Charges for Services:	
Culture & Recreation	32,850
Miscellaneous	26,400
Transfers-In	2,045,500
Non-Revenue Receipts	35,000
Total From All Sources Other Than taxation	2,204,750
Beginning Cash and Investment Balance	556,977
Amount to be Raised by Tax Levy	800,000
TOTAL FROM ALL SOURCES	**$3,561,727**

EXPENDITURES & ENDING CASH:

Culture & Recreation:	
Personnel	1,598,604
Supplies & Expenses	457,936
Other services & Charges	668,523
Capital Outlays	561,697
Total Expenditures	$3,286,760
Cash balance at End of Year	274,967
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$3,561,727**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

MUNICIPAL FIRE PROTECTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
State-Shared Revenues	$235,000
Charges for Services	95,652
Fines & Forfeits	1,500
Miscellaneous	10,000
Transfers In	0
Non-Revenue Receipts	0
Total From All Sources Other Than taxation	342,152
Beginning Cash and Investment Balance	886,080
TOTAL FROM ALL SOURCES	**$1,228,232**

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	$0
Supplies & Expenses	72,000
Other services & Charges	30,500
Capital Outlays	443,761
Lease Debt Service - Principal	152,673
Lease Debt Service - Interest	19,415
Total Expenditures	$718,349
Cash balance at End of Year	509,883
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$1,228,232**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

SPECIAL STREET
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	$0
State Shared Revenues	55,000
Misc. grants	0
Miscellaneous	1,000
Non-Revenue Receipts	0
Total From All Sources Other Than taxation	56,000
Beginning Cash and Investment Balance	102,280
TOTAL FROM ALL SOURCES	**$158,280**

EXPENDITURES & ENDING CASH:

Public Services:	
Supplies & Expenses	0
Other services & Charges	151,000
Capital Outlays	0
Total Expenditures	$151,000
Cash balance at End of Year	7,280
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$158,280**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

WATER & SEWER OPERATION AND MAINTENANCE FUND:

REVENUES & BEG. CASH:	
Charges for Services	$25,000
Transfers-In	8,395,911
Miscellaneous	2,800
Non-Revenue Receipts	
Total From All Sources Other Than taxation	8,423,711
Beginning Cash and Investment Balance	1,403,616
TOTAL FROM ALL SOURCES	**$9,827,327**
EXPENDITURES & ENDING CASH:	
Personnel	2,724,532
Supplies & Expenses	1,145,274
Other services & Charges	4,426,875
Capital Outlays	907,287
Lease Debt Service - Principal	0
Lease Debt Service - Interest	0
Total Expenditures	$9,203,968
Cash balance at End of Year	623,359
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$9,827,327**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

WATER & SEWER BOND AND INTEREST FUND:

REVENUES & BEG. CASH:	
Transfers-In	$8,370,417
Miscellaneous	0
Non-Revenue Receipts	
Total Revenues	8,370,417
Beginning Cash Balance	2,052,881
TOTAL FROM ALL SOURCES	**$10,423,298**
EXPENDITURES & ENDING CASH:	
Bonds Redeemed	5,125,000
Interest on Bonds	1,729,038
Paying Agent Fees	7,500
Total Expenditures	**6,861,538**
Cash balance at End of Year	3,561,760
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$10,423,298**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

WATER & SEWER ENTERPRISE FUND:

REVENUES & BEG. CASH:	
Charges for Services:	
Licenses, Permits & Fees	$4,000
Miscellaneous	2,500
Metered Water Sales	7,306,500
Taps	175,000
Water Turn-On Fees	70,000
Sewer Connections	15,000
Sewer Charges	7,910,600
Total Revenues	15,483,600
Beginning Fund Balance	0
TOTAL FROM ALL SOURCES	**$15,483,600**
EXPENDITURES & ENDING CASH:	
Other Services & Charges	22,400
Principal Redeemed - Notes	375,287
Interest on Notes	57,971
Operating Transfers Out	15,027,942
Total Expenditures	**$15,483,600**
Cash balance at End of Year	**$0**
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$15,483,600**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

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

REVENUES & BEG. CASH:	
Interest	$0
County-Shared Revenues	0
Total From All Sources Other Than taxation	0
Beginning Cash and Investment Balance	74,590
Amount to be Raised by Tax Levy	68,300
TOTAL FROM ALL SOURCES	**$142,890**
EXPENDITURES & ENDING CASH:	
General Issues:	
Bonds Redeemed	60,000
Interest on Bonds	6,300
Paying Agent Fees	2,000
Other Services & Charges	
Total Expenditures	$68,300
Cash balance at End of Year	74,590
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$142,890**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

CITY BOND & INTEREST FUND (DEBT SERVICE FUND):

REVENUES & BEG. CASH:	
County-Shared Revenues	$5,210
Interest	2,000
Non-Revenue receipts	215,240
Transfers-In	399,330
Total From All Sources Other Than taxation	621,780
Beginning Cash and Investment Balance	2,616,326
Amount to be Raised by Tax Levy	2,800,000
TOTAL FROM ALL SOURCES	**$6,038,106**
EXPENDITURES & ENDING CASH:	
General Issues:	
Bonds Redeemed	2,952,431
Interest on Bonds	518,732
Other Services & Charges	35,500
Paying Agent Fees	15,000
Total Expenditures	$3,521,663
Cash balance at End of Year	2,516,443
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$6,038,106**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

FINES & FORFEITURES FUND:

REVENUES & BEG. CASH:

State grants	
Charges for Services	1,182
Fines & Forfeits	38,207
Miscellaneous	0
Non-Revenue Receipts	0
Total From All Sources Other Than taxation	39,389
Beginning Cash and Investment Balance	242,654
TOTAL FROM ALL SOURCES	**$282,043**

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	0
Supplies & Expenses	161,640
Other services & Charges	30,000
Capital Outlays	90,403
Transfers Out	
Total Expenditures	$282,043
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$282,043**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

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

REVENUES & BEG. CASH:	
Interest	$0
Transfers In	$247,924
County-Shared Revenues	0
Total From All Sources Other Than taxation	247,924
Beginning Cash and Investment Balance	14,629
Amount to be Raised by Tax Levy	0
TOTAL FROM ALL SOURCES	**$262,553**
EXPENDITURES & ENDING CASH:	
General Issues:	
Bonds Redeemed	0
Interest on Bonds	0
Other Services & Charges	0
Total Expenditures	**$0**
Cash balance at End of Year	262,553
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$262,553**

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

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

REVENUES & BEG. CASH:	
Interest	$100
County-Shared Revenues	29,300
Transfer From Other Funds	0
Total From All Sources Other Than taxation	29,400
Beginning Cash and Investment Balance	122,495
Amount to be Raised by Tax Levy	57,051
TOTAL FROM ALL SOURCES	**$208,946**
EXPENDITURES & ENDING CASH:	
General Issues:	
Bonds Redeemed	80,000
Interest on Bonds	5,152
Other Services & Charges	1,000
Total Expenditures	**$86,152**
Cash balance at End of Year	122,794
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$208,946**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

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

REVENUES & BEG. CASH:	
Interest	$0
Transfer From Other Funds	0
Total From All Sources Other Than taxation	0
Beginning Cash and Investment Balance	151,289
Amount to be Raised by Tax Levy	203,625
TOTAL FROM ALL SOURCES	**$354,914**
EXPENDITURES & ENDING CASH:	
General Issues:	
Bonds Redeemed	100,000
Interest on Bonds	92,633
Other Services & Charges	2,000
Transfers to Other Funds	0
Total Expenditures	**$194,633**
Cash balance at End of Year	160,281
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$354,914**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

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

REVENUES & BEG. CASH:	
Interest	$300
County Shared Revenue	$114,245
Transfer From Other Funds	
Total From All Sources Other Than taxation	114,545
Beginning Cash and Investment Balance	251,063
Amount to be Raised by Tax Levy	360,900
TOTAL FROM ALL SOURCES	**$726,508**
EXPENDITURES & ENDING CASH:	
General Issues:	
Bonds Redeemed	407,668
Interest on Bonds	49,312
Other Services & Charges	5,000
Total Expenditures	$461,980
Cash balance at End of Year	264,528
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$726,508**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

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

REVENUES & BEG. CASH:	
Interest	$0
County Shared Revenue	$0
Transfer From Other Funds	0
Total From All Sources Other Than taxation	0
Beginning Cash and Investment Balance	130,456
Amount to be Raised by Tax Levy	67,533
TOTAL FROM ALL SOURCES	**$197,989**
EXPENDITURES & ENDING CASH:	
General Issues:	
Bonds Redeemed	40,000
Interest on Bonds	18,000
Other Services & Charges	1,000
Total Expenditures	$59,000
Cash balance at End of Year	138,989
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$197,989**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

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

REVENUES & BEG. CASH:	
Interest	$0
County Shared Revenue	$31,150
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	31,150
Beginning Cash and	
Investment Balance	22,526
Amount to be Raised by Tax Levy	68,410
TOTAL FROM ALL SOURCES	**$122,086**
EXPENDITURES & ENDING CASH:	
General Issues:	
Bonds Redeemed	60,000
Interest on Bonds	29,000
Other Services & Charges	2,000
Total Expenditures	$91,000
Cash balance at End of Year	31,086
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$122,086**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

AIRPORT IMPROVEMENT SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:	
Federal Grants	$1,070,125
State Shared Revenues	3,435
Miscellaneous	26,360
Transfers In	185,000
Non-Revenue Receipts	0
Total From All Sources Other Than taxation	1,284,920
Beginning Cash and Investment Balance	(126,123)
TOTAL FROM ALL SOURCES	**$1,158,797**
EXPENDITURES & ENDING CASH:	
Public Services:	
Other services & Charges	201,334
Capital Outlays	942,523
Total Expenditures	**$1,143,857**
Cash balance at End of Year	14,940
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$1,158,797**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

MUNICIPAL ROAD & BRIDGE SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
State Grants	$6,308,808
Federal Grants	0
County Shared Revenues	2,022,000
Miscellaneous	25,000
Non-Revenue Receipts	0
Total From All Sources Other Than taxation	8,355,808
Beginning Cash and Investment Balance	278,442
TOTAL FROM ALL SOURCES	**$8,634,250**

EXPENDITURES & ENDING CASH:

Public Services:	
Supplies & Expenses	13,075
Other services & Charges	618,778
Capital Outlays	7,090,872
Principal Payments	25,065
Interest Payments	4,918
Total Expenditures	**$7,752,708**
Cash balance at End of Year	881,542
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$8,634,250**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2014

MASS TRANSIT OPERATING
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	$1,227,966
State Grants	$0
Miscellaneous	41,900
Transfers-In	285,000
Total From All Sources Other Than taxation	1,554,866
Beginning Cash and Investment Balance	298,075
Amount to be Raised by Tax Levy	200,000
TOTAL FROM ALL SOURCES	**$2,052,941**

EXPENDITURES & ENDING CASH:

Personnel	679,495
Supplies & Expenses	224,000
Other services & Charges	198,589
Capital Outlays	692,041
Total Expenditures	$1,794,125
Cash balance at End of Year	258,816
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$2,052,941**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

WATER & SEWER CONSTRUCTION FUND:

REVENUES & BEG. CASH:	
Inter-governmental Revenues:	
Federal Grants	$2,644,911
Miscellaneous	65,460
Transfers-In	823,411
Non-Revenue Receipts	0
Total From All Sources Other Than taxation	3,533,782
Beginning Cash and Investment Balance	1,313,845
TOTAL FROM ALL SOURCES	**$4,847,627**
EXPENDITURES & ENDING CASH:	
Other services & Charges	$97,541
Capital Outlays	4,115,750
Total Expenditures	4,213,291
Cash balance at End of Year	634,336
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$4,847,627**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

COMMUNITY CENTERS
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Charges for services:	
Culture & Recreation	$22,548
Miscellaneous	300
Transfers-In	950,000
Non-Revenue Receipts	33,027
Total From All Sources Other Than taxation	1,005,875
Beginning Cash and Investment Balance	87,085
TOTAL FROM ALL SOURCES	**$1,092,960**

EXPENDITURES & ENDING CASH:

Personnel	520,295
Supplies & Expenses	67,900
Other services & Charges	230,265
Capital Outlays	274,500
Total Expenditures	**$1,092,960**
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$1,092,960**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

SERIES 2009 (Water Meter Project) Bond Construction Fund:

REVENUES & BEG. CASH:	
Proceeds from Bond Issue	0
Interest Earnings	0
Total Revenues	0
Beginning Cash and Investment Balance	33,871
TOTAL FROM ALL SOURCES	**$33,871**
EXPENDITURES & ENDING CASH:	
Supplies	
Other services & Charges	33,871
Capital Outlays	0
Total Expenditures	$33,871
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$33,871**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

COMMUNITY DEVELOPMENT BLOCK GRANT SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Federal Grants	$1,873,014
Transfers In	0
Total From All Sources Other Than taxation	1,873,014
Beginning Cash and Investment Balance	(28,910)
TOTAL FROM ALL SOURCES	**$1,844,104**

EXPENDITURES & ENDING CASH:

Personnel	232,943
Supplies & Expenses	7,500
Other services & Charges	462,686
Capital Outlays	1,140,975
Transfers	
Total Expenditures	$1,844,104
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$1,844,104**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

SERIES 2014 (Southern Pointe) TIF Bond
Construction Fund:

REVENUES & BEG. CASH:	
Proceeds from Bond Issue	$2,600,000
Interest Earnings	
Total Revenues	2,600,000
Beginning Cash and	
Investment Balance	0
TOTAL FROM ALL SOURCES	**$2,600,000**
EXPENDITURES & ENDING CASH:	
Other services & Charges	143,000
Capital Outlays	2,209,076
Transfers to Other Funds	247,924
Total Expenditures	$2,600,000
Cash Balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$2,600,000**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

SERIES 2001 BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	$0
Grant Revenues - State of MS	0
Transfers In	0
Proceeds from General Obligation Bond Issue	0
Total Revenues	0
Beginning Cash and Investment Balance	145,361
TOTAL FROM ALL SOURCES	**$145,361**

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	145,361
Transfers Out	0
Total Expenditures	**$145,361**
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$145,361**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

SERIES 2012 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:	
Interest Earnings	0
Proceeds from Revenue Bond Issue	
Total Revenues	0
Beginning Cash and	
Investment Balance	789,168
TOTAL FROM ALL SOURCES	**$789,168**
EXPENDITURES & ENDING CASH:	
Other services & Charges	
Capital Outlays	789,168
Transfers Out	
Total Expenditures	$789,168
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$789,168**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

MDB CAPITAL PROJECTS FUND:

REVENUES & BEG. CASH:

Proceeds from Develpment Bank Loans	$0
Grant Revenues - Federal	0
Grant Revenues - State of MS	0
Transfers In	0
Miscellaneous	28
Non-Revenue Receipts	
Total Revenues	28
Beginning Cash and Investment Balance	109,797
TOTAL FROM ALL SOURCES	**$109,825**

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	109,825
Total Expenditures	$109,825
Cash Balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$109,825**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

KAMPER PARK ZOO CAPITAL
IMPROVEMENTS FUND:

REVENUES & BEG. CASH:	
State Grants	$0
Miscellaneous	0
Charges for Services	0
Transfers-In from Other Funds	0
Non-Revenue Receipts	0
Total Revenues	0
Beginning Cash and Investment Balance	2,237
TOTAL FROM ALL SOURCES	**$2,237**
EXPENDITURES & ENDING CASH:	
Supplies	0
Other services & Charges	0
Capital Outlays	2,237
Total Expenditures	$2,237
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$2,237**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

SERIES 2013 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:	
Interest Earnings	0
Proceeds from Revenue Bond Issue	$28,000,000
Total Revenues	28,000,000
Beginning Cash and Investment Balance	0
TOTAL FROM ALL SOURCES	**$28,000,000**
EXPENDITURES & ENDING CASH:	
Other services & Charges	6,698,036
Capital Outlays	18,291,614
Transfers Out	3,010,350
Total Expenditures	$28,000,000
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$28,000,000**

RESOLUTION

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

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

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

Section 1. That the following budget amendments are hereby authorized to be made in the City's General Fund General Government Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
$3,075,620	$402,968	$3,478,588	Budget for professional services and administrative costs for employee medical clinic

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Public Works Capital Outley Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
$1,137,769	$2,336,107	$3,473,876	Budget for sanitation trucks and building renovation for employee medical clinic

Section 3. That the following budget amendments are hereby authorized to be made in the City's Bond & Interest Fund Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
$ 28,500	$7,000	$35,500	Budget for increase in tax collection fee charged by county

Section 4. That the following budget amendments are hereby authorized to be made in the City's Police Forfeitures Fund Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
$143,000	$18,640	$161,640	Budget additional revenue received

Section 5. That the following budget amendments are hereby authorized to be made in the City's Police Forfeitures Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
$77,000	$13,403	$90,403	Budget additional revenue received

Section 6. That the following budget amendments are hereby authorized to be made in the City's Series 2014 TIF Bond Construction Fund Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
$ -0-	$143,000	$143,000	Budget for bond issuance costs

Section 7. That the following budget amendments are hereby authorized to be made in the City's Series 2014 TIF Bond Construction Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
$ -0-	$2,209,076	$2,209,076	Budget for bond proceeds for infrastructure development costs

Section 8. That the following budget amendments are hereby authorized to be made in the City's 2014 TIF Bond Construction Fund Transfers Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
$ -0-	$247,924	$247,924	Budget transfer to bond debt service fund

Section 9. 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 Naylor, seconded by Councilperson Delgado, and was adopted by the following, to wit;

YEAS: Bradley
Delgado
Carroll
Naylor
Dryden

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 22nd day of April, 2014.

(SEAL)

ATTEST:

Debra K Bernardo
CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 22nd day of April, 2014.

ATTEST:

Connie Everett (DC)
CITY CLERK

APPROVED:

MAYOR

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2014

	Original FY 2014 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	Proposed April Amend'ts	Proposed Amended Budgets
Revenues & Beg. Cash Balance:							
Taxes -Other	$31,000		$31,000		$31,000		$31,000
Licenses & Permits	4,459,500		4,459,500		$4,459,500		$4,459,500
Intergovernmental Revenues:							$0
Federal	1,312,743	300,000	1,612,743	-182,500	$1,430,243	4,837	$1,435,080
State	190,144		190,144	-23,045	$167,099		$167,099
State-Shared	21,556,000		21,556,000	-100,000	$21,456,000	300,000	$21,756,000
County/City Shared	80,640		80,640	4,070	$84,710		$84,710
Charges for Services:					$0		$0
Public Safety	190,000		190,000	4,712	$194,712		$194,712
Streets	20,100		20,100		$20,100		$20,100
Sanitation	2,220,000		2,220,000		$2,220,000		$2,220,000
Misc.	0		0		$0		$0
Fines & Forf.	1,602,000		1,602,000		$1,602,000		$1,602,000
Misc. Revenues	150,540		150,540	27,000	$177,540		$177,540
Transfers-In	604,000		604,000		$604,000		$604,000
Non-Revenue Receipts	1,914,400		1,914,400	2,465,100	$4,379,500		$4,379,500
TOTAL REVENUES EXCLUSIVE OF			0		0		$0
PROPERTY TAXES	$34,331,067	$300,000	$34,631,067	$2,195,337	$36,826,404	$304,837	$37,131,241
Beg. Fund Balance	4,600,000	423,225	5,023,225		$5,023,225		5,023,225
Property Tax Levy	12,385,000	0	12,385,000		$12,385,000		12,385,000
TOTAL AVAIL. REVENUES	**$51,316,067**	**$723,225**	**$52,039,292**	**$2,195,337**	**$54,234,629**	**$304,837**	**$54,539,466**
THE GENERAL FUND EXPENDITURE BUDGETS:							
City Council							
Personnel	$210,215		$210,215		$210,215		210,215
Supplies & Expenses	3,400		3,400		$3,400		3,400
Other Services & Charges	122,440		122,440		$122,440		122,440
Capital Outlays	0		0		$0		0
Total - City Council	$336,055	$0	$336,055	$0	$336,055	$0	$336,055
City Court							
Personnel	$913,163		$913,163		$913,163		913,163
Supplies & Expenses	19,500		19,500		$19,500		19,500
Other Services & Charges	80,000		80,000		$80,000		80,000
Capital Outlays	0		0		$0		0
Total - City Court	$1,012,663	$0	$1,012,663	$0	$1,012,663	$0	$1,012,663
Mayor/Admin.							
Personnel	$539,621	$1,120	$540,741		$540,741		540,741
Supplies & Expenses	12,900		12,900		$12,900		12,900
Other Services & Charges	102,650	17,483	120,133	1,067	$121,200		121,200
Capital Outlays	38,000		38,000		$38,000		38,000
Total - Mayor/Admin.	$693,171	$18,603	$711,774	$1,067	$712,841	$0	$712,841
Elections							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0	21,800	21,800	-5,600	$16,200		16,200
Capital Outlays	0		0		$0		0
Total - Elections	$0	$21,800	$21,800	-$5,600	$16,200	$0	$16,200
Muni. Clerk							
Personnel	$156,959		$156,959		$156,959		$156,959
Supplies & Expenses	3,800		3,800		$3,800		3,800
Other Services & Charges	34,540		34,540		$34,540		34,540
Capital Outlays	0		0		$0		0
Total - Muni Clerk	$195,299	$0	$195,299	$0	$195,299	$0	$195,299
Accounting							
Personnel	$275,316		$275,316		$275,316		$275,316
Supplies & Expenses	6,860		6,860		$6,860		6,860
Other Services & Charges	2,075		2,075		$2,075		2,075
Capital Outlays	2,900		2,900		$2,900		2,900
Total - Accounting	$287,151	$0	$287,151	$0	$287,151	$0	$287,151
Purchasing							
Personnel	$135,682		$135,682		$135,682		$135,682
Supplies & Expenses	6,250		6,250		$6,250		6,250
Other Services & Charges	1,320		1,320	100	$1,420		1,420
Capital Outlays			0		$0		0
Total - Purchasing	$143,252	$0	$143,252	$100	$143,352	$0	$143,352
City Attorney							
Personnel	$94,320		$94,320		$94,320		$94,320
Supplies & Expenses	0		0		$0		0
Other Services & Charges	18,500		18,500		$18,500		18,500
Capital Outlays	0		0		$0		0
Total - City Attorney	$112,820	$0	$112,820	$0	$112,820	$0	$112,820
Human Resources							
Personnel	$198,234		$198,234		$198,234		$198,234
Supplies & Expenses	8,920		8,920		$8,920		8,920
Other Services & Charges	4,640		4,640		$4,640		4,640
Capital Outlays	3,200		3,200		$3,200		3,200

CITY OF HATTIESBURG, MS. - GENERAL FUND
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	Original FY 2014 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	Proposed April Amend'ts	Proposed Amended Budgets
Total - Human Resources	$214,994	$0	$214,994	$0	$214,994	$0	$214,994
Loss Control							
Personnel	$106,457		$106,457		$106,457		$106,457
Supplies & Expenses	5,505	672	6,177		$6,177		6,177
Other Services & Charges	4,845		4,845		$4,845		4,845
Capital Outlays	0		0		$0		0
Total - Loss Control	$116,807	$672	$117,479	$0	$117,479	$0	$117,479
Urban Development							
Personnel	$509,016	$1,285	$510,301		$510,301		$510,301
Supplies & Expenses	28,374		28,374	2,000	$30,374	$6,337	36,711
Other Services & Charges	112,069		112,069	25,000	$137,069	-$16,807	120,262
Capital Outlays	0		0		$0		0
Total - Urban Dev.	$649,459	$1,285	$650,744	$27,000	$677,744	-$10,470	$667,274
Information Systems							
Personnel	$388,604		$388,604		$388,604		$388,604
Supplies & Expenses	46,100		46,100		$46,100		46,100
Other Services & Charges	432,925		432,925	9,000	$441,925		441,925
Capital Outlays	321,500	92,005	413,505		$413,505		413,505
Total - Inf. Systems	$1,189,129	$92,005	$1,281,134	$9,000	$1,290,134	$0	$1,290,134
Gen. Gov't Building							
Personnel			$0		$0		$0
Supplies & Expenses	27,610		27,610		$27,610		27,610
Other Services & Charges	177,758	1,925	179,683		$179,683	$3,000	182,683
Capital Outlays			0		$0		0
Total - Gen. Gov't Building	$205,368	$1,925	$207,293	$0	$207,293	$3,000	$210,293
Intermodal Facility (Depot) O & M:							
Personnel			$0		$0		$0
Supplies & Expenses	13,500		13,500		$13,500		13,500
Other Services & Charges	90,340	50,000	140,340		$140,340	$10,000	150,340
Capital Outlays			0		$0		0
Total - Depot O & M	$103,840	$50,000	$153,840	$0	$153,840	$10,000	$163,840
Metro Planning							
Personnel	$211,706		$211,706		$211,706		$211,706
Supplies & Expenses	17,450		17,450		$17,450		17,450
Other Services & Charges	210,200		210,200		$210,200		210,200
Capital Outlays	6,000		6,000		$6,000		6,000
Total - Metro Planning	$445,356	$0	$445,356	$0	$445,356	$0	$445,356
Gen. Gov't Insurance/Other serv.							
Personnel	$3,211		$3,211		$3,211		$3,211
Supplies & Expenses	1,200		1,200		$1,200		1,200
Other Services & Charges	1,672,168		1,672,168		$1,672,168	$286,000	1,958,168
Capital Outlays			0		$0		0
Total - Gen. Gov't Insur/other Serv.	$1,676,579	$0	$1,676,579	$0	$1,676,579	$286,000	$1,962,579
Federal Programs Administration							
Personnel	$135,909		135,909		$135,909		135,909
Supplies	4,100		4,100		$4,100		4,100
Other Services & Charges	9,150		9,150		$9,150		9,150
Capital Outlay	1,000		1,000		$1,000		1,000
Total - Federal Programs Admin.	$150,159	$0	$150,159	$0	$150,159	$0	$150,159
Recap - General Government Cost Centers							
Personnel	***$3,878,413***	***$2,405***	***$3,880,818***	***$0***	***$3,880,818***	***$0***	***$3,880,818***
Supplies & Expenses	***$205,469***	***$672***	***$206,141***	***$2,000***	***$208,141***	***$6,337***	***$214,478***
Other Services & Charges	***$3,075,620***	***$91,208***	***$3,166,828***	***$29,567***	***$3,196,395***	***$282,193***	***$3,478,588***
Capital Outlays	***$372,600***	***$92,005***	***$464,605***	***$0***	***$464,605***	***$0***	***$464,605***
Total - Gen. Government	***$7,532,102***	***$186,290***	***$7,718,392***	***$31,567***	***$7,749,959***	***$288,530***	***$8,038,489***
Police							
Personnel	$9,869,321	$3,122	$9,872,443		$9,872,443		$9,872,443
Supplies & Expenses	729,505	17,262	746,767		$746,767		746,767
Other Services & Charges	460,830	4,525	465,355	311	$465,666	$24,000	489,666
Capital Outlays	891,970	21,600	913,570	-9,512	$904,058		904,058
Total - Police	$11,951,626	$46,509	$11,998,135	-$9,201	$11,988,934	$24,000	$12,012,934
Police & Fire Training							
Personnel	$33,733		$33,733		$33,733		$33,733
Supplies & Expenses	155,320	23,719	179,039	230	$179,269		179,269
Other Services & Charges	136,710	3,270	139,980	1,770	$141,750		141,750
Capital Outlays	25,000		25,000		$25,000		25,000
Total - Police & Fire Training	$350,763	$26,989	$377,752	$2,000	$379,752	$0	$379,752
Fire							
Personnel	$6,782,570		$6,782,570		$6,782,570		$6,782,570
Supplies & Expenses	358,155	4,183	362,338		$362,338		362,338
Other Services & Charges	319,370	1,000	320,370		$320,370	$3,000	323,370
Capital Outlays	24,700		24,700	114,100	$138,800		138,800
Total - Fire Dept.	$7,484,795	$5,183	$7,489,978	$114,100	$7,604,078	$3,000	$7,607,078

CITY OF HATTIESBURG, MS. - GENERAL FUND
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	Original FY 2014 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	Proposed April Amend'ts	Proposed Amended Budgets
Code Enforcement							
Personnel	$577,594	$927	$578,521		$578,521		$578,521
Supplies & Expenses	32,200	238	32,438		$32,438		32,438
Other Services & Charges	58,150		58,150	58,630	$116,780		116,780
Capital Outlays	0	4,311	4,311		$4,311		4,311
Total - Code Enforcement	$667,944	$5,476	$673,420	$58,630	$732,050	$0	$732,050
Contractual Services - Public Safety							
Personnel	$191,130		$191,130		$191,130		$191,130
Supplies & Expenses	0		0		$0		0
Other Services & Charges	1,892,000		1,892,000		$1,892,000		1,892,000
Capital Outlays			0		$0		0
Total - Cont. Serv. - Public Safety	$2,083,130	$0	$2,083,130	$0	$2,083,130	$0	$2,083,130
Public Services Cost Centers:							
Traffic Maint.							
Personnel	$407,060		$407,060		$407,060		$407,060
Supplies & Expenses	171,420	11,201	182,621		$182,621		182,621
Other Services & Charges	54,100		54,100		$54,100		54,100
Capital Outlays	19,854		19,854		$19,854		19,854
Total - Traffic Maint.	$652,434	$11,201	$663,635	$0	$663,635	$0	$663,635
Streets							
Personnel	$1,680,140	$3,112	$1,683,252		$1,683,252		$1,683,252
Supplies & Expenses	455,500	73,683	529,183		$529,183		529,183
Other Services & Charges	223,700	34,340	258,040		$258,040		258,040
Capital Outlays	259,000	9,880	268,880		$268,880		268,880
Total - Streets	$2,618,340	$121,015	$2,739,355	$0	$2,739,355	$0	$2,739,355
Street Lights							
Personnel			$0		$0		$0
Supplies & Expenses			0		$0		0
Other Services & Charges	1,150,000		1,150,000		$1,150,000		1,150,000
Capital Outlays	0		0		$0		0
Total - Street Lights	$1,150,000	$0	$1,150,000	$0	$1,150,000	$0	$1,150,000
Engineering							
Personnel	$338,900		$338,900		$338,900		$338,900
Supplies & Expenses	20,550		20,550		$20,550		20,550
Other Services & Charges	278,950	77,244	356,194		$356,194	$500	356,694
Capital Outlays	36,345		36,345		$36,345		36,345
Total - Engineering	$674,745	$77,244	$751,989	$0	$751,989	$500	$752,489
Shop							
Personnel	$472,329		$472,329		$472,329		$472,329
Supplies & Expenses	46,475		46,475		$46,475		46,475
Other Services & Charges	47,150		47,150		$47,150	$10,000	57,150
Capital Outlays	0		0		$0		0
Total - Shop	$565,954	$0	$565,954	$0	$565,954	$10,000	$575,954
GOFS							
Personnel	$318,821	$1,183	$320,004		$320,004		$320,004
Supplies & Expenses	16,885		16,885		$16,885		16,885
Other Services & Charges	24,535		24,535		$24,535		24,535
Capital Outlays	0	3,102	3,102		$3,102		3,102
Total - GOFS	$360,241	$4,285	$364,526	$0	$364,526	$0	$364,526
Drainage							
Personnel	$176,439	$671	$177,110		$177,110		$177,110
Supplies & Expenses	77,150	10,888	88,038		$88,038		88,038
Other Services & Charges	433,000	76,515	509,515		$509,515		509,515
Capital Outlays	744,150	55,375	799,525	-157,250	$642,275		642,275
Total - Drainage	$1,430,739	$143,449	$1,574,188	-$157,250	$1,416,938	$0	$1,416,938
Construction							
Personnel	$698,134		$698,134		$698,134		$698,134
Supplies & Expenses	144,634		144,634		$144,634	$5,000	149,634
Other Services & Charges	114,035	57,994	172,029		$172,029		172,029
Capital Outlays	78,420		78,420		$78,420	$85,000	163,420
Total - Construction	$1,035,223	$57,994	$1,093,217	$0	$1,093,217	$90,000	$1,183,217
Sanitation							
Personnel	$1,245,489	$2,374	$1,247,863		$1,247,863		$1,247,863
Supplies & Expenses	342,400	6,086	348,486		$348,486		348,486
Other Services & Charges	1,228,200	19,438	1,247,638		$1,247,638		1,247,638
Capital Outlays	0		0	2,340,000	$2,340,000		2,340,000
Total - Sanitation	$2,816,089	$27,898	$2,843,987	$2,340,000	$5,183,987	$0	$5,183,987
Street Cleaning							
Personnel	$67,070		$67,070		$67,070		$67,070
Supplies & Expenses	23,700		23,700		$23,700		23,700
Other Services & Charges	11,400		11,400		$11,400		11,400
Capital Outlays	0		0		$0		0
Total - Street Cleaning	$102,170	$0	$102,170	$0	$102,170	$0	$102,170

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	Original FY 2014 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	Proposed April Amend'ts	Proposed Amended Budgets
Health							
Personnel	$416,666		$416,666		$416,666		$416,666
Supplies & Expenses	144,941	5,970	150,911		$150,911		150,911
Other Services & Charges	7,500	3,576	11,076		$11,076		11,076
Capital Outlays	0		0		$0		0
Total - Health	$569,107	$9,546	$578,653	$0	$578,653	$0	$578,653
Recap - Public Services:							
Personnel	***$5,821,048***	***$7,340***	***$5,828,388***	***$0***	***$5,828,388***	***$0***	***$5,828,388***
Supplies & Expenses	***$1,443,655***	***107,828***	***1,551,483***	***0***	***$1,551,483***	***5,000***	***1,556,483***
Other Services & Charges	***$3,572,570***	***269,107***	***3,841,677***	***0***	***$3,841,677***	***10,500***	***3,852,177***
Capital Outlays	***$1,137,769***	***68,357***	***1,206,126***	***2,182,750***	***$3,388,876***	***85,000***	***3,473,876***
Total - Public Services	***$11,975,042***	***$452,632***	***$12,427,674***	***$2,182,750***	***$14,610,424***	***$100,500***	***$14,710,924***
Animal Control							
Personnel	$143,749		$143,749		$143,749		$143,749
Supplies & Expenses	23,950		23,950		$23,950		23,950
Other Services & Charges	122,423		122,423	2,510	$124,933		124,933
Capital Outlays	20,000		20,000		$20,000		20,000
Total - Animal Control	$310,122	$0	$310,122	$2,510	$312,632	$0	$312,632
Human/Social Assist.							
Personnel			$0		$0		$0
Supplies & Expenses			0		$0		0
Other Services & Charges	159,500		159,500	500	$160,000		160,000
Capital Outlays			0		$0		0
Total - Human/Social Assist.	$159,500	$0	$159,500	$500	$160,000		$160,000
Economic Dev.							
Personnel			$0		$0		$0
Supplies & Expenses			0		$0		0
Other Services & Charges	160,000		160,000		$160,000		160,000
Capital Outlays			0		$0		0
Total - Economic Dev.	$160,000	$0	$160,000	$0	$160,000		$160,000
Debt Service							
Principal	$1,223,140	$603,200	$1,826,340		$1,826,340		$1,826,340
Interest	145,675	$19,050	$164,725		$164,725		$164,725
Total Debt Service	$1,368,815	$622,250	$1,991,065	$0	$1,991,065	$0	$1,991,065
Airport							
Personnel	$104,025		$104,025		$104,025		$104,025
Supplies & Expenses	56,195		56,195		$56,195		56,195
Other Services & Charges	72,975	5,000	77,975		$77,975		77,975
Capital Outlays	53,510		53,510		$53,510		53,510
Total - Airport	$286,705	$5,000	$291,705	$0	$291,705	$0	$291,705
Cemetery							
Personnel	$691,862		$691,862		$691,862		$691,862
Supplies & Expenses	89,350		89,350		$89,350		89,350
Other Services & Charges	53,450		53,450		$53,450		53,450
Capital Outlays	69,500	58,300	127,800		$127,800		127,800
Total - Cemetery	$904,162	$58,300	$962,462	$0	$962,462	$0	$962,462
Parking Garages							
Personnel	$197,043	$3,210	$200,253		$200,253		$200,253
Supplies & Expenses	7,250		7,250		$7,250		7,250
Other Services & Charges	88,544	480	89,024		$89,024	$2,000	91,024
Capital Outlays	10,000		10,000		$10,000		10,000
Total - Parking Garages	$302,837	$3,690	$306,527	$0	$306,527	$2,000	$308,527
Transfers to Other Funds	$3,465,500		$3,465,500		$3,465,500		$3,465,500
EXPENDITURES & TRANSFERS	**$49,003,043**	**$1,412,319**	**$50,415,362**	**$2,382,856**	**$52,798,218**	**$418,030**	**$53,216,248**
Recap - General Fund							
Personnel	*$28,290,488*	*$17,004*	*$28,307,492*	*$0*	*$28,307,492*	*$0*	*$28,307,492*
Supplies & Expenses	*3,101,049*	*153,902*	*3,254,951*	*2,230*	*3,257,181*	*11,337*	*3,268,518*
Other Services & Charges	*10,172,142*	*374,590*	*10,546,732*	*93,288*	*10,640,020*	*321,693*	*10,961,713*
Capital Outlays	*2,605,049*	*244,573*	*2,849,622*	*2,287,338*	*5,136,960*	*85,000*	*5,221,960*
Principal Payments	*1,223,140*	*603,200*	*1,826,340*	*0*	*1,826,340*	*0*	*1,826,340*
Interest Payments	*145,675*	*19,050*	*164,725*	*0*	*164,725*	*0*	*164,725*
Total - Gen. Fund Cost Centers	*$45,537,543*	*$1,412,319*	*$46,949,862*	*$2,382,856*	*$49,332,718*	*$418,030*	*$49,750,748*
Transfers to Other Funds	*3,465,500*	*0*	*3,465,500*	*0*	*3,465,500*	*0*	*3,465,500*
Total - Expenditures & Transfers	*$49,003,043*	*$1,412,319*	*$50,415,362*	*$2,382,856*	*$52,798,218*	*$418,030*	*$53,216,248*
Ending Cash Budget	**$2,313,024**	**-$689,094**	**$1,623,930**	**-$187,519**	**$1,436,411**	**-$113,193**	**$1,323,218**

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2014

	Original FY 2014 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	Proposed April Amend'ts	Proposed Amended Budgets
Parks & Recreation (Fund #2):							
Recreation Maint. Cost Center							
Personnel	$1,132,878		$1,132,878		$1,132,878		$1,132,878
Supplies & Expenses	357,446		357,446		$357,446		357,446
Other Services & Charges	192,509	14,130	206,639		$206,639	3,000	209,639
Capital Outlays	395,535	146,162	541,697	20,000	$561,697		561,697
Total - Recreation Maint.	$2,078,368	$160,292	$2,238,660	$20,000	$2,258,660	3,000	$2,261,660
Recreation Admin.							
Personnel	$465,726		$465,726		$465,726		$465,726
Supplies & Expenses	100,490		100,490		$100,490		100,490
Other Services & Charges	456,884		456,884		$456,884	2,000	458,884
Capital Outlays	0		0		$0		0
Total - Recreation Admin.	$1,023,100	$0	$1,023,100	$0	$1,023,100	2,000	$1,025,100
Kamper Park Zoo							
Personnel			$0		$0		$0
Supplies & Expenses			0		$0		0
Other Services & Charges			0		$0		0
Capital Outlays			0		$0		0
Total - Kamper Park	$0	$0	$0	$0	$0	0	$0
Recap - Parks & Recreation Fund:							
Personnel	***$1,598,604***	***$0***	***$1,598,604***	***$0***	$1,598,604	***$0***	***$1,598,604***
Supplies & Expenses	***457,936***	***0***	***457,936***	***0***	$457,936	***0***	***457,936***
Other Services & Charges	***649,393***	***14,130***	***663,523***	***0***	$663,523	***5,000***	***668,523***
Capital Outlays	***395,535***	***146,162***	***541,697***	***20,000***	$561,697	***0***	***561,697***
Total - Recreation Maint.	***$3,101,468***	***$160,292***	***$3,261,760***	***$20,000***	***$3,281,760***	***$5,000***	***$3,286,760***
Municipal Fire Protection (Fund #5):							
Personnel			$0		$0		$0
Supplies & Expenses	72,000		72,000		$72,000		72,000
Other Services & Charges	30,500		30,500		$30,500		30,500
Capital Outlays	443,761		443,761		$443,761		443,761
Principal Payments	152,673		152,673		$152,673		152,673
Interest Payments	19,415		19,415		$19,415		19,415
Total - Municipal Fire Prot. Fun	***$718,349***	***$0***	***$718,349***	***$0***	***$718,349***	***$0***	***$718,349***
Special Streets (Fund #8):							
Personnel			$0		$0		$0
Supplies & Expenses			0		$0		0
Other Services & Charges	151,000		151,000		$151,000		151,000
Capital Outlays			0		$0		0
Total - Special Streets	***$151,000***	***$0***	***$151,000***	***$0***	***$151,000***	***0***	***$151,000***
Water & Sewer Operation & Maint. (Fund #9):							
Customer Accounts Cost Center							
Personnel	$393,105		$393,105	$4,310	$397,415		$397,415
Supplies & Expenses	31,120		31,120		$31,120		31,120
Other Services & Charges	136,400	2,375	138,775	10,000	$148,775		148,775
Capital Outlays	24,000		24,000		$24,000		24,000
Total - Customer Accounts	$584,625	$2,375	$587,000	$14,310	$601,310	0	$601,310
Water Transmission Cost Center							
Personnel	$755,944	$671	$756,615		$756,615		$756,615
Supplies & Expenses	236,800		236,800		$236,800		236,800
Other Services & Charges	447,000		447,000		$447,000	200,000	647,000
Capital Outlays	125,000		125,000		$125,000		125,000
Total - Water Trans.	$1,564,744	$671	$1,565,415	$0	$1,565,415	200,000	$1,765,415
Plant Cost Center							
Personnel	$585,240		$585,240	$2,570	$587,810		$587,810
Supplies & Expenses	181,750		181,750		$181,750		181,750
Other Services & Charges	997,000	45,000	1,042,000		$1,042,000	100,000	1,142,000
Capital Outlays	146,500		146,500		$146,500		146,500
Total - Plant	$1,910,490	$45,000	$1,955,490	$2,570	$1,958,060	100,000	$2,058,060
Sewer Cost Center							
Personnel	$711,068		$711,068		$711,068		$711,068
Supplies & Expenses	309,750	2,054	311,804		$311,804		311,804
Other Services & Charges	1,040,100		1,040,100		$1,040,100		1,040,100
Capital Outlays	33,000		33,000		$33,000		33,000
Total - Water Trans.	$2,093,918	$2,054	$2,095,972	$0	$2,095,972	0	$2,095,972
Lagoon Cost Center							
Personnel	$271,624		$271,624		$271,624		$271,624
Supplies & Expenses	383,800		383,800		$383,800		383,800
Other Services & Charges	1,449,000		1,449,000		$1,449,000		1,449,000
Capital Outlays	565,000	13,787	578,787		$578,787		578,787
Principal Payments			0		$0		0
Interest Payments			0		$0		0
Total - Lagoon Cost Center	$2,669,424	$13,787	$2,683,211	$0	$2,683,211	0	$2,683,211
Recap: Water & Sewer O & M Fund:							
Personnel	***$2,716,981***	***$671***	***$2,717,652***	***$6,880***	$2,724,532	***$0***	***$2,724,532***
Supplies & Expenses	***1,143,220***	***2,054***	***1,145,274***	***0***	$1,145,274	***0***	***1,145,274***
Other Services & Charges	***4,069,500***	***47,375***	***4,116,875***	***10,000***	$4,126,875	***300,000***	***4,426,875***
Capital Outlays	***893,500***	***13,787***	***907,287***	***0***	$907,287	***0***	***907,287***
Principal Payments	***0***	***0***	***0***	***0***	$0	***0***	***0***

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2014

	Original FY 2014 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	Proposed April Amend'ts	Proposed Amended Budgets
Interest Payments	0	0	0	0	$0	0	0
Total - Water & Sewer O & M Fu	$8,823,201	$63,887	$8,887,088	$16,880	$8,903,968	$300,000	$9,203,968
Water & Sewer Bond & Int. (Fund #10):							
Principal Payments	$2,698,455		$2,698,455	$2,426,545	$5,125,000		$5,125,000
Interest Payments	$1,194,870		$1,194,870	$534,168	$1,729,038		$1,729,038
Paying Agent Fees	$2,500	$5,000	$7,500		$7,500		$7,500
Total - W & S Bond & Int. Fund	$3,895,825	$5,000	$3,900,825	$2,960,713	$6,861,538	0	$6,861,538
Water & Sewer Revenue (Fund #11):							
Principal Payments	$375,287		$375,287		$375,287		$375,287
Interest Payments	57,971		57,971		$57,971		57,971
other services & charges	22,400		22,400		$22,400		22,400
Transfers to other funds	14,874,942		14,874,942		$14,874,942	153,000	15,027,942
Total - W & S Revenue Fund	$15,330,600	$0	$15,330,600	$0	$15,330,600	153,000	$15,483,600
1999 Tax Increment (Walmart) Bond & Int (Fund #12):							
Principal Payments	$60,000		$60,000		$60,000		$60,000
Interest Payments	6,300		6,300		$6,300		$6,300
Paying Agent Fees	2,000		2,000		$2,000		$2,000
Total - 1999 TIF Bond & Int Fund	$68,300	0	$68,300	0	$68,300	0	$68,300
City Bond & Interest (Fund #13):							
Principal Payments	$2,952,431		$2,952,431		$2,952,431		$2,952,431
Interest Payments	518,732		518,732		$518,732		518,732
Other Services & Charges	28,500		28,500		$28,500	7,000	35,500
Paying Agent Fees	15,000		15,000		$15,000		15,000
Total - 1999 TIF Bond & Int Fund	$3,514,663	$0	$3,514,663	$0	$3,514,663	$7,000	$3,521,663
USA Yeast Bond & Interest (Fund #15):							
Principal Payments	$0	$0	$0		$0		$0
Interest Payments	0	0	0		$0		0
other services & charges	0		0		$0		0
Total - 1999 TIF Bond & Int Fund	$0	0	$0	0	$0	0	$0
Police Fines & Forfeitures (Fund #19):							
Personnel			$0		$0		$0
Supplies & Expenses	143,000	5,810	148,810	5,687	$154,497	7,143	161,640
Other Services & Charges	30,000		30,000		$30,000		30,000
Capital Outlays	77,000	-13,156	63,844	11,602	$75,446	14,957	90,403
Transfers			0		$0		0
Total - Fines & Forf. Fund	$250,000	-$7,346	$242,654	$17,289	$259,943	$22,100	$282,043
Series 2002 TIF Bond & Int (Southern Pointe, Fund #20):							
Principal Payments	$0		$0		$0		$0
Interest Payments	0		0		$0		0
other services & charges	0		0		$0		0
Total - 1999 TIF Bond & Int Fund	$0	0	$0	0	$0	0	$0
Series 2004 TIF Bond & Int (Home Depot, Fund #21):							
Principal Payments	$80,000		$80,000		$80,000		$80,000
Interest Payments	5,152		5,152		$5,152		5,152
other services & charges	1,000		1,000		$1,000		1,000
Total - 2004 TIF Bond & Int Fund	$86,152	0	$86,152	0	$86,152	0	$86,152
Series 2003 TIF Bond & Int (Chauvet Sq., Fund #22):							
Principal Payments	$100,000		$100,000		$100,000		$100,000
Interest Payments	92,633		92,633		$92,633		92,633
other services & charges	2,000		2,000		$2,000		2,000
Transfers to other Funds			0		$0		0
Total - 2003 TIF Bond & Int Fund	$194,633	$0	$194,633	$0	$194,633	0	$194,633
Series 2007 TIFBond & Int (Turtle Creek Fund 23):							
Principal Payments	407,668		407,668		$407,668		407,668
Interest Payments	49,312		49,312		$49,312		49,312
Other Services & Charges	5,000		5,000		$5,000		5,000
Total - 2007 TIF Bond & Int Fund	$461,980		$461,980		$461,980	$0	$461,980
Series 2008 TIF Bond & Int (Lincoln Center Fund 24):							
Principal Payments	$40,000		40,000		$40,000		40,000
Interest Payments	$18,000		18,000		$18,000		18,000
Other Services & Charges	$1,000		1,000		$1,000		1,000
Total - 2008 TIF Bond & Int Fund	$59,000	$0	$59,000	$0	$59,000	$0	$59,000
Series 2011 TIF Bond & Int (Turtle Creek Commons/Kohl's Fund 25):							
Principal Payments	$60,000		60,000		$60,000		60,000
Interest Payments	$29,000		29,000		$29,000		29,000
Other Services & Charges	$2,000		2,000		$2,000		2,000
Total - 2008 TIF Bond & Int Fund	$91,000	$0	$91,000	$0	$91,000	$0	$91,000
Airport Imp. (Fund #39):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	350,000	-148,666	201,334		$201,334		201,334
Capital Outlays	1,370,728		1,370,728	-428,205	$942,523		942,523
Total - Airport Imp. Fund	$1,720,728	-$148,666	$1,572,062	-$428,205	$1,143,857	$0	$1,143,857
2009 Gen.Oblig.Refunding Bonds (Fund #50)							
Bonds Redeemed			0		0		0

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2014

	Original FY 2014 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	Proposed April Amend'ts	Proposed Amended Budgets
Interest on Bonds			0		0		0
Paying Agent Fees			0		0		0
Other Services & Charges			0		0		0
Total - 2007 G.O.Refunding	0	0	0		0	0	0
Municipal Road & Bridge (Fund #72):							
Personnel			$0		$0		$0
Supplies & Expenses	0	13,075	13,075		$13,075		13,075
Other Services & Charges	463,000	55,778	518,778	100,000	$618,778		618,778
Capital Outlays	6,360,100	3,925	6,364,025	726,847	$7,090,872		7,090,872
Principal	25,065		25,065		$25,065		25,065
Interest	4,918		4,918		$4,918		4,918
Total - Municipal Road & Bridg	***$6,853,083***	***$72,778***	***$6,925,861***	***$826,847***	***$7,752,708***	***$0***	***$7,752,708***
Mass Transit (Fund #73):							
Personnel	$679,495		$679,495		$679,495		$679,495
Supplies & Expenses	224,000		224,000		$224,000		224,000
Other Services & Charges	193,850	4,739	198,589		$198,589		198,589
Capital Outlays	833,241		833,241	-141,200	$692,041		692,041
Total - Mass Transit Fund	***$1,930,586***	***$4,739***	***$1,935,325***	***-$141,200***	***$1,794,125***	***$0***	***$1,794,125***
Water & Sewer Construction (Fund #75):							
Personnel			$0		$0		$0
Supplies & Expenses			0		$0		0
Other Services & Charges	1,600,000	-658,092	941,908	-844,367	$97,541		97,541
Capital Outlays	4,382,000	54,808	4,436,808	-474,058	$3,962,750	153,000	4,115,750
Total - W & S Construction Fun	***$5,982,000***	***-$603,284***	***$5,378,716***	***-$1,318,425***	***$4,060,291***	***$153,000***	***$4,213,291***
Community Centers (Fund #77):							
Personnel	$519,747	$548	$520,295		$520,295		$520,295
Supplies & Expenses	67,900		67,900		$67,900		67,900
Other Services & Charges	219,550	10,715	230,265		$230,265		230,265
Capital Outlays	274,500		274,500		$274,500		274,500
Total - Community Centers Fun	***$1,081,697***	***$11,263***	***$1,092,960***	***$0***	***$1,092,960***	***$0***	***$1,092,960***
Series 2009 G.O. Bonds - AMR Project (Fund #78)							
Supplies			0		$0		0
Other Services & Charges	$15,000	$18,871	33,871		$33,871		33,871
Capital Outlay	15,000	-$15,000	0		$0		0
Total - Series 2009 G.O. Bonds	***$30,000***	***$3,871***	***$33,871***	***$0***	***$33,871***	***0***	***$33,871***
Community Dev. Block Grant (Fund #82):							
Personnel	$232,943		$232,943		$232,943		$232,943
Supplies & Expenses	7,500		7,500		$7,500		7,500
Other Services & Charges	462,686		462,686		$462,686		462,686
Capital Outlays	1,173,237	-32,262	1,140,975		$1,140,975		1,140,975
Transfers			0		$0		0
Total - CDBG Fund	***$1,876,366***	***-$32,262***	***$1,844,104***	***$0***	***$1,844,104***	***$0***	***$1,844,104***
Series 2002 TIF (Southern Pointe) Construction (Fund # 88):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0		0
Capital Outlays	0		0		$0		0
Transfers to other Funds			0		$0		0
Total - Series 2002 Const. Fun	***$0***	***$0***	***$0***	***$0***	***$0***	***0***	***$0***
Series 2004 TIF (Home Depot) Construction (Fund # 89):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0		0
Capital Outlays	0		0		$0		0
Transfers	0		0		$0		0
Total - Series 2004 Const. Fun	***$0***	***$0***	***$0***	***$0***	***$0***	***0***	***$0***
Series 2008 G.O. Note (Downtown Lighting)(Fund # 90):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0		0
Capital Outlays			0		$0		0
Transfers	0		0		$0		0
Total - Series 2004 Const. Fun	***$0***	***$0***	***$0***	***$0***	***$0***	***0***	***$0***
TIF Construction (Fund # 91):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0	143,000	143,000
Capital Outlays	0		0		$0	2,209,076	2,209,076
Transfers	0		0		$0	247,924	247,924
Total - Series 2004 Const. Fun	***$0***	***$0***	***$0***	***$0***	***$0***	***2,600,000***	***$2,600,000***
Series 2001 G.O. Bond Construction (Fund # 95):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0		0
Capital Outlays	100,000	45,361	145,361		$145,361		145,361
Transfers	0		0		$0		0
Total - Series 2001 Const. Fun	***$100,000***	***$45,361***	***$145,361***	***$0***	***$145,361***	***0***	***$145,361***

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2014

	Original FY 2014 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan - March Amend'ts	Amended Budgets	Proposed April Amend'ts	Proposed Amended Budgets
Mississippi Dev. Bank Construction (Fund # 96):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges			0		$0		0
Capital Outlays	109,000	797	109,797	28	$109,825		109,825
Total - MDB Fund	***$109,000***	***$797***	***$109,797***	***$28***	***$109,825***	***0***	***$109,825***
Kamper Park Imp. (Fund #98):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0		0
Capital Outlays	2,000	237	2,237		$2,237		2,237
Total - Kamper Park Imp. Fund	***$2,000***	***$237***	***$2,237***	***$0***	***$2,237***	***0***	***$2,237***
Series 2010 Water & Sewer G.O. Constr. (Fund #99):							
Personnel					$0		
Supplies & Expenses					$0		
Other Services & Charges			0		$0		0
Capital Outlay	$997,128	***-$490,639***	506,489	-$506,489	$0		0
Transfers out			0	$1,447	$1,447		
Total - Series 2010 Constr.	***$997,128***	***-$490,639***	***$506,489***	***-$505,042***	***$1,447***	***$0***	***$0***
Series 2013 Water & Sewer Revenue Constr. (Fund #105):							
Personnel					$0		0
Supplies & Expenses					$0		0
Other Services & Charges				$6,698,036	$6,698,036		6,698,036
Capital Outlay				$18,291,614	$18,291,614		18,291,614
Transfers				$3,010,350	$3,010,350		3,010,350
Total - Series 2013 Constr.	***$0***	***$0***	***$0***	***$28,000,000***	***$28,000,000***	***$0***	***$28,000,000***
Series 2012 Water & Sewer Const. (Fund #94):							
Personnel	$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0
Other Services & Charges	0		0		$0		0
Capital Outlays	1,163,040	-373,872	789,168		$789,168		789,168
Transfers Out	0		0		$0		0
Total - Series 2006 Const.	***$1,163,040***	***-$373,872***	***$789,168***	***$0***	***$789,168***	***0***	***$789,168***
GRAND TOTAL - FUNDS OTHER THAN THE GENERAL FUND	**$58,591,799**	**-$1,287,844**	**$57,303,955**	**$29,448,885**	**$86,752,840**	**$3,240,100**	**$89,991,493**
General Fund	**$49,003,043**	**$1,412,319**	**$50,415,362**	**$2,382,856**	**$52,798,218**	**$418,030**	**$53,216,248**
TOTAL EXPENDITURES & TRANS	**$107,594,842**	**$124,475**	**$107,719,317**	**$31,831,741**	**$139,551,058**	**$3,658,130**	**$143,207,741**
Less: Interfund Transfers	**-18,340,442**	**0**	**-18,340,442**	**-3,011,797**	**-21,352,239**	**-400,924**	**-21,751,716**
TOTAL EXPENDITURES	**$89,254,400**	**$124,475**	**$89,378,875**	**$28,819,944**	**$118,198,819**	**$3,257,206**	**$121,456,025**
Recap of City-Wide Expenditure Budgets:							
Personnel	***$34,038,258***	***$18,223***	***$34,056,481***	***$6,880***	***$34,063,361***	***$0***	***$34,063,361***
Supplies & Expenses	***$5,216,605***	***$174,841***	***$5,391,446***	***$7,917***	***$5,399,363***	***$18,480***	***$5,417,843***
Other Services & Charges	***$18,488,021***	***-$275,560***	***$18,212,461***	***$6,056,957***	***$24,269,418***	***$776,693***	***$25,046,111***
Capital Outlays	***$21,194,819***	***-$415,279***	***$20,779,540***	***$1,495,863***	***$22,275,403***	***$2,462,033***	***$24,737,436***
Principal Payments	***8,174,719***	***603,200***	***8,777,919***	***20,718,159***	***29,496,078***	***0***	***29,496,078***
Interest Payments	***2,141,978***	***19,050***	***2,161,028***	***534,168***	***2,695,196***	***0***	***2,695,196***
Total Expenditure Budgets	***$89,254,400***	***$124,475***	***$89,378,875***	***$28,819,944***	***$118,198,819***	***$3,257,206***	***$121,456,025***

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

GENERAL FUND:

REVENUES & BEG. CASH:	
Taxes - Other	$31,000
Licenses & Permits	4,459,500
Inter-governmental Revenues:	
Federal Grants	1,435,080
State Grants	167,099
State-Shared Revenues	21,756,000
County Shared Revenues	84,710
Charges for Services:	
Public safety	194,712
Streets	20,100
Sanitaiton	2,220,000
Misc.	0
Fines & Forfeits	1,602,000
Miscellaneous	177,540
Transfers-In	604,000
Non-Revenue Receipts	4,379,500
Total From All Sources Other Than taxation	37,131,241
Beginning Cash and Investment Balance	5,023,225
Amount to be Raised by Tax Levy	12,385,000
TOTAL FROM ALL SOURCES	**$54,539,466**

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	3,880,818
Supplies & Expenses	214,478
Other services & Charges	3,478,588
Capital Outlays	464,605
Total - General Government	8,038,489
Police Dept.:	
Personnel	9,872,443
Supplies & Expenses	746,767
Other services & Charges	489,666
Capital Outlays	904,058
Total - Police Dept.	12,012,934
Police & Fire Training:	
Personnel	33,733
Supplies & Expenses	179,269
Other services & Charges	141,750
Capital Outlays	25,000
Total - Police & Fire Training	379,752
Fire Dept.:	
Personnel	6,782,570
Supplies & Expenses	362,338
Other services & Charges	323,370
Capital Outlays	138,800
Total - Fire Dept.	7,607,078
Land Development Administration:	
Personnel	578,521
Supplies & Expenses	32,438
Other services & Charges	116,780
Capital Outlays	4,311
Total - Land Dev. Admin.	732,050

Public Safety Contractual Services:	
Personnel	191,130
Other services & Charges	1,892,000
Total - Pub. Safety Cont. Serv.	2,083,130
Public Services:	
Personnel	5,828,388
Supplies & Expenses	1,556,483
Other services & Charges	3,852,177
Capital Outlays	3,473,876
Total - Public Services	14,710,924
Animal Control	
Personnel	143,749
Supplies & Expenses	23,950
Other services & Charges	124,933
Capital Outlays	20,000
Total - Animal Control	312,632
Human/Social	
Other services & Charges	160,000
Total - Human/Social	160,000
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	160,000
Capital Outlays	0
Total - Eco. Dev.	160,000
Debt Service:	
Prinicpal Payments	1,826,340
Interest Payments	164,725
Total - Debt service	1,991,065
Airport	
Personnel	104,025
Supplies & Expenses	56,195
Other services & Charges	77,975
Capital Outlays	53,510
Total - Airport	291,705
Cemetery	
Personnel	691,862
Supplies & Expenses	89,350
Other services & Charges	53,450
Capital Outlays	127,800
Total - Cemetery	962,462
Parking Garages	
Personnel	200,253
Supplies & Expenses	7,250
Other services & Charges	91,024
Capital Outlays	10,000
Total - Parking Garages	308,527
Operating Transfers Out	3,465,500
Total Expenditures & Transfers	**53,216,248**
Ending Cash Balance	**$1,323,218**
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$54,539,466**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	$0
State Grants	0
County Shared Revenues	65,000
Misc. grants	0
Charges for Services:	
Culture & Recreation	32,850
Miscellaneous	26,400
Transfers-In	2,045,500
Non-Revenue Receipts	35,000
Total From All Sources Other Than taxation	2,204,750
Beginning Cash and Investment Balance	556,977
Amount to be Raised by Tax Levy	800,000
TOTAL FROM ALL SOURCES	**$3,561,727**

EXPENDITURES & ENDING CASH:

Culture & Recreation:	
Personnel	1,598,604
Supplies & Expenses	457,936
Other services & Charges	668,523
Capital Outlays	561,697
Total Expenditures	$3,286,760
Cash balance at End of Year	274,967
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$3,561,727**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

MUNICIPAL FIRE PROTECTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
State-Shared Revenues	$235,000
Charges for Services	95,652
Fines & Forfeits	1,500
Miscellaneous	10,000
Transfers In	0
Non-Revenue Receipts	0
Total From All Sources Other Than taxation	342,152
Beginning Cash and Investment Balance	886,080
TOTAL FROM ALL SOURCES	**$1,228,232**

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	$0
Supplies & Expenses	72,000
Other services & Charges	30,500
Capital Outlays	443,761
Lease Debt Service - Principal	152,673
Lease Debt Service - Interest	19,415
Total Expenditures	$718,349
Cash balance at End of Year	509,883
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$1,228,232**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

SPECIAL STREET
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	$0
State Shared Revenues	55,000
Misc. grants	0
Miscellaneous	1,000
Non-Revenue Receipts	0
Total From All Sources Other Than taxation	56,000
Beginning Cash and Investment Balance	102,280
TOTAL FROM ALL SOURCES	**$158,280**

EXPENDITURES & ENDING CASH:

Public Services:	
Supplies & Expenses	0
Other services & Charges	151,000
Capital Outlays	0
Total Expenditures	$151,000
Cash balance at End of Year	7,280
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$158,280**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

WATER & SEWER OPERATION AND MAINTENANCE FUND:

REVENUES & BEG. CASH:	
Charges for Services	$25,000
Transfers-In	8,395,911
Miscellaneous	2,800
Non-Revenue Receipts	
Total From All Sources Other Than taxation	8,423,711
Beginning Cash and Investment Balance	1,403,616
TOTAL FROM ALL SOURCES	**$9,827,327**
EXPENDITURES & ENDING CASH:	
Personnel	2,724,532
Supplies & Expenses	1,145,274
Other services & Charges	4,426,875
Capital Outlays	907,287
Lease Debt Service - Principal	0
Lease Debt Service - Interest	0
Total Expenditures	$9,203,968
Cash balance at End of Year	623,359
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$9,827,327**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

WATER & SEWER BOND AND INTEREST FUND:

REVENUES & BEG. CASH:	
Transfers-In	$8,370,417
Miscellaneous	0
Non-Revenue Receipts	
Total Revenues	8,370,417
Beginning Cash Balance	2,052,881
TOTAL FROM ALL SOURCES	**$10,423,298**
EXPENDITURES & ENDING CASH:	
Bonds Redeemed	5,125,000
Interest on Bonds	1,729,038
Paying Agent Fees	7,500
Total Expenditures	**6,861,538**
Cash balance at End of Year	3,561,760
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$10,423,298**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

WATER & SEWER ENTERPRISE FUND:

REVENUES & BEG. CASH:	
Charges for Services:	
Licenses, Permits & Fees	$4,000
Miscellaneous	2,500
Metered Water Sales	7,306,500
Taps	175,000
Water Turn-On Fees	70,000
Sewer Connections	15,000
Sewer Charges	7,910,600
Total Revenues	15,483,600
Beginning Fund Balance	0
TOTAL FROM ALL SOURCES	**$15,483,600**
EXPENDITURES & ENDING CASH:	
Other Services & Charges	22,400
Principal Redeemed - Notes	375,287
Interest on Notes	57,971
Operating Transfers Out	15,027,942
Total Expenditures	**$15,483,600**
Cash balance at End of Year	**$0**
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$15,483,600**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

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

REVENUES & BEG. CASH:	
Interest	$0
County-Shared Revenues	0
Total From All Sources Other Than taxation	0
Beginning Cash and Investment Balance	74,590
Amount to be Raised by Tax Levy	68,300
TOTAL FROM ALL SOURCES	**$142,890**
EXPENDITURES & ENDING CASH:	
General Issues:	
Bonds Redeemed	60,000
Interest on Bonds	6,300
Paying Agent Fees	2,000
Other Services & Charges	
Total Expenditures	$68,300
Cash balance at End of Year	74,590
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$142,890**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

CITY BOND & INTEREST FUND (DEBT SERVICE FUND):

REVENUES & BEG. CASH:	
County-Shared Revenues	$5,210
Interest	2,000
Non-Revenue receipts	215,240
Transfers-In	399,330
Total From All Sources Other Than taxation	621,780
Beginning Cash and Investment Balance	2,616,326
Amount to be Raised by Tax Levy	2,800,000
TOTAL FROM ALL SOURCES	**$6,038,106**
EXPENDITURES & ENDING CASH:	
General Issues:	
Bonds Redeemed	2,952,431
Interest on Bonds	518,732
Other Services & Charges	35,500
Paying Agent Fees	15,000
Total Expenditures	$3,521,663
Cash balance at End of Year	2,516,443
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$6,038,106**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

FINES & FORFEITURES FUND:

REVENUES & BEG. CASH:	
State grants	
Charges for Services	1,182
Fines & Forfeits	38,207
Miscellaneous	0
Non-Revenue Receipts	0
Total From All Sources Other Than taxation	39,389
Beginning Cash and Investment Balance	242,654
TOTAL FROM ALL SOURCES	**$282,043**
EXPENDITURES & ENDING CASH:	
Public Safety:	
Personnel	0
Supplies & Expenses	161,640
Other services & Charges	30,000
Capital Outlays	90,403
Transfers Out	
Total Expenditures	$282,043
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$282,043**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

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

REVENUES & BEG. CASH:	
Interest	$0
Transfers In	$247,924
County-Shared Revenues	0
Total From All Sources Other Than taxation	247,924
Beginning Cash and Investment Balance	14,629
Amount to be Raised by Tax Levy	0
TOTAL FROM ALL SOURCES	**$262,553**
EXPENDITURES & ENDING CASH:	
General Issues:	
Bonds Redeemed	0
Interest on Bonds	0
Other Services & Charges	0
Total Expenditures	**$0**
Cash balance at End of Year	262,553
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$262,553**

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

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

REVENUES & BEG. CASH:	
Interest	$100
County-Shared Revenues	29,300
Transfer From Other Funds	0
Total From All Sources Other Than taxation	29,400
Beginning Cash and Investment Balance	122,495
Amount to be Raised by Tax Levy	57,051
TOTAL FROM ALL SOURCES	**$208,946**
EXPENDITURES & ENDING CASH:	
General Issues:	
Bonds Redeemed	80,000
Interest on Bonds	5,152
Other Services & Charges	1,000
Total Expenditures	**$86,152**
Cash balance at End of Year	122,794
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$208,946**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

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

REVENUES & BEG. CASH:	
Interest	$0
Transfer From Other Funds	0
Total From All Sources Other Than taxation	0
Beginning Cash and Investment Balance	151,289
Amount to be Raised by Tax Levy	203,625
TOTAL FROM ALL SOURCES	**$354,914**
EXPENDITURES & ENDING CASH:	
General Issues:	
Bonds Redeemed	100,000
Interest on Bonds	92,633
Other Services & Charges	2,000
Transfers to Other Funds	0
Total Expenditures	**$194,633**
Cash balance at End of Year	160,281
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$354,914**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

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

REVENUES & BEG. CASH:	
Interest	$300
County Shared Revenue	$114,245
Transfer From Other Funds	
Total From All Sources Other Than taxation	114,545
Beginning Cash and Investment Balance	251,063
Amount to be Raised by Tax Levy	360,900
TOTAL FROM ALL SOURCES	**$726,508**
EXPENDITURES & ENDING CASH:	
General Issues:	
Bonds Redeemed	407,668
Interest on Bonds	49,312
Other Services & Charges	5,000
Total Expenditures	$461,980
Cash balance at End of Year	264,528
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$726,508**

CITY OF HATTIESBURG, MISSISSIPPI
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BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

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

REVENUES & BEG. CASH:	
Interest	$0
County Shared Revenue	$0
Transfer From Other Funds	0
Total From All Sources Other Than taxation	0
Beginning Cash and Investment Balance	130,456
Amount to be Raised by Tax Levy	67,533
TOTAL FROM ALL SOURCES	**$197,989**
EXPENDITURES & ENDING CASH:	
General Issues:	
Bonds Redeemed	40,000
Interest on Bonds	18,000
Other Services & Charges	1,000
Total Expenditures	$59,000
Cash balance at End of Year	138,989
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$197,989**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

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

REVENUES & BEG. CASH:	
Interest	$0
County Shared Revenue	$31,150
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	31,150
Beginning Cash and	
Investment Balance	22,526
Amount to be Raised by Tax Levy	68,410
TOTAL FROM ALL SOURCES	**$122,086**
EXPENDITURES & ENDING CASH:	
General Issues:	
Bonds Redeemed	60,000
Interest on Bonds	29,000
Other Services & Charges	2,000
Total Expenditures	$91,000
Cash balance at End of Year	31,086
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$122,086**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

AIRPORT IMPROVEMENT
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:	
Federal Grants	$1,070,125
State Shared Revenues	3,435
Miscellaneous	26,360
Transfers In	185,000
Non-Revenue Receipts	0
Total From All Sources Other Than taxation	1,284,920
Beginning Cash and Investment Balance	(126,123)
TOTAL FROM ALL SOURCES	**$1,158,797**
EXPENDITURES & ENDING CASH:	
Public Services:	
Other services & Charges	201,334
Capital Outlays	942,523
Total Expenditures	**$1,143,857**
Cash balance at End of Year	14,940
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$1,158,797**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

MUNICIPAL ROAD & BRIDGE
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
State Grants	$6,308,808
Federal Grants	0
County Shared Revenues	2,022,000
Miscellaneous	25,000
Non-Revenue Receipts	0
Total From All Sources Other Than taxation	8,355,808
Beginning Cash and Investment Balance	278,442
TOTAL FROM ALL SOURCES	**$8,634,250**

EXPENDITURES & ENDING CASH:

Public Services:	
Supplies & Expenses	13,075
Other services & Charges	618,778
Capital Outlays	7,090,872
Principal Payments	25,065
Interest Payments	4,918
Total Expenditures	**$7,752,708**
Cash balance at End of Year	881,542
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$8,634,250**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2014

MASS TRANSIT OPERATING
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:	
Inter-governmental Revenues:	
Federal Grants	$1,227,966
State Grants	$0
Miscellaneous	41,900
Transfers-In	285,000
Total From All Sources Other Than taxation	1,554,866
Beginning Cash and Investment Balance	298,075
Amount to be Raised by Tax Levy	200,000
TOTAL FROM ALL SOURCES	**$2,052,941**
EXPENDITURES & ENDING CASH:	
Personnel	679,495
Supplies & Expenses	224,000
Other services & Charges	198,589
Capital Outlays	692,041
Total Expenditures	$1,794,125
Cash balance at End of Year	258,816
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$2,052,941**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

WATER & SEWER CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	$2,644,911
Miscellaneous	65,460
Transfers-In	823,411
Non-Revenue Receipts	0
Total From All Sources Other Than taxation	3,533,782
Beginning Cash and Investment Balance	1,313,845
TOTAL FROM ALL SOURCES	**$4,847,627**

EXPENDITURES & ENDING CASH:

Other services & Charges	$97,541
Capital Outlays	4,115,750
Total Expenditures	4,213,291
Cash balance at End of Year	634,336
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$4,847,627**

CITY OF HATTIESBURG, MISSISSIPPI
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BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

COMMUNITY CENTERS
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:	
Charges for services:	
Culture & Recreation	$22,548
Miscellaneous	300
Transfers-In	950,000
Non-Revenue Receipts	33,027
Total From All Sources Other Than taxation	1,005,875
Beginning Cash and Investment Balance	87,085
TOTAL FROM ALL SOURCES	**$1,092,960**
EXPENDITURES & ENDING CASH:	
Personnel	520,295
Supplies & Expenses	67,900
Other services & Charges	230,265
Capital Outlays	274,500
Total Expenditures	**$1,092,960**
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$1,092,960**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

SERIES 2009 (Water Meter Project) Bond Construction Fund:

REVENUES & BEG. CASH:	
Proceeds from Bond Issue	0
Interest Earnings	0
Total Revenues	0
Beginning Cash and Investment Balance	33,871
TOTAL FROM ALL SOURCES	**$33,871**
EXPENDITURES & ENDING CASH:	
Supplies	
Other services & Charges	33,871
Capital Outlays	0
Total Expenditures	$33,871
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$33,871**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

COMMUNITY DEVELOPMENT BLOCK GRANT
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Federal Grants	$1,873,014
Transfers In	0
Total From All Sources Other Than taxation	1,873,014
Beginning Cash and Investment Balance	(28,910)
TOTAL FROM ALL SOURCES	**$1,844,104**

EXPENDITURES & ENDING CASH:

Personnel	232,943
Supplies & Expenses	7,500
Other services & Charges	462,686
Capital Outlays	1,140,975
Transfers	
Total Expenditures	$1,844,104
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$1,844,104**

CITY OF HATTIESBURG, MISSISSIPPI
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BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

SERIES 2014 (Southern Pointe) TIF Bond
Construction Fund:

REVENUES & BEG. CASH:	
Proceeds from Bond Issue	$2,600,000
Interest Earnings	
Total Revenues	2,600,000
Beginning Cash and Investment Balance	0
TOTAL FROM ALL SOURCES	**$2,600,000**
EXPENDITURES & ENDING CASH:	
Other services & Charges	143,000
Capital Outlays	2,209,076
Transfers to Other Funds	247,924
Total Expenditures	$2,600,000
Cash Balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$2,600,000**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

SERIES 2001 BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	$0
Grant Revenues - State of MS	0
Transfers In	0
Proceeds from General Obligation Bond Issue	0
Total Revenues	0
Beginning Cash and Investment Balance	145,361
TOTAL FROM ALL SOURCES	**$145,361**

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	145,361
Transfers Out	0
Total Expenditures	**$145,361**
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$145,361**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

SERIES 2012 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:	
Interest Earnings	0
Proceeds from Revenue Bond Issue	
Total Revenues	0
Beginning Cash and Investment Balance	789,168
TOTAL FROM ALL SOURCES	**$789,168**
EXPENDITURES & ENDING CASH:	
Other services & Charges	
Capital Outlays	789,168
Transfers Out	
Total Expenditures	$789,168
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$789,168**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

MDB CAPITAL PROJECTS FUND:

REVENUES & BEG. CASH:

Proceeds from Develpment Bank Loans	$0
Grant Revenues - Federal	0
Grant Revenues - State of MS	0
Transfers In	0
Miscellaneous	28
Non-Revenue Receipts	
Total Revenues	28
Beginning Cash and Investment Balance	109,797
TOTAL FROM ALL SOURCES	**$109,825**

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	109,825
Total Expenditures	$109,825
Cash Balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$109,825**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

KAMPER PARK ZOO CAPITAL
IMPROVEMENTS FUND:

REVENUES & BEG. CASH:	
State Grants	$0
Miscellaneous	0
Charges for Services	0
Transfers-In from Other Funds	0
Non-Revenue Receipts	0
Total Revenues	0
Beginning Cash and Investment Balance	2,237
TOTAL FROM ALL SOURCES	**$2,237**
EXPENDITURES & ENDING CASH:	
Supplies	0
Other services & Charges	0
Capital Outlays	2,237
Total Expenditures	$2,237
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$2,237**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2014

SERIES 2013 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:	
Interest Earnings	0
Proceeds from Revenue Bond Issue	$28,000,000
Total Revenues	28,000,000
Beginning Cash and Investment Balance	0
TOTAL FROM ALL SOURCES	**$28,000,000**
EXPENDITURES & ENDING CASH:	
Other services & Charges	6,698,036
Capital Outlays	18,291,614
Transfers Out	3,010,350
Total Expenditures	$28,000,000
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$28,000,000**

City of Hattiesburg, MS

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

Master

File Number: 2014-1055

File ID:	2014-1055	**Type:**	Resolution	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/15/2014
Brief Title:	Project Resolution Requisition No. 6 - 2013 Bonds			**Final Action:**	04/22/2014
				Minute Book Number:	MB2014-112-113

Title:

Adopt a Resolution authorizing Requisition No. 6 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Notes:

Sponsors:

Enactment Date:

Attachments: 2013 Bond Requisition No. 6, Payment Summary
Req 6, executed 2013 Bond Requisition No. 6
RES2014-84

Enactment Number:

Contact:

Meeting Date: 04/22/2014

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014	Adopt				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Adopt a Resolution authorizing Requisition No. 6 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

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

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2014-1055

Title

Adopt a Resolution authorizing Requisition No. 6 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

Project Resolution Requisition No. 6 - 2013 Bonds

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. 6 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated December 19, 2013. 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. 6 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF DECEMBER 19, 2013, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on December 19, 2013 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed $28,000,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City (the "Loan Agreement").

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 6 from the Project Fund Construction Account under the Loan in the total aggregate amount of $374,105.68 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. 6 from the Project Fund Construction Account under the Loan in the total aggregate amount of Three Hundred Seventy-Four Thousand One Hundred Five & 68/100 dollars ($374,105.68) 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. 6 in the total aggregate amount of Three Hundred Seventy-Four Thousand One Hundred Five & 68/100 dollars ($374,105.68) 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 22nd day of April, 2014.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 22nd day of April, 2014.

_____ _____

CITY CLERK MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: **6**

DATE OF REQUISITION: **4/22/2014**

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1.	Phoenix Fabricators & Erectors, Inc. P O Box 631541 Cincinnati, OH 45263-1541	105695.7245.04	$ 46,728.05	Pay App No. 9 & Final	Construction of Elevated Water Tank for period 1/27/13 - 3/10/14. MB 2012-1/125
2.	RJM McQueen Contracting, Inc. 80 Ramsey McQueen Road Collins, MS 39428	105695.7220.52	$ 18,000.00	20140414	Construction of Drying Bed at North Lagoon Period: 3/20/14 - 4/10/14 MB 2014-84
3.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220.49	$ 5,675.00	17949	Sewer Improvements Ph I Period: 2/22/14 - 3/29/14 MB 2011-4/89-110
4.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220.50	$ 7,217.50	17948	Sewer Improvements Ph II Period: 2/22/14 - 3/29/14 MB 2011-4/89-110
5.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220.01	$ 750.00	17947	Sewer Improvements Ph III Period: 2/22/14 - 3/29/14 MB 2011-4/89-110
6.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.28	$ 3,322.50	17946	Hwy 98 Fire Lines Period: 2/22/14 - 3/29/14 MB 2011-4/89-110

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
7.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.03	$ 595.00	17945	Hwy 98 Booster Station Period: 2/22/14 - 3/29/14 MB 2011-4/89-110
8.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.04	$ 300.00	17944	Hwy 98 Elevated Water Tank Period: 2/22/14 - 3/29/14 MB 2011-4/89-110
9.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.50	$ 2,252.50	17943	Water Improvements Ph I Period: 2/22/14 - 3/29/14 MB 2011-4/89-110
10.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.51	$ 675.00	17952	Water Improvements Ph II Period: 2/22/14 - 3/29/14 MB 2011-4/89-110
11.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.52	$ 6,225.00	17951	Water Improvements Ph III Period: 2/22/14 - 3/29/14 MB 2011-4/89-110
12.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.53	$ 3,150.00	17950	Water Improvements Ph IV Period: 2/22/14 - 3/29/14 MB 2011-4/89-110
13.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.6015	$ 248,228.49	17983	Inflow and Infiltration Sewer Study Period: 1/22/14 - 3/21/14 MB 2013-303
14.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220	$ 30,986.64	17982	18" Sewer Trunk Lines Period: 1/22/14 - 3/21/14 MB 2011-4/89-110
			$ 374,105.68		

sdw

Engineering Progress

April 11, 2014

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

Attn: Mayor Johnny L. Dupree, Ph. D.

Re: 500,000 Elevated Water Tank
City of Hattiesburg

Dear Mayor:

Enclosed please find the following final close-out documentation for the above referenced project:

- Contractor's Application for Payment No. 9 and FINAL
- Contractor's Warranty
- Consent of Surety to Final Payment
- Contractor's Affidavit

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosure

Cc: Tony McLendon

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

Contractor's Application For Payment No. 9-FINAL

	Application Period: 1/27/13 to 3/10/14	Application Date: March 10, 2014
To (Owner): City of Hattiesburg, 200 Forrest Street, Hattiesburg, MS 39403	From (Contractor): Phoenix Fabricators & Erectors, Inc., P.O. Box 631541, Cincinnati, Ohio 45263-1541	Via (Engineer): Shows, Dearman & Waits, Inc., P.O. Box 1711, Hattiesburg, MS 39403
	Project No.: PFE# 3267	
Project: 500,000 Gallon Elevated Water Storage Tank	Owner's Contract No.: Tank along U.S. HWY 98	Engineer's Project No.:

Application for Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	127,826.00	
TOTALS	127,826.00	0.00
NET CHANGE BY CHANGE ORDERS	127,826.00	

1.	ORIGINAL CONTRACT PRICE	$	806,735.00
2.	Net change by Change Order	$	127,826.00
3.	CURRENT CONTRACT PRICE (Line 1 ± 2)	$	934,561.00
4.	TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	$	934,561.00
5.	RETAINAGE:		
	a. 0 % × $ 934,561.00 Work Completed	$	0.00
6.	AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	$	934,561.00
7.	LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	~~887,832.95~~
8.	AMOUNT DUE THIS APPLICATION	$	46,728.05
9.	BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above	$	0.00

Contractor's Certification

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

Phoenix Fabricators & Erectors, Inc.

By: Date: 03/10/14

Tamara J. Schaub A/R Manger

Payment of: $ 46,728.05
(Line 8 or other - attach explanation of other amount)

is recommended by: _____ (Engineer) 4/4/2014 (Date)

Payment of: $ -
(Line 8 or other - attach explanation of other amount)

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

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

Lump Sum Progress Estimate

Contractor's Application

For (contract):	500,000 Gallon Elevated Water Storage Tank City of Hattiesburg	**Application Number:**	9-FINAL
Application Period:	1/27/13 to 3/10/14	**Application Date:**	3/10/14

A		B	Work Completed		E	F		G
Item		Scheduled Value	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F) B	Balance to Finish (B - F)
Specification Section No.	Description		From Previous Application (C +	This Period				
1.	ENGINEERING/BONDS/INS	$40,000.00	$40,000.00			$40,000.00	100%	$0.00
	FOUNDATION	$94,800.00	$94,800.00			$94,800.00	100%	$0.00
	FABRICATION/DELIVERY	$361,100.00	$361,100.00			$361,100.00	100%	$0.00
	ERECTION	$150,000.00	$150,000.00			$150,000.00	100%	$0.00
	ELECTRICAL	$3,600.00	$3,600.00			$3,600.00	100%	$0.00
2.	12" DIP 100' @ $60.00	$6,000.00	$6,000.00			$6,000.00	100%	$0.00
3.	8" DIP 240' @ $45.00	$10,800.00	$10,800.00			$10,800.00	100%	$0.00
4.	FIRE HYDRANT 2 @ 2800.00	$5,600.00	$5,600.00			$5,600.00	100%	$0.00
5.	FENCE 382' @ 17.50	$6,685.00	$6,685.00			$6,685.00	100%	$0.00
6.	PAINTING	$97,000.00	$97,000.00			$97,000.00	100%	$0.00
7.	SITE WORK	$4,500.00	$4,500.00			$4,500.00	100%	$0.00
8.	ACCESS ROAD	$12,500.00	$12,500.00			$12,500.00	100%	$0.00
9.	EROSION CONTROL	$3,650.00	$3,650.00			$3,650.00	100%	$0.00
10.	OVERFLOW INLET & PIPING	$9,500.00	$9,500.00			$9,500.00	100%	$0.00
11.	RECLOCATION OF UTILITY	$1,000.00	$1,000.00			$1,000.00	100%	$0.00
12.	C/O #1- ENGINEERING/BONDS	$8,300.00	$8,300.00			$8,300.00	100%	$0.00
	- DRILLED PIERS	$70,150.00	$70,150.00			$70,150.00	100%	$0.00
	- FOUNDATION	$49,376.00	$49,376.00			$49,376.00	100%	$0.00
	Totals	$934,561.00	$934,561.00	$0.00	$0.00	$934,561.00	100%	$0.00

Prepared by Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

FABRICATORS AND ERECTORS, INC.
182 SOUTH COUNTY ROAD 900 EAST • AVON, IN 46123-8973

WARRANTY

Owner's Name: City of Hattiesburg, MS

Prime Contractor: Phoenix Fabricators & Erectors, Inc.
182 South County Road 900E
Avon, Indiana 46123
317.271.7002

Project Description: 500,000 Gallon Elevated Water Storage Tank

PFE Job Number: 3267

Phoenix Fabricators & Erectors, Inc. hereby warrants the above-mentioned project to be free of defects in material and workmanship for a period of twelve (12) months effective from this date March 1, 2014.

This warranty excludes; acts of God, vandalism, defects or damage caused by abuse, modifications, or improper maintenance or operation by persons other than Phoenix Fabricators & Erectors, Inc. or by any other individuals or entity for whom Phoenix is responsible; or normal wear and tear under normal usage.

Mike Adams
Project Manger
Phoenix Fabricators & Erectors, Inc.

Consent of Surety to Final Payment

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER ☐

AIA DOCUMENT G707

Bond No. 929548391

TO OWNER: City of Hattiesburg
(Name and address) 200 Forrest St.
Hattiesburg, MS 39401

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:
500,000 Gallon Elevated Water Tank Along US Highway 98

PROJECT: 500,000 Gallon Elevated Water Tank Along US Highway 98
(Name and address)

CONTRACT DATED:
April 30, 2012

In accordance with the provisions of the Contract between the Owner and the Contractor as included above, the Western Surety Company, 9000 Keystone Crossing, Suite 500, Indianapolis, IN 46240,
(Insert name and address of Surety)

SURETY, on bond of Phoenix Fabricators and Erectors, Inc.
(Insert name and address of Contractor)

182 South County Road 900 East, Avon, IN 46123, CONTRACTOR, hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to City of Hattiesburg
(Insert name and address of Owner)

200 Forrest St. Hattiesburg, MS 39401, OWNER, as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: March 10, 2014
(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal):

Western Surety Company
(Surety)

(Signature of authorized representative)

Liana M. Shelton, Attorney-In-Fact
(Printed name and title

Printed in cooperation with the American Institute of Architects (AIA) by the CNA Insurance Companies.
The language in this document conforms exactly to the language used in AIA Document G707 - Consent of Surety Company to Final Payment - 1994 Edition.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Daniel T Touw, Liana M Shelton, Jason D McEldowney, Nancy N Nonweiler, Individually

of Indianapolis, IN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of March, 2013.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 8th day of March, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of March, 2014.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

CONTRACTORS AFFIDAVIT

The State of Indiana Date 3/10/14

The County of Hendricks

The City of Avon

Jeffery A. Short President of PHOENIX FABRICATORS AND ERECTORS, INC.
(Officer's Name Title) (Contractor's Name)

has furnished all labor and material entering into the ELEVATED WATER STORAGE

TANK at Hattiesburg, MS
(Kind of Work) (Name and Location of Plant or Work)

called for in contract(s) dated 4/17/12 with

The City of Hattiesburg.
(Owner's Name)

Jeffery A. Short states further that he has full knowledge of all
(Officer's Name)
obligations for such labor and materials which have entered into and become part of that certain project known and designated above, and he further disposes and says that all debts and other obligations for such labor and materials have been fully and completely paid for in good and lawful money of the United States of America and that there are no suits for damages against them proceeding, prospective or otherwise, in consequence of their operations on the above said project.

The said PHOENIX FABRICATORS AND ERECTORS, INC. will hold the Owners,

The City of Hattiesburg, blameless of any and all Mechanic's Liens
(Owner's Name)
that may be hereafter entered or filed for record, so as to constitute charge against said premises for work or labor done or materials furnished by them.

IN WITNESS WHEREOF, he has heretofore put his hand and seal.

(Officer's Name)

(Seal)

I, Tamara J. Schaub, Notary Public in and for the above named County and

State do hereby certify that Jeffery A. Short personally known to me to be the affiant in the foregoing affidavit, personally appeared before me this day and, having been duly sworn, deposes and say tht the facts set forth in the above affidavit are true and correct.

WITNESS my hand and seal this 10th day of March, 20 14.

My commission expires 8/26/14

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

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

POINT OF CONTACT:

Page - 1
Date - 03/20/14

PO No. - 141120

Req No. - 2036

VENDOR MAILING:
RJM MCQUEEN CONTRACTING INC
80 RAMSRY MCQUEEN ROAD
COLLINS MS 39428

WAITS, SHARON (601) 5454640
MINUTE BOOK # Pending 3-18-14 MEET

VENDOR # 00092535

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

PROCESSING CODE:

SEND METHOD 1 (601)7656562

PROJECT LINE: DRYING BED AT SOUTH LAGOON

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
105695.7220.52	DRYING BED Construction of one Drying Bed at the North Lagoon for disposal of debris resulting from CCTV clean out project.	1.00	EA	18,000.0000	18,000.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 18,000.00

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

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

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

To(Owner): CITY OF HATTIESBURG
P.O. BOX 1898
HATTIESBURG, MS 39401

Project: FORREST/COH/DRYING BED @ LAGOO
PO# 141120
DRYING BED AT NORTH LAGOON

Application No: 1
Invoice No: 20140414
Invoice Date: 4/10/2014
Period To: 4/10/2014
Project No: 201418002
Contract Date: 3/20/2014

From: RJM-McQueen Contracting, Inc
80 Ramsey McQueen Road
Collins, MS 39428
(601) 765-6561

Via(Architect/: Engineer)

For:

No.	Description	Total Quantity	Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
	CONCRETE							
01.99	DRYING BED	1 LS	18,000.00	18,000.00	1	18,000.00	0.00	18,000.00
				18,000.00		18,000.00	0.00	18,000.00

Contract sum	18,000.00
Completed to date	18,000.00
Retainage	0.00
Total earned less retainage	18,000.00
Previous billings	0.00
Current payment due	18,000.00
Sales tax	0.00
Total due	18,000.00

105695.7220.52

MB 2014-84

sdw Engineering Progress

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

April 02, 2014
Project No: 1273-S001
Invoice No: 17949

Project Manager Kyle Wallace

Project 1273-S001 Columbia St, Corrine St, Duke Ave, Carlisle Dr., U.S Hwy 49 S, WST Tatum Blvd.

Professional Services from February 22, 2014 to March 29, 2014

Phase CM Construction Management - Columbia St.

Construction Cost	776,146.00
Fee Percentage	9.00
Total Fee	69,853.14

Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Phase Services	100.00	69,853.14	100.00	69,853.14	69,853.14	0.00
		Totals		69,853.14	69,853.14	0.00
		Total Fee				**0.00**

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	59.00	85.00	5,015.00	
McLendon, Gerald	6.00	85.00	510.00	
PROJECT ENGINEER				
Wallace, Kyle	1.00	150.00	150.00	
Totals	66.00		5,675.00	
Total Labor				**5,675.00**

Total this Phase **$5,675.00**

Total this Invoice **$5,675.00**

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

sdw Engineering Progress

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

April 02, 2014
Project No: 1273-S002
Invoice No: 17948

Project Manager Kyle Wallace

Project 1273-S002 Comprehensive Sewer Improvements - Ph II

Professional Services from February 22, 2014 to March 29, 2014

Phase CM Construction Management

Construction Cost	1,692,234.28
Fee Percentage	9.00
Total Fee	152,301.09

Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Phase Services	100.00	152,301.09	100.00	152,301.09	152,301.09	0.00
		Totals		152,301.09	152,301.09	0.00
		Total Fee				**0.00**

Professional Personnel

	Hours	Rate	Amount	
Tew, Robert	24.00	85.00	2,040.00	
AUTO CAD TECHNICIAN				
Sullivan, Richard	6.00	85.00	510.00	
CONSTRUCTION OBSERVER				
Tingle, William	20.50	85.00	1,742.50	
FIELD CREW				
Crew, Field	14.50	150.00	2,175.00	
PROJECT ENGINEER				
Wallace, Kyle	5.00	150.00	750.00	
Totals	70.00		7,217.50	
Total Labor				**7,217.50**

Total this Phase **$7,217.50**

Total this Invoice **$7,217.50**

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

sdw
Engineering Progress

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

April 02, 2014
Project No: 1273-S003
Invoice No: 17947

Project Manager Kyle Wallace

Project 1273-S003 Comprehensive Sewer Improvements Ph III

Professional Services from February 22, 2014 to March 29, 2014

Phase CM Construction Management

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

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Wallace, Kyle	5.00	150.00	750.00	
Totals	5.00		750.00	
Total Labor				**750.00**
		Total this Phase		**$750.00**
		Total this Invoice		**$750.00**

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

sdw Engineering Progress

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

April 02, 2014
Project No: 1273-W001
Invoice No: 17946

Project Manager Kyle Wallace

Project 1273-W001 Hwy 98 West Fire Lines

Professional Services from February 22, 2014 to March 29, 2014

Phase CM Hwy 98 W Fire Lines - Construction Mgt

Professional Personnel

	Hours	Rate	Amount	
Tew, Robert	22.00	85.00	1,870.00	
Auto Cad Technician				
Sullivan, Richard	6.50	85.00	552.50	
Project Engineer				
Wallace, Kyle	6.00	150.00	900.00	
Totals	34.50		3,322.50	
Total Labor				**3,322.50**
		Total this Phase		**$3,322.50**
		Total this Invoice		**$3,322.50**

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

sdw Engineering Progress

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

April 02, 2014
Project No: 1273-W002
Invoice No: 17945

Project Manager Kyle Wallace

Project 1273-W002 Hwy 98 West Booster Station

Professional Services from February 22, 2014 to March 29, 2014

Phase CM Hwy 98 W Booster Sta - Construction Mgmt

Professional Personnel

	Hours	Rate	Amount	
Tew, Robert	7.00	85.00	595.00	
Totals	7.00		595.00	
Total Labor				**595.00**
		Total this Phase		**$595.00**
		Total this Invoice		**$595.00**

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

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Engineering Progress

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

April 02, 2014
Project No: 1273-W003
Invoice No: 17944

Project Manager Kyle Wallace

Project 1273-W003 Highway 98 West Elevated Tank

Professional Services from February 22, 2014 to March 29, 2014

Phase CM Hwy 98 West Elevated Tank - Construction

Professional Personnel

	Hours	Rate	Amount	
Project Engineer				
Wallace, Kyle	2.00	150.00	300.00	
Totals	2.00		300.00	
Total Labor				**300.00**
		Total this Phase		**$300.00**
		Total this Invoice		**$300.00**

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

sdw Engineering Progress

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

April 02, 2014
Project No: 1273-W004
Invoice No: 17943

Project Manager Kyle Wallace

Project 1273-W004 Comprehensive Water Improvement - Ph I

Professional Services from February 22, 2014 to March 29, 2014

Phase CM COMSWIP Water Imp PhI - Construction

Construction Cost	433,213.65			
Fee Percentage	9.00			
Total Fee	38,989.23			
Percent Complete	100.00	Total Earned	38,989.23	
		Previous Fee Billing	38,989.23	
		Current Fee Billing	0.00	
		Total Fee		**0.00**

Professional Personnel

	Hours	Rate	Amount	
Tew, Robert	19.50	85.00	1,657.50	
AUTO CAD TECHNICIAN				
Sullivan, Richard	7.00	85.00	595.00	
Totals	26.50		2,252.50	
Total Labor				**2,252.50**
		Total this Phase		**$2,252.50**
		Total this Invoice		**$2,252.50**

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

Engineering Progress

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

April 02, 2014
Project No: 1273-W007
Invoice No: 17952

Project Manager Kyle Wallace

Project 1273-W007 ComSWIP Water Phase II - Palmers Crossing

Professional Services from February 22, 2014 to March 29, 2014

Phase DD Palmer's Crossing - Design Phase

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Sellers, Bennie	2.50	150.00	375.00	
Wallace, Kyle	2.00	150.00	300.00	
Totals	4.50		675.00	
Total Labor				**675.00**
		Total this Phase		**$675.00**
		Total this Invoice		**$675.00**

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

sdw
Engineering Progress

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

April 02, 2014
Project No: 1273-W008
Invoice No: 17951

Project Manager Kyle Wallace

Project 1273-W008 ComSWIP Water Phase III - Mobile & Bouie

Professional Services from February 22, 2014 to March 29, 2014

Phase DD Mobile & Bouie - Design Phase Services

Professional Personnel

	Hours	Rate	Amount	
Sellers, Bennie	11.00	150.00	1,650.00	
PROJECT ENGINEER				
Sellers, Bennie	28.50	150.00	4,275.00	
Wallace, Kyle	2.00	150.00	300.00	
Totals	41.50		6,225.00	
Total Labor				**6,225.00**
		Total this Phase		**$6,225.00**
		Total this Invoice		**$6,225.00**

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

sdw Engineering Progress

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

April 02, 2014
Project No: 1273-W009
Invoice No: 17950

Project Manager Kyle Wallace

Project 1273-W009 ComSWIP Water - Phase IV - Misc.

Professional Services from February 22, 2014 to March 29, 2014

Phase DD Water Phase IV - Design Phase Services

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Sellers, Bennie	21.00	150.00	3,150.00	
Totals	21.00		3,150.00	
Total Labor				**3,150.00**
		Total this Phase		**$3,150.00**
		Total this Invoice		**$3,150.00**

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

Engineering Progress

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

April 15, 2014
Project No: 11202
Invoice No: 17983

Project Manager John Weeks

Project 11202 I/I Study

Professional Services from January 22, 2014 to March 21, 2014

Phase 01 I/I Study

Task 02 Sanitary Sewer Evaluation Study (SSES)

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Pay Request No. 1	0.00	0.00	248,228.49	0.00	248,228.49
Total Fee	0.00		248,228.49	0.00	248,228.49
		Total Fee			**248,228.49**
				Total this Task	**$248,228.49**
				Total this Phase	**$248,228.49**
				Total this Invoice	**$248,228.49**

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

CITY OF HATTIESBURG
PROJECT NO. 11202 - SEWER SYSTEM EVALUATION SURVEY (SSES)
PAY REQUEST NO. 1
From 01/22/2014 - 03/21/2014

Item No.	Service Description	Quantity	Price	Extension
SECTION 1000 MOBILIZATION DEMOBILIZATION				
1000.01	Mobilization & Demobilization of Standard Equipment & Crews	0.5	$ 10,000.00	$ 5,000.00
SECTION 2000 FLOW MONITORING SERVICES				
2000.01	Temporary Flow Monitoring - Turn-Key Study w/Report - 60 Day Study	19.75	$ 5,000.00	$ 98,750.00
2000.02	Temporary Flow Monitoring - 30 Day Extension		$ 2,250.00	$ -
2000.03	Temporary Rain Guage - Turn-Key Study w/Report - Based on 60 Day Stu	2.5	$ 1,650.00	$ 4,125.00
2000.04	Temporary Rain Guage - 30 Day Extension		$ 750.00	$ -
2000.05	Pump Station Evaluation - Monitoring & Pump Conformations		$ 1,600.00	$ -
2000.06	Long-Term Flow Monitor Installation		$ 2,750.00	$ -
2000.07	Long-Term Flow Monitor Maintenance, Calibration & Reporting - Per Mo.		$ 1,250.00	$ -
2000.08	Long-Term Rain Guage Installation		$ 1,000.00	$ -
2000.09	Long-Term Rain Guage Maintenance, Calibration & Reporting - Per Mo.		$ 350.00	$ -
2000.10	Night Flow Isolation		$ 350.00	$ -
SECTION 3000 SMOKE TESTING				
3000.01	Smoke Testing (Including Data Management)	10165.4	$ 0.50	$ 5,082.70
SECTION 4000 MANHOLE SERVICES				
4000.01	3D MH Condition Assessment w/Internal Images and GPS Data Collection		$ 100.00	$ -
4000.02	Structural Manhole Condition Assessment w/Internal Images		$ 85.00	$ -
4000.03	Removal of Stabilized Debris		$ 255.00	$ -
4000.04	Manhole Inspection Data Management		$ 4.50	$ -
SECTION 5000 SANITARY SEWER LINE CLEANING				
5000.01	Standard Cleaning 6" Sanitary Sewer	967.6	$ 1.30	$ 1,257.88
5000.02	Standard Cleaning 8" Sanitary Sewer	9593.6	$ 1.45	$ 13,910.72
5000.03	Standard Cleaning 10" Sanitary Sewer	1466.3	$ 1.60	$ 2,346.08

5000.04	Standard Cleaning 12" Sanitary Sewer		$	2.10	$	-
5000.05	Standard Cleaning 15" Sanitary Sewer		$	3.15	$	-
5000.06	Standard Cleaning 18" Sanitary Sewer		$	5.90	$	-
5000.07	Standard Cleaning 21" Sanitary Sewer		$	6.75	$	-
5000.08	Standard Cleaning 24" Sanitary Sewer		$	7.75	$	-
5000.09	Standard Cleaning 27" Sanitary Sewer		$	8.75	$	-
5000.10	Standard Cleaning 30" Sanitary Sewer		$	10.25	$	-
5000.11	Standard Cleaning 36" Sanitary Sewer		$	12.25	$	-
5000.12	Protruding Tap Cutting	1	$	210.00	$	210.00
SECTION 6000 ROOT/GREASE CUTTING						
6000.01	Root/Grease Cutting in 6" - 12" Sanitary Sewer		$	1.25	$	-
6000.02	Root/Grease Cutting in 15" - 21" Sanitary Sewer		$	2.10	$	-
6000.03	Root/Grease Cutting in 24" - 36" Sanitary Sewer		$	3.70	$	-
SECTION 7000 CLOSED CIRCUIT TELEVISION INSPECTION						
7000.01	CCTV Inspection <21" Sewer Pipe	11947.2	$	1.35	$	16,128.72
7000.02	CCTV Inspection 21" - 36" Sewer Pipe	654.1	$	2.15	$	1,406.32
7000.03	CCTV Inspection of Service Laterals w/GPS Data Collection		$	250.00	$	-
7000.04	Additional Set Up	16	$	200.00	$	3,200.00
7000.05	CCTV Inspection Data Management	29093.6	$	0.20	$	5,818.72
SECTION 8000 SPECIALTY INSPECTION						
8000.01	Sonar/CCTV Inspection of 18" - 36" Sewer Line	16257.7	$	5.50	$	89,417.35
SECTION 9000 BYPASS PUMPING						
9000.01	Setup of 3"-4" Bypass Pump		$	700.00	$	-
9000.02	Setup of 6" Bypass Pump		$	1,500.00	$	-
9000.03	Setup of 8" Bypass Pump		$	2,000.00	$	-
9000.04	Operation of 3"-4" Baypass Pump		$	40.00	$	-
9000.05	Operation of 6" Bypass Pump		$	65.00	$	-
9000.06	Operation of 8" Bypass Pump		$	90.00	$	-
SECTION 10000 MISCELLANEOUS FIELD SERVICES						
10000.01	Traffic Flagman	35	$	45.00	$	1,575.00

10000.02	Cleaning Wet Wells		$ 425.00	$ -
10000.03	Dye Testing		$ 450.00	$ -
10000.04	Combination Cleaning Truck w/Operator & Helper <10,000 LF (Min 8 Hrs)		$ 300.00	$ -
10000.05	CCTV Inspection Unit w/Operator & Helper <10,000 LF (Min 8 Hrs)		$ 200.00	$ -
10000.06	Rehabilitation Recommendations		$ 0.30	$ -
SECTION 11000 MODELING				
11000.01	Calibrate Hydraulic Flow Model		$ 86,000.00	$ -
	TOTALS			$ 248,228.49

sdw
Engineering Progress

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

April 15, 2014
Project No: 1273-S006
Invoice No: 17982

Project Manager John Weeks

Project 1273-S006 18" CIPP - San Antonio, E. Hardy, Lakeview

Professional Services from January 22, 2014 to March 21, 2014

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
Pay Request No. 1	0.00	0.00	30,986.64	0.00	30,986.64	
Total Fee	0.00		30,986.64	0.00	30,986.64	
		Total Fee				**30,986.64**
				Total this Invoice		**$30,986.64**

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

CITY OF HATTIESBURG
PROJECT 1273-S006 - 18" CIPP SAN ANTONIO, E. HARDY, LAKEVIEW
PAY REQUEST NO. 1
From 01/22/2014 - 03/21/2014

Item No.	Service Description	Quantity	Price	Extension
SECTION 1000 MOBILIZATION DEMOBILIZATION				
1000.01	Mobilization & Demobilization of Standard Equipment & Crews		$ 10,000.00	$ -
SECTION 2000 FLOW MONITORING SERVICES				
2000.01	Temporary Flow Monitoring - Turn-Key Study w/Report - 60 Day Study		$ 5,000.00	$ -
2000.02	Temporary Flow Monitoring - 30 Day Extension		$ 2,250.00	$ -
2000.03	Temporary Rain Guage - Turn-Key Study w/Report - Based on 60 Day Study		$ 1,650.00	$ -
2000.04	Temporary Rain Guage - 30 Day Extension		$ 750.00	$ -
2000.05	Pump Station Evaluation - Monitoring & Pump Conformations		$ 1,600.00	$ -
2000.06	Long-Term Flow Monitor Installation		$ 2,750.00	$ -
2000.07	Long-Term Flow Monitor Maintenance, Calibration & Reporting - Per Mo.		$ 1,250.00	$ -
2000.08	Long-Term Rain Guage Installation		$ 1,000.00	$ -
2000.09	Long-Term Rain Guage Maintenance, Calibration & Reporting - Per Mo.		$ 350.00	$ -
2000.10	Night Flow Isolation		$ 350.00	$ -
SECTION 3000 SMOKE TESTING				
3000.01	Smoke Testing (Including Data Management)		$ 0.50	$ -
SECTION 4000 MANHOLE SERVICES				
4000.01	3D MH Condition Assessment w/Internal Images and GPS Data Collection		$ 100.00	$ -
4000.02	Structural Manhole Condition Assessment w/Internal Images		$ 85.00	$ -
4000.03	Removal of Stabilized Debris		$ 255.00	$ -
4000.04	Manhole Inspection Data Management		$ 4.50	$ -
SECTION 5000 SANITARY SEWER LINE CLEANING				
5000.01	Standard Cleaning 6" Sanitary Sewer		$ 1.30	$ -
5000.02	Standard Cleaning 8" Sanitary Sewer		$ 1.45	$ -
5000.03	Standard Cleaning 10" Sanitary Sewer		$ 1.60	$ -

5000.04	Standard Cleaning 12" Sanitary Sewer		$ 2.10	$ -
5000.05	Standard Cleaning 15" Sanitary Sewer		$ 3.15	$ -
5000.06	Standard Cleaning 18" Sanitary Sewer		$ 5.90	$ -
5000.07	Standard Cleaning 21" Sanitary Sewer		$ 6.75	$ -
5000.08	Standard Cleaning 24" Sanitary Sewer		$ 7.75	$ -
5000.09	Standard Cleaning 27" Sanitary Sewer		$ 8.75	$ -
5000.10	Standard Cleaning 30" Sanitary Sewer		$ 10.25	$ -
5000.11	Standard Cleaning 36" Sanitary Sewer		$ 12.25	$ -
5000.12	Protruding Tap Cutting		$ 210.00	$ -
SECTION 6000 ROOT/GREASE CUTTING				
6000.01	Root/Grease Cutting in 6" - 12" Sanitary Sewer		$ 1.25	$ -
6000.02	Root/Grease Cutting in 15" - 21" Sanitary Sewer		$ 2.10	$ -
6000.03	Root/Grease Cutting in 24" - 36" Sanitary Sewer		$ 3.70	$ -
SECTION 7000 CLOSED CIRCUIT TELEVISION INSPECTION				
7000.01	CCTV Inspection <21" Sewer Pipe	234.6	$ 1.35	$ 316.71
7000.02	CCTV Inspection 21" - 36" Sewer Pipe		$ 2.15	$ -
7000.03	CCTV Inspection of Service Laterals w/GPS Data Collection		$ 250.00	$ -
7000.04	Additional Set Up	9	$ 200.00	$ 1,800.00
7000.05	CCTV Inspection Data Management	5064.9	$ 0.20	$ 1,012.98
SECTION 8000 SPECIALTY INSPECTION				
8000.01	Sonar/CCTV Inspection of 18" - 36" Sewer Line	5064.9	$ 5.50	$ 27,856.95
SECTION 9000 BYPASS PUMPING				
9000.01	Setup of 3"-4" Bypass Pump		$ 700.00	$ -
9000.02	Setup of 6" Bypass Pump		$ 1,500.00	$ -
9000.03	Setup of 8" Bypass Pump		$ 2,000.00	$ -
9000.04	Operation of 3"-4" Baypass Pump		$ 40.00	$ -
9000.05	Operation of 6" Bypass Pump		$ 65.00	$ -
9000.06	Operation of 8" Bypass Pump		$ 90.00	$ -
SECTION 10000 MISCELLANEOUS FIELD SERVICES				
10000.01	Traffic Flagman		$ 45.00	$ -

10000.02	Cleaning Wet Wells		$ 425.00	$ -
10000.03	Dye Testing		$ 450.00	$ -
10000.04	Combination Cleaning Truck w/Operator & Helper <10,000 LF (Min 8 Hrs)		$ 300.00	$ -
10000.05	CCTV Inspection Unit w/Operator & Helper <10,000 LF (Min 8 Hrs)		$ 200.00	$ -
10000.06	Rehabilitation Recommendations		$ 0.30	$ -
SECTION 11000 MODELING				
11000.01	Calibrate Hydraulic Flow Model		$ 86,000.00	$ -
	TOTALS			$ 30,986.64

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

(1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
(2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Project Fund Construction Account.
(3) Each of the items was reasonable and necessary in connection with the "Construction Project" being financed pursuant to the Loan Agreement dated as of December 19, 2013 (the "Loan Agreement").
(4) The payment herein authorized and approved is a proper charge against the Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
(5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Title: Mayor or City Clerk
(Authorized City Representative)

City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of 4/22/14

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
Comprehensive Sanitary Sewer Study Task 1		6,300.00
Hwy 98 Booster Station	595.00	5,175.00
Hwy 98 Elevated Water Tank	47,028.05	111,651.30
Hwy 98 Fire Lines	3,322.50	5,722.50
James St Water Well # 3		19,627.99
No-Discharge Wastewater Treatment System		192,278.76
Sewer Improvements Ph I	5,675.00	82,397.61
Sewer Improvements Ph II	7,217.50	185,828.07
Sewer Improvements Ph III	750.00	235,905.38
Sewer Improvements Ph IV		2,690.00
Water Improvements Ph I	2,252.50	24,470.00
Water Improvements Ph II	675.00	10,080.00
Water Improvements Ph III	6,225.00	13,800.00
Water Improvements Ph IV	3,150.00	6,900.00
Wesley Water Well # 2		6,900.00
Construction of Drying Bed at North Lagoon	18,000.00	18,000.00
Inflow and Infiltration Study	248,228.49	248,228.49
18" Sewer Trunk Lines	30,986.64	30,986.64
Grand Total	**374,105.68**	**1,206,941.74**

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. 6 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated December 19, 2013. 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. 6 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF DECEMBER 19, 2013, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on December 19, 2013 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed $28,000,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City (the "Loan Agreement").

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 6 from the Project Fund Construction Account under the Loan in the total aggregate amount of $374,105.68 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. 6 from the Project Fund Construction Account under the Loan in the total aggregate amount of Three Hundred Seventy-Four Thousand One Hundred Five & 68/100 dollars ($374,105.68) 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. 6 in the total aggregate amount of Three Hundred Seventy-Four Thousand One Hundred Five & 68/100 dollars ($374,105.68) 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
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the resolution adopted, this the 22nd day of April, 2014.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 22nd day of April, 2014.

Connie Everett (DC)
CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: 6

DATE OF REQUISITION: **4/22/2014**

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1.	Phoenix Fabricators & Erectors, Inc. P O Box 631541 Cincinnati, OH 45263-1541	105695.7245.04	$ 46,728.05	Pay App No. 9 & Final	Construction of Elevated Water Tank for period 1/27/13 - 3/10/14. MB 2012-1/125
2.	RJM McQueen Contracting, Inc. 80 Ramsey McQueen Road Collins, MS 39428	105695.7220.52	$ 18,000.00	20140414	Construction of Drying Bed at North Lagoon Period: 3/20/14 - 4/10/14 MB 2014-84
3.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220.49	$ 5,675.00	17949	Sewer Improvements Ph I Period: 2/22/14 - 3/29/14 MB 2011-4/89-110
4.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220.50	$ 7,217.50	17948	Sewer Improvements Ph II Period: 2/22/14 - 3/29/14 MB 2011-4/89-110
5.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220.01	$ 750.00	17947	Sewer Improvements Ph III Period: 2/22/14 - 3/29/14 MB 2011-4/89-110
6.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.28	$ 3,322.50	17946	Hwy 98 Fire Lines Period: 2/22/14 - 3/29/14 MB 2011-4/89-110

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
7.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.03	$ 595.00	17945	Hwy 98 Booster Station Period: 2/22/14 - 3/29/14 MB 2011-4/89-110
8.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.04	$ 300.00	17944	Hwy 98 Elevated Water Tank Period: 2/22/14 - 3/29/14 MB 2011-4/89-110
9.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.50	$ 2,252.50	17943	Water Improvements Ph I Period: 2/22/14 - 3/29/14 MB 2011-4/89-110
10.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.51	$ 675.00	17952	Water Improvements Ph II Period: 2/22/14 - 3/29/14 MB 2011-4/89-110
11.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.52	$ 6,225.00	17951	Water Improvements Ph III Period: 2/22/14 - 3/29/14 MB 2011-4/89-110
12.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7245.53	$ 3,150.00	17950	Water Improvements Ph IV Period: 2/22/14 - 3/29/14 MB 2011-4/89-110
13.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.6015	$ 248,228.49	17983	Inflow and Infiltration Sewer Study Period: 1/22/14 - 3/21/14 MB 2013-303
14.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	105695.7220	$ 30,986.64	17982	18" Sewer Trunk Lines Period: 1/22/14 - 3/21/14 MB 2011-4/89-110
			$ 374,105.68		

sdw

Engineering Progress

April 11, 2014

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

Attn: Mayor Johnny L. Dupree, Ph. D.

Re: 500,000 Elevated Water Tank
City of Hattiesburg

Dear Mayor:

Enclosed please find the following final close-out documentation for the above referenced project:

- Contractor's Application for Payment No. 9 and FINAL
- Contractor's Warranty
- Consent of Surety to Final Payment
- Contractor's Affidavit

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosure

Cc: Tony McLendon

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

Contractor's Application For Payment No. 9-FINAL

		Application Period: 1/27/13 to 3/10/14	Application Date: March 10, 2014
To (Owner):	City of Hattiesburg 200 Forrest Street Hattiesburg, MS 39403	From (Contractor): Phoenix Fabricators & Erectors, Inc. P.O. Box 631541 Cincinnati, Ohio 45263-1541 Project No.: PFE# 3267	Via (Engineer) Shows, Dearman & Waits, Inc. P.O. Box 1711 Hattiesburg, MS 39403
Project: 500,000 Gallon Elevated Water Storage Tank		Owner's Contract No.: Tank along U.S. HWY 98	Engineer's Project No.:

Application for Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	127,826.00	
TOTALS	127,826.00	0.00
NET CHANGE BY CHANGE ORDERS		127,826.00

1.	ORIGINAL CONTRACT PRICE	$	806,735.00
2.	Net change by Change Order	$	127,826.00
3.	CURRENT CONTRACT PRICE (Line 1 ± 2)	$	934,561.00
4.	TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	$	934,561.00
5.	RETAINAGE:		
	a. 0 % × $ 934,561.00 Work Completed	$	0.00
6.	AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	$	934,561.00
7.	LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	~~887,832.95~~
8.	AMOUNT DUE THIS APPLICATION	$	46,728.05
9.	BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above	$	0.00

Contractor's Certification

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

Phoenix Fabricators & Erectors, Inc.

By: Date: 03/10/14

Tamara J. Schaub A/R Manager

Payment of: $ 46,728.05
(Line 8 or other - attach explanation of other amount)

is recommended by: (Engineer) 4/4/2014 (Date)

Payment of: $ -
(Line 8 or other - attach explanation of other amount)

is approved by: (Owner) (Date)

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

Prepared by Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Lump Sum Progress Estimate

Contractor's Application

For (contract):	500,000 Gallon Elevated Water Storage Tank City of Hattiesburg	Application Number:	9-FINAL
Application Period:	1/27/13 to 3/10/14	Application Date:	3/10/14

A		B	Work Completed		E	F		G
Item		Scheduled Value	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F) B	Balance to Finish (B - F)
Specification Section No.	Description		From Previous Application (C +	This Period				
1.	ENGINEERING/BONDS/INS	$40,000.00	$40,000.00			$40,000.00	100%	$0.00
	FOUNDATION	$94,800.00	$94,800.00			$94,800.00	100%	$0.00
	FABRICATION/DELIVERY	$361,100.00	$361,100.00			$361,100.00	100%	$0.00
	ERECTION	$150,000.00	$150,000.00			$150,000.00	100%	$0.00
	ELECTRICAL	$3,600.00	$3,600.00			$3,600.00	100%	$0.00
2.	12" DIP 100' @ $60.00	$6,000.00	$6,000.00			$6,000.00	100%	$0.00
3.	8" DIP 240' @ $45.00	$10,800.00	$10,800.00			$10,800.00	100%	$0.00
4.	FIRE HYDRANT 2 @ 2800.00	$5,600.00	$5,600.00			$5,600.00	100%	$0.00
5.	FENCE 382' @ 17.50	$6,685.00	$6,685.00			$6,685.00	100%	$0.00
6.	PAINTING	$97,000.00	$97,000.00			$97,000.00	100%	$0.00
7.	SITE WORK	$4,500.00	$4,500.00			$4,500.00	100%	$0.00
8.	ACCESS ROAD	$12,500.00	$12,500.00			$12,500.00	100%	$0.00
9.	EROSION CONTROL	$3,650.00	$3,650.00			$3,650.00	100%	$0.00
10.	OVERFLOW INLET & PIPING	$9,500.00	$9,500.00			$9,500.00	100%	$0.00
11.	RECLOCATION OF UTILITY	$1,000.00	$1,000.00			$1,000.00	100%	$0.00
12.	C/O #1- ENGINEERING/BONDS	$8,300.00	$8,300.00			$8,300.00	100%	$0.00
	- DRILLED PIERS	$70,150.00	$70,150.00			$70,150.00	100%	$0.00
	- FOUNDATION	$49,376.00	$49,376.00			$49,376.00	100%	$0.00
	Totals	$934,561.00	$934,561.00	$0.00	$0.00	$934,561.00	100%	$0.00

PHOENIX
FABRICATORS AND ERECTORS, INC.
182 SOUTH COUNTY ROAD 900 EAST • AVON, IN 46123-8973

WARRANTY

Owner's Name: City of Hattiesburg, MS

Prime Contractor: Phoenix Fabricators & Erectors, Inc.
182 South County Road 900E
Avon, Indiana 46123
317.271.7002

Project Description: 500,000 Gallon Elevated Water Storage Tank

PFE Job Number: 3267

Phoenix Fabricators & Erectors, Inc. hereby warrants the above-mentioned project to be free of defects in material and workmanship for a period of twelve (12) months effective from this date March 1, 2014.

This warranty excludes; acts of God, vandalism, defects or damage caused by abuse, modifications, or improper maintenance or operation by persons other than Phoenix Fabricators & Erectors, Inc. or by any other individuals or entity for whom Phoenix is responsible; or normal wear and tear under normal usage.

Mike Adams
Project Manger
Phoenix Fabricators & Erectors, Inc.

Consent of Surety to Final Payment

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER ☐

AIA DOCUMENT G707 Bond No. 929548391

TO OWNER: *(Name and address)* City of Hattiesburg
200 Forrest St.
Hattiesburg, MS 39401

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:
500,000 Gallon Elevated Water Tank Along US Highway 98

PROJECT: *(Name and address)* 500,000 Gallon Elevated Water Tank Along US Highway 98

CONTRACT DATED:
April 30, 2012

In accordance with the provisions of the Contract between the Owner and the Contractor as included above, the Western Surety Company, 9000 Keystone Crossing, Suite 500, Indianapolis, IN 46240,
(Insert name and address of Surety)

SURETY, on bond of Phoenix Fabricators and Erectors, Inc.
(Insert name and address of Contractor)

182 South County Road 900 East, Avon, IN 46123, CONTRACTOR, hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to City of Hattiesburg
(Insert name and address of Owner)

200 Forrest St. Hattiesburg, MS 39401, OWNER, as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: March 10, 2014
(Insert in writing the month followed by the numeric date and year.)

Western Surety Company
(Surety)

Attest:
(Seal):

(Signature of authorized representative)

Liana M. Shelton, Attorney-In-Fact
(Printed name and title

Printed in cooperation with the American Institute of Architects (AIA) by the CNA Insurance Companies.
The language in this document conforms exactly to the language used in AIA Document G707 - Consent of Surety Company to Final Payment - 1994 Edition.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Daniel T Touw, Liana M Shelton, Jason D McEldowney, Nancy N Nonweiler, Individually

of Indianapolis, IN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of March, 2013.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 8th day of March, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of March, 2014.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

CONTRACTORS AFFIDAVIT

The State of Indiana

Date 3/10/14

The County of Hendricks

The City of Avon

Jeffery A. Short (Officer's Name) President (Title) of PHOENIX FABRICATORS AND ERECTORS, INC. (Contractor's Name)

has furnished all labor and material entering into the ELEVATED WATER STORAGE

TANK (Kind of Work) at Hattiesburg, MS (Name and Location of Plant or Work)

called for in contract(s) dated 4/17/12 with

The City of Hattiesburg (Owner's Name).

Jeffery A. Short (Officer's Name) states further that he has full knowledge of all obligations for such labor and materials which have entered into and become part of that certain project known and designated above, and he further disposes and says that all debts and other obligations for such labor and materials have been fully and completely paid for in good and lawful money of the United States of America and that there are no suits for damages against them proceeding, prospective or otherwise, in consequence of their operations on the above said project.

The said PHOENIX FABRICATORS AND ERECTORS, INC. will hold the Owners,

The City of Hattiesburg (Owner's Name), blameless of any and all Mechanic's Liens that may be hereafter entered or filed for record, so as to constitute charge against said premises for work or labor done or materials furnished by them.

IN WITNESS WHEREOF, he has heretofore put his hand and seal.

(Officer's Name)

(Seal)

I, Tamara J. Schaub, Notary Public in and for the above named County and State do hereby certify that Jeffery A. Short personally known to me to be the affiant in the foregoing affidavit, personally appeared before me this day and, having been duly sworn, deposes and say tht the facts set forth in the above affidavit are true and correct.

WITNESS my hand and seal this 10th day of March, 20 14.

My commission expires 8/26/14

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

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

POINT OF CONTACT:

Page - 1
Date - 03/20/14

PO No. - 141120

Req No. - 2036

VENDOR MAILING:
RJM MCQUEEN CONTRACTING INC
80 RAMSRY MCQUEEN ROAD
COLLINS MS 39428

WAITS, SHARON (601) 5454640
MINUTE BOOK # Pending 3-18-14 MEET

VENDOR # 00092535

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

PROCESSING CODE:

SEND METHOD 1 (601)7656562

PROJECT LINE: DRYING BED AT SOUTH LAGOON

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
105695.7220.52	DRYING BED Construction of one Drying Bed at the North Lagoon for disposal of debris resulting from CCTV clean out project.	1.00	EA	18,000.0000	18,000.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 18,000.00

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

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

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

To(Owner): CITY OF HATTIESBURG
P.O. BOX 1898
HATTIESBURG, MS 39401

Project: FORREST/COH/DRYING BED @ LAGOO
PO# 141120
DRYING BED AT NORTH LAGOON

Application No: 1
Invoice No: 20140414
Invoice Date: 4/10/2014
Period To: 4/10/2014
Project No: 201418002
Contract Date: 3/20/2014

From: RJM-McQueen Contracting, Inc
80 Ramsey McQueen Road
Collins, MS 39428
(601) 765-6561

Via(Architect/: Engineer)

For:

No.	Description	Total Quantity	Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
	CONCRETE							
01.99	DRYING BED	1 LS	18,000.00	18,000.00	1	18,000.00	0.00	18,000.00
				18,000.00		18,000.00	0.00	18,000.00

Contract sum	18,000.00
Completed to date	18,000.00
Retainage	0.00
Total earned less retainage	18,000.00
Previous billings	0.00
Current payment due	18,000.00
Sales tax	0.00
Total due	18,000.00

105695.7220.52

MB 2014-84

sdw
Engineering Progress

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

April 02, 2014
Project No: 1273-S001
Invoice No: 17949

Project Manager Kyle Wallace
Project 1273-S001 Columbia St, Corrine St, Duke Ave, Carlisle Dr., U.S Hwy 49 S, WST Tatum Blvd.

Professional Services from February 22, 2014 to March 29, 2014

Phase CM Construction Management - Columbia St.

Construction Cost	776,146.00
Fee Percentage	9.00
Total Fee	69,853.14

Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Phase Services	100.00	69,853.14	100.00	69,853.14	69,853.14	0.00
		Totals		69,853.14	69,853.14	0.00
		Total Fee				0.00

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	59.00	85.00	5,015.00	
McLendon, Gerald	6.00	85.00	510.00	
PROJECT ENGINEER				
Wallace, Kyle	1.00	150.00	150.00	
Totals	66.00		5,675.00	
Total Labor				5,675.00
		Total this Phase		$5,675.00
		Total this Invoice		$5,675.00

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

sdw
Engineering Progress

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

April 02, 2014
Project No: 1273-S002
Invoice No: 17948

Project Manager Kyle Wallace

Project 1273-S002 Comprehensive Sewer Improvements - Ph II

Professional Services from February 22, 2014 to March 29, 2014

Phase CM Construction Management

Construction Cost	1,692,234.28
Fee Percentage	9.00
Total Fee	152,301.09

Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Phase Services	100.00	152,301.09	100.00	152,301.09	152,301.09	0.00
		Totals		152,301.09	152,301.09	0.00
		Total Fee				**0.00**

Professional Personnel

	Hours	Rate	Amount	
Tew, Robert AUTO CAD TECHNICIAN	24.00	85.00	2,040.00	
Sullivan, Richard CONSTRUCTION OBSERVER	6.00	85.00	510.00	
Tingle, William FIELD CREW	20.50	85.00	1,742.50	
Crew, Field PROJECT ENGINEER	14.50	150.00	2,175.00	
Wallace, Kyle	5.00	150.00	750.00	
Totals	70.00		7,217.50	
Total Labor				**7,217.50**

Total this Phase **$7,217.50**

Total this Invoice **$7,217.50**

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

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

sdw
Engineering Progress

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

April 02, 2014
Project No: 1273-S003
Invoice No: 17947

Project Manager Kyle Wallace

Project 1273-S003 Comprehensive Sewer Improvements Ph III

Professional Services from February 22, 2014 to March 29, 2014

Phase CM Construction Management

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

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Wallace, Kyle	5.00	150.00	750.00	
Totals	5.00		750.00	
Total Labor				**750.00**

Total this Phase **$750.00**

Total this Invoice **$750.00**

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

sdw
Engineering Progress

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

April 02, 2014
Project No: 1273-W001
Invoice No: 17946

Project Manager Kyle Wallace

Project 1273-W001 Hwy 98 West Fire Lines

Professional Services from February 22, 2014 to March 29, 2014

Phase CM Hwy 98 W Fire Lines - Construction Mgt

Professional Personnel

	Hours	Rate	Amount	
Tew, Robert	22.00	85.00	1,870.00	
Auto Cad Technician				
Sullivan, Richard	6.50	85.00	552.50	
Project Engineer				
Wallace, Kyle	6.00	150.00	900.00	
Totals	34.50		3,322.50	
Total Labor				**3,322.50**
		Total this Phase		**$3,322.50**
		Total this Invoice		**$3,322.50**

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

sdw
Engineering Progress

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

April 02, 2014
Project No: 1273-W002
Invoice No: 17945

Project Manager Kyle Wallace
Project 1273-W002 Hwy 98 West Booster Station
Professional Services from February 22, 2014 to March 29, 2014

Phase CM Hwy 98 W Booster Sta - Construction Mgmt
Professional Personnel

	Hours	Rate	Amount	
Tew, Robert	7.00	85.00	595.00	
Totals	7.00		595.00	
Total Labor				**595.00**
		Total this Phase		**$595.00**
		Total this Invoice		**$595.00**

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

sdw
Engineering Progress

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

April 02, 2014
Project No: 1273-W003
Invoice No: 17944

Project Manager Kyle Wallace
Project 1273-W003 Highway 98 West Elevated Tank
Professional Services from February 22, 2014 to March 29, 2014

Phase CM Hwy 98 West Elevated Tank - Construction

Professional Personnel

	Hours	Rate	Amount	
Project Engineer				
Wallace, Kyle	2.00	150.00	300.00	
Totals	2.00		300.00	
Total Labor				**300.00**
		Total this Phase		**$300.00**
		Total this Invoice		**$300.00**

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

sdw
Engineering Progress

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

April 02, 2014
Project No: 1273-W004
Invoice No: 17943

Project Manager Kyle Wallace

Project 1273-W004 Comprehensive Water Improvement - Ph I

Professional Services from February 22, 2014 to March 29, 2014

Phase CM COMSWIP Water Imp Phl - Construction

Construction Cost	433,213.65			
Fee Percentage	9.00			
Total Fee	38,989.23			
Percent Complete	100.00	Total Earned	38,989.23	
		Previous Fee Billing	38,989.23	
		Current Fee Billing	0.00	
		Total Fee		**0.00**

Professional Personnel

	Hours	Rate	Amount	
Tew, Robert	19.50	85.00	1,657.50	
AUTO CAD TECHNICIAN				
Sullivan, Richard	7.00	85.00	595.00	
Totals	26.50		2,252.50	
Total Labor				**2,252.50**

Total this Phase **$2,252.50**

Total this Invoice **$2,252.50**

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

sdw
Engineering Progress

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

April 02, 2014
Project No: 1273-W007
Invoice No: 17952

Project Manager Kyle Wallace
Project 1273-W007 ComSWIP Water Phase II - Palmers Crossing
Professional Services from February 22, 2014 to March 29, 2014

Phase DD Palmer's Crossing - Design Phase

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Sellers, Bennie	2.50	150.00	375.00	
Wallace, Kyle	2.00	150.00	300.00	
Totals	4.50		675.00	
Total Labor				**675.00**
		Total this Phase		**$675.00**
		Total this Invoice		**$675.00**

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

sdw
Engineering Progress

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

April 02, 2014
Project No: 1273-W008
Invoice No: 17951

Project Manager Kyle Wallace
Project 1273-W008 ComSWIP Water Phase III - Mobile & Bouie

Professional Services from February 22, 2014 to March 29, 2014

Phase DD Mobile & Bouie - Design Phase Services

Professional Personnel

	Hours	Rate	Amount	
Sellers, Bennie	11.00	150.00	1,650.00	
PROJECT ENGINEER				
Sellers, Bennie	28.50	150.00	4,275.00	
Wallace, Kyle	2.00	150.00	300.00	
Totals	41.50		6,225.00	
Total Labor				**6,225.00**
		Total this Phase		**$6,225.00**
		Total this Invoice		**$6,225.00**

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

sdw
Engineering Progress

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

April 02, 2014
Project No: 1273-W009
Invoice No: 17950

Project Manager Kyle Wallace
Project 1273-W009 ComSWIP Water - Phase IV - Misc.

Professional Services from February 22, 2014 to March 29, 2014

Phase DD Water Phase IV - Design Phase Services

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Sellers, Bennie	21.00	150.00	3,150.00	
Totals	21.00		3,150.00	
Total Labor				**3,150.00**
		Total this Phase		**$3,150.00**
		Total this Invoice		**$3,150.00**

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

sdw
Engineering Progress

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

April 15, 2014
Project No: 11202
Invoice No: 17983

Project Manager John Weeks
Project 11202 I/I Study
Professional Services from January 22, 2014 to March 21, 2014
Phase 01 I/I Study
Task 02 Sanitary Sewer Evaluation Study (SSES)

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Pay Request No. 1	0.00	0.00	248,228.49	0.00	248,228.49
Total Fee	0.00		248,228.49	0.00	248,228.49

Total Fee 248,228.49

Total this Task $248,228.49

Total this Phase $248,228.49

Total this Invoice $248,228.49

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

CITY OF HATTIESBURG
PROJECT NO. 11202 - SEWER SYSTEM EVALUATION SURVEY (SSES)
PAY REQUEST NO. 1
From 01/22/2014 - 03/21/2014

Item No.	Service Description	Quantity	Price	Extension
SECTION 1000 MOBILIZATION DEMOBILIZATION				
1000.01	Mobilization & Demobilization of Standard Equipment & Crews	0.5	$ 10,000.00	$ 5,000.00
SECTION 2000 FLOW MONITORING SERVICES				
2000.01	Temporary Flow Monitoring - Turn-Key Study w/Report - 60 Day Study	19.75	$ 5,000.00	$ 98,750.00
2000.02	Temporary Flow Monitoring - 30 Day Extension		$ 2,250.00	$ -
2000.03	Temporary Rain Guage - Turn-Key Study w/Report - Based on 60 Day Stu	2.5	$ 1,650.00	$ 4,125.00
2000.04	Temporary Rain Guage - 30 Day Extension		$ 750.00	$ -
2000.05	Pump Station Evaluation - Monitoring & Pump Conformations		$ 1,600.00	$ -
2000.06	Long-Term Flow Monitor Installation		$ 2,750.00	$ -
2000.07	Long-Term Flow Monitor Maintenance, Calibration & Reporting - Per Mo.		$ 1,250.00	$ -
2000.08	Long-Term Rain Guage Installation		$ 1,000.00	$ -
2000.09	Long-Term Rain Guage Maintenance, Calibration & Reporting - Per Mo.		$ 350.00	$ -
2000.10	Night Flow Isolation		$ 350.00	$ -
SECTION 3000 SMOKE TESTING				
3000.01	Smoke Testing (Including Data Management)	10165.4	$ 0.50	$ 5,082.70
SECTION 4000 MANHOLE SERVICES				
4000.01	3D MH Condition Assessment w/Internal Images and GPS Data Collection		$ 100.00	$ -
4000.02	Structural Manhole Condition Assessment w/Internal Images		$ 85.00	$ -
4000.03	Removal of Stabilized Debris		$ 255.00	$ -
4000.04	Manhole Inspection Data Management		$ 4.50	$ -
SECTION 5000 SANITARY SEWER LINE CLEANING				
5000.01	Standard Cleaning 6" Sanitary Sewer	967.6	$ 1.30	$ 1,257.88
5000.02	Standard Cleaning 8" Sanitary Sewer	9593.6	$ 1.45	$ 13,910.72
5000.03	Standard Cleaning 10" Sanitary Sewer	1466.3	$ 1.60	$ 2,346.08

5000.04	Standard Cleaning 12" Sanitary Sewer		$	2.10	$	-
5000.05	Standard Cleaning 15" Sanitary Sewer		$	3.15	$	-
5000.06	Standard Cleaning 18" Sanitary Sewer		$	5.90	$	-
5000.07	Standard Cleaning 21" Sanitary Sewer		$	6.75	$	-
5000.08	Standard Cleaning 24" Sanitary Sewer		$	7.75	$	-
5000.09	Standard Cleaning 27" Sanitary Sewer		$	8.75	$	-
5000.10	Standard Cleaning 30" Sanitary Sewer		$	10.25	$	-
5000.11	Standard Cleaning 36" Sanitary Sewer		$	12.25	$	-
5000.12	Protruding Tap Cutting	1	$	210.00	$	210.00
SECTION 6000 ROOT/GREASE CUTTING						
6000.01	Root/Grease Cutting in 6" - 12" Sanitary Sewer		$	1.25	$	-
6000.02	Root/Grease Cutting in 15" - 21" Sanitary Sewer		$	2.10	$	-
6000.03	Root/Grease Cutting in 24" - 36" Sanitary Sewer		$	3.70	$	-
SECTION 7000 CLOSED CIRCUIT TELEVISION INSPECTION						
7000.01	CCTV Inspection <21" Sewer Pipe	11947.2	$	1.35	$	16,128.72
7000.02	CCTV Inspection 21" - 36" Sewer Pipe	654.1	$	2.15	$	1,406.32
7000.03	CCTV Inspection of Service Laterals w/GPS Data Collection		$	250.00	$	-
7000.04	Additional Set Up	16	$	200.00	$	3,200.00
7000.05	CCTV Inspection Data Management	29093.6	$	0.20	$	5,818.72
SECTION 8000 SPECIALTY INSPECTION						
8000.01	Sonar/CCTV Inspection of 18" - 36" Sewer Line	16257.7	$	5.50	$	89,417.35
SECTION 9000 BYPASS PUMPING						
9000.01	Setup of 3"-4" Bypass Pump		$	700.00	$	-
9000.02	Setup of 6" Bypass Pump		$	1,500.00	$	-
9000.03	Setup of 8" Bypass Pump		$	2,000.00	$	-
9000.04	Operation of 3"-4" Baypass Pump		$	40.00	$	-
9000.05	Operation of 6" Bypass Pump		$	65.00	$	-
9000.06	Operation of 8" Bypass Pump		$	90.00	$	-
SECTION 10000 MISCELLANEOUS FIELD SERVICES						
10000.01	Traffic Flagman	35	$	45.00	$	1,575.00

10000.02	Cleaning Wet Wells		$ 425.00	$ -
10000.03	Dye Testing		$ 450.00	$ -
10000.04	Combination Cleaning Truck w/Operator & Helper <10,000 LF (Min 8 Hrs)		$ 300.00	$ -
10000.05	CCTV Inspection Unit w/Operator & Helper <10,000 LF (Min 8 Hrs)		$ 200.00	$ -
10000.06	Rehabilitation Recommendations		$ 0.30	$ -
SECTION 11000 MODELING				
11000.01	Calibrate Hydraulic Flow Model		$ 86,000.00	$ -
	TOTALS			$ 248,228.49

sdw
Engineering Progress

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

April 15, 2014
Project No: 1273-S006
Invoice No: 17982

Project Manager John Weeks
Project 1273-S006 18" CIPP - San Antonio, E. Hardy, Lakeview

Professional Services from January 22, 2014 to March 21, 2014

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
Pay Request No. 1	0.00	0.00	30,986.64	0.00	30,986.64	
Total Fee	0.00		30,986.64	0.00	30,986.64	
		Total Fee				**30,986.64**
				Total this Invoice		**$30,986.64**

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

CITY OF HATTIESBURG
PROJECT 1273-S006 - 18" CIPP SAN ANTONIO, E. HARDY, LAKEVIEW
PAY REQUEST NO. 1
From 01/22/2014 - 03/21/2014

Item No.	Service Description	Quantity	Price	Extension
SECTION 1000 MOBILIZATION DEMOBILIZATION				
1000.01	Mobilization & Demobilization of Standard Equipment & Crews		$ 10,000.00	$ -
SECTION 2000 FLOW MONITORING SERVICES				
2000.01	Temporary Flow Monitoring - Turn-Key Study w/Report - 60 Day Study		$ 5,000.00	$ -
2000.02	Temporary Flow Monitoring - 30 Day Extension		$ 2,250.00	$ -
2000.03	Temporary Rain Guage - Turn-Key Study w/Report - Based on 60 Day Study		$ 1,650.00	$ -
2000.04	Temporary Rain Guage - 30 Day Extension		$ 750.00	$ -
2000.05	Pump Station Evaluation - Monitoring & Pump Conformations		$ 1,600.00	$ -
2000.06	Long-Term Flow Monitor Installation		$ 2,750.00	$ -
2000.07	Long-Term Flow Monitor Maintenance, Calibration & Reporting - Per Mo.		$ 1,250.00	$ -
2000.08	Long-Term Rain Guage Installation		$ 1,000.00	$ -
2000.09	Long-Term Rain Guage Maintenance, Calibration & Reporting - Per Mo.		$ 350.00	$ -
2000.10	Night Flow Isolation		$ 350.00	$ -
SECTION 3000 SMOKE TESTING				
3000.01	Smoke Testing (Including Data Management)		$ 0.50	$ -
SECTION 4000 MANHOLE SERVICES				
4000.01	3D MH Condition Assessment w/Internal Images and GPS Data Collection		$ 100.00	$ -
4000.02	Structural Manhole Condition Assessment w/Internal Images		$ 85.00	$ -
4000.03	Removal of Stabilized Debris		$ 255.00	$ -
4000.04	Manhole Inspection Data Management		$ 4.50	$ -
SECTION 5000 SANITARY SEWER LINE CLEANING				
5000.01	Standard Cleaning 6" Sanitary Sewer		$ 1.30	$ -
5000.02	Standard Cleaning 8" Sanitary Sewer		$ 1.45	$ -
5000.03	Standard Cleaning 10" Sanitary Sewer		$ 1.60	$ -

5000.04	Standard Cleaning 12" Sanitary Sewer		$	2.10	$	-
5000.05	Standard Cleaning 15" Sanitary Sewer		$	3.15	$	-
5000.06	Standard Cleaning 18" Sanitary Sewer		$	5.90	$	-
5000.07	Standard Cleaning 21" Sanitary Sewer		$	6.75	$	-
5000.08	Standard Cleaning 24" Sanitary Sewer		$	7.75	$	-
5000.09	Standard Cleaning 27" Sanitary Sewer		$	8.75	$	-
5000.10	Standard Cleaning 30" Sanitary Sewer		$	10.25	$	-
5000.11	Standard Cleaning 36" Sanitary Sewer		$	12.25	$	-
5000.12	Protruding Tap Cutting		$	210.00	$	-
SECTION 6000 ROOT/GREASE CUTTING						
6000.01	Root/Grease Cutting in 6" - 12" Sanitary Sewer		$	1.25	$	-
6000.02	Root/Grease Cutting in 15" - 21" Sanitary Sewer		$	2.10	$	-
6000.03	Root/Grease Cutting in 24" - 36" Sanitary Sewer		$	3.70	$	-
SECTION 7000 CLOSED CIRCUIT TELEVISION INSPECTION						
7000.01	CCTV Inspection <21" Sewer Pipe	234.6	$	1.35	$	316.71
7000.02	CCTV Inspection 21" - 36" Sewer Pipe		$	2.15	$	-
7000.03	CCTV Inspection of Service Laterals w/GPS Data Collection		$	250.00	$	-
7000.04	Additional Set Up	9	$	200.00	$	1,800.00
7000.05	CCTV Inspection Data Management	5064.9	$	0.20	$	1,012.98
SECTION 8000 SPECIALTY INSPECTION						
8000.01	Sonar/CCTV Inspection of 18" - 36" Sewer Line	5064.9	$	5.50	$	27,856.95
SECTION 9000 BYPASS PUMPING						
9000.01	Setup of 3"-4" Bypass Pump		$	700.00	$	-
9000.02	Setup of 6" Bypass Pump		$	1,500.00	$	-
9000.03	Setup of 8" Bypass Pump		$	2,000.00	$	-
9000.04	Operation of 3"-4" Baypass Pump		$	40.00	$	-
9000.05	Operation of 6" Bypass Pump		$	65.00	$	-
9000.06	Operation of 8" Bypass Pump		$	90.00	$	-
SECTION 10000 MISCELLANEOUS FIELD SERVICES						
10000.01	Traffic Flagman		$	45.00	$	-

10000.02	Cleaning Wet Wells		$ 425.00	$ -
10000.03	Dye Testing		$ 450.00	$ -
10000.04	Combination Cleaning Truck w/Operator & Helper <10,000 LF (Min 8 Hrs)		$ 300.00	$ -
10000.05	CCTV Inspection Unit w/Operator & Helper <10,000 LF (Min 8 Hrs)		$ 200.00	$ -
10000.06	Rehabilitation Recommendations		$ 0.30	$ -
SECTION 11000 MODELING				
11000.01	Calibrate Hydraulic Flow Model		$ 86,000.00	$ -
	TOTALS			$ 30,986.64

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

(1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
(2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Project Fund Construction Account.
(3) Each of the items was reasonable and necessary in connection with the "Construction Project" being financed pursuant to the Loan Agreement dated as of December 19, 2013 (the "Loan Agreement").
(4) The payment herein authorized and approved is a proper charge against the Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
(5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Title: Mayor or City Clerk
(Authorized City Representative)

City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of 4/22/14

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
Comprehensive Sanitary Sewer Study Task 1		6,300.00
Hwy 98 Booster Station	595.00	5,175.00
Hwy 98 Elevated Water Tank	47,028.05	111,651.30
Hwy 98 Fire Lines	3,322.50	5,722.50
James St Water Well # 3		19,627.99
No-Discharge Wastewater Treatment System		192,278.76
Sewer Improvements Ph I	5,675.00	82,397.61
Sewer Improvements Ph II	7,217.50	185,828.07
Sewer Improvements Ph III	750.00	235,905.38
Sewer Improvements Ph IV		2,690.00
Water Improvements Ph I	2,252.50	24,470.00
Water Improvements Ph II	675.00	10,080.00
Water Improvements Ph III	6,225.00	13,800.00
Water Improvements Ph IV	3,150.00	6,900.00
Wesley Water Well # 2		6,900.00
Construction of Drying Bed at North Lagoon	18,000.00	18,000.00
Inflow and Infiltration Study	248,228.49	248,228.49
18" Sewer Trunk Lines	30,986.64	30,986.64
Grand Total	**374,105.68**	**1,206,941.74**

City of Hattiesburg, MS

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

Master

File Number: 2014-1063

File ID:	2014-1063	**Type:**	Resolution	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/15/2014
Brief Title:	Petty Cash Custodian.			**Final Action:**	04/22/2014
				Minute Book Number:	MB2014-113

Title:

Adopt a Resolution removing Matthew Boutwell as petty cash fund custodian for the City of Hattiesburg Water and Sewer Operations and appointing Chadwick Frierson as petty cash custodian.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Resolution-Petty Cash- Frierson, executed Resolution-Petty Cash- Frierson RES2014-85	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014	Adopt				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Dryden to Adopt a Resolution removing Matthew Boutwell as petty cash fund custodian for the City of Hattiesburg Water and Sewer Operations and appointing Chadwick Frierson as petty cash custodian.

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

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

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

ΓEL-No Vote: 0

Text of Legislative File 2014-1063

Title

Adopt a Resolution removing Matthew Boutwell as petty cash fund custodian for the City of Hattiesburg Water and Sewer Operations and appointing Chadwick Frierson as petty cash custodian.

Summary

Petty Cash Custodian

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi recognizes the need to comply with the State Department of Audit regulations, by granting approval for the petty cash funds of the City; and

WHEREAS, the governing authorities desire the administration of the City to continue to operate its routine functions.

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

Section 1. Matthew Boutwell, be removed as Petty Cash Fund Custodian and Chadwick Frierson be approved as Petty Cash Fund Custodian for the City of Hattiesburg Water and Sewer Operations, effective April 22nd , 2014; and

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 Councilman _____, seconded by Councilman _____,vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 22nd of April, 2014.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this 22nd day of April, 2014.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

RESOLUTION

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi recognizes the need to comply with the State Department of Audit regulations, by granting approval for the petty cash funds of the City; and

WHEREAS, the governing authorities desire the administration of the City to continue to operate its routine functions.

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

Section 1. Matthew Boutwell, be removed as Petty Cash Fund Custodian and Chadwick Frierson be approved as Petty Cash Fund Custodian for the City of Hattiesburg Water and Sewer Operations, effective April 22nd , 2014; and

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 Councilman Naylor, seconded by Councilman Dryden, vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 22nd of April, 2014.

(SEAL)

ATTEST:
Debra K Bernardo
CLERK OF COUNCIL

ADOPTED:
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this 22nd day of April, 2014.

ATTEST:
Connie Everett (DC)
CITY CLERK

APPROVED:
MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2014-142

File ID:	2014-142	**Type:**	Resolution	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/15/2014
Brief Title:	Adopt Resolution declaring surplus equipment and authorize removal from inventory			**Final Action:**	04/22/2014
				Minute Book Number:	MB2014-113

Title:

Adopt Resolution declaring computer equipment surplus (per attached list) and authorize the disposal of said equipment; authorize removal of equipment from City inventory.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	inventorycityhall, PDSURPLUS, RESOLUTION SURPLUS EQUIP Apr 22, executed RESOLUTION SURPLUS EQUIP Apr 22 RES2014-86	**Enactment Number:**	
Contact:		**Meeting Date:**	04/22/2014
Drafter:	Angie Sanford	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014	Adopt				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Dryden to Adopt Resolution declaring computer equipment surplus (per attached list) and authorize the disposal of said equipment; authorize removal of equipment from City inventory.

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

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

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

ΓEL-No Vote: 0

Text of Legislative File 2014-142

Title

Adopt Resolution declaring computer equipment surplus (per attached list) and authorize the disposal of said equipment; authorize removal of equipment from City inventory.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PC's:

Gateway Desktop ..... PT# 15665

Gateway Desktop ..... PT# 15116

Gateway Desktop ..... PT# 14322

Gateway Desktop ..... PT# 14454

Gateway Desktop ..... PT# 13973

Gateway Desktop ..... PT# 14565

Gateway Desktop ..... PT# 14501

Gateway Desktop ..... PT# 16814

Gateway Desktop ..... PT# 13336

Gateway Desktop ..... PT# 14511

Gateway Desktop ..... PT# 14462

Gateway Desktop ..... PT# 15098

Gateway Desktop ..... PT# 15158

Gateway Desktop ..... PT# 15156

Gateway Desktop ..... PT# 14226

Gateway Desktop ..... PT# 14227

Gateway Desktop ..... PT# 13879

Gateway Desktop ..... PT# 13644

Gateway Desktop ..... PT# 13341

Gateway Desktop ..... PT# 13117

Gateway Desktop ..... PT# 13346

Gateway Desktop ..... PT# 13640

Gateway Desktop ..... PT# 14115

Gateway Desktop ..... PT# 14820

Gateway Desktop ..... PT# 15858

Gateway Desktop ..... PT# 13978

Gateway Desktop ..... PT# 14321

Gateway Desktop ..... PT# 13343

Gateway Desktop ..... PT# 13342

Gateway Desktop ..... PT# 15092

Gateway Desktop ..... PT# 13799

Gateway Desktop ..... PT# 15102

Gateway Desktop ..... PT# 14459

Gateway Desktop ..... PT# 15157

Printers:

HP officejet ..... PT# 17091

HP laserjet ..... PT# 15438

HP laserjet ..... PT#12051

HP laserjet ..... PT#12449

HP laserjet ..... PT#14574

HP laserjet ..... PT#14445

HP deskjet ..... PT#16824

HP deskjet ..... PT# 12053

HP deskjet ..... PT# 16826

HP PSC ..... PT# 14175

HP PSC ..... PT# 13449

HP PSC ..... PT#13118

HP Printer ..... PT#13178

HP Printer ..... PT#17400

HP Printer ..... PT# 17016

Canon Printer/fax ..... PT# 12803

HP photosmart (black) ..... SN: CN96FJF193

HP deskjet ..... SN: CN17C4844V4

Monitors:

Gateway monitors..... 10

Viewsonic monitors 3

Acer Monitor..... 1

Type:	Name Brand:	Series:	Model:	S/N	P&E
Monitor	Gateway		TFT1780PS	MW664 B0H 05245	Na
Monitor	Gateway			MWD78 B0N 02282	Na
Monitor	Gateway		FPD1530	MUL5022C0098927	Na
Monitor	Gateway		FPD1730	TL819A341027322	Na
Monitor	Acer		ET.L2102.105	ETL210210552701397ED6C	Na
Monitor	Gateway		FPD1530	MUL5022C0098911	Na
Monitor	Gateway		FPD1730	TL819A452081595	Na
Monitor	Dell		E773C	CN0P01516418056D00GL	Na
Monitor	IBM		63324HN	8820482	Na
Tower	Gateway	Eseries			13351
Tower	Dell				13340
Tower	Gateway				15447
Tower	Gateway				15154
Tower	Gateway				13345
Tower	Gateway				14114
Tower	Dell				14515
Tower	Dell	Dimension	2400	JX3CZ71	14781
Tower	Dell	Dimension	2400	4X3CZ71	14777
Tower	Gateway	Eseries	E6610D	0037273341	15663
Tower	Gateway	ESeries	E6500	0036462728	15154
Tower	HP	DC7600		MKL6290V14	15496
Tower	HP	DC7600		MKL6290V14	15497
Tower	Dell	Optiplex	GX620	8CK3C9I	15109
Tower	Gateway	Eseries	E6500	0036462733	15159
Tower	Gateway	Eseries	E3400	0020810570	12255
Tower	Gateway	Eseries	E4300	0034772174	14559
Laptop					14335
Printer	HP	Laserjet2300		CNBDB78248	13851
Printer	HP	Deskjet 960C		MY21L1S11k	13031
Printer	HP	Deskjet 895CSE		CN0211NOSE	11992
Printer	HP				12645
Printer	HP	Laserjet 4000			11227
Printer	HP	Laserjet 2300			14221
Printer	HP	Laserjet 5			9291
Printer	HP	Laserjet 1300dn			14987
Printer	Xerox	Phaser 4510			17092
Printer	HP				15939
Printer	HP				14083
Printer	HP	Officejet 6500		TH0A721126	17988
Printer	HP				16749
Printer	HP	Deskjet 6940		MY7269R0F4	15925

Printer	HP				13069
Printer	HP				10515
Tower	Gateway	Eseries	E6610	0037273342	15664
Tower	Gateway	Eseries	E6000	0031440655	13635
Tower	Gateway	Eseries	E6500	0036734377	15447
Tower	Gateway	Eseries	E4000	0029138046	13340
Printer	HP	Deskjet	6940		16576
Printer	HP	Deskjet	6940		17378
Printer	Hp	Deskjet	6940	MY77IBSIKF	16576
Printer	HP	Deskjet	842C		14427
Printer	HP	Deskjet	842C		12645
Printer	HP	Deskjet	2200D		13069
Tower	Gateway	Eseries	E4100	0034468706	14457
Tower	Gateway	Eseries	E4000	0029998992	

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the following equipment, as per attached list, to be surplus and not necessary to the future operation of the City and;

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

WHEREAS, the governing authorities of the City of Hattiesburg desire to dispose of said equipment at the solid waste landfill as there is no residual value to said equipment.

NOW THEREFORE BE IT RESOLVED that the Mayor and Council hereby declare surplus the following equipment, as per attached list, and authorize disposal of said equipment at the solid waste landfill.

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 vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 22nd day of April, 2014.

(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 22nd day of April, 2014.

ATTEST: ADOPTED:

_____ _____

CITY CLERK MAYOR

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the following equipment, as per attached list, to be surplus and not necessary to the future operation of the City and;

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

WHEREAS, the governing authorities of the City of Hattiesburg desire to dispose of said equipment at the solid waste landfill as there is no residual value to said equipment.

NOW THEREFORE BE IT RESOLVED that the Mayor and Council hereby declare surplus the following equipment, as per attached list, and authorize disposal of said equipment at the solid waste landfill.

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 22nd day of April, 2014.

(S E A L)

ATTEST:

Debra K Bernardo
CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 22nd day of April, 2014.

ATTEST:

Connie Everett (DC)
CITY CLERK

ADOPTED:

MAYOR

PC's:

Gateway Desktop ..... PT# 15665

Gateway Desktop ..... PT# 15116

Gateway Desktop ..... PT# 14322

Gateway Desktop ..... PT# 14454

Gateway Desktop ..... PT# 13973

Gateway Desktop ..... PT# 14565

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Printers:

HP officejet ..... PT# 17091

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HP Printer ..... PT# 17016

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HP photosmart (black)..... SN: CN96FJF193

HP deskjet..... SN: CN17C4844V4

Monitors:

Gateway monitors 10

Viewsonic monitors 3

Acer Monitor 1

Type:	Name Brand:	Series:	Model:	S/N	P&E
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Monitor	Gateway			MWD78 B0N 02282	Na
Monitor	Gateway		FPD1530	MUL5022C0098927	Na
Monitor	Gateway		FPD1730	TL819A341027322	Na
Monitor	Acer		ET.L2102.105	ETL210210552701397ED6C	Na
Monitor	Gateway		FPD1530	MUL5022C0098911	Na
Monitor	Gateway		FPD1730	TL819A452081595	Na
Monitor	Dell		E773C	CN0P01516418056D00GL	Na
Monitor	IBM		63324HN	8820482	Na
Tower	Gateway	Eseries			13351
Tower	Dell				13340
Tower	Gateway				15447
Tower	Gateway				15154
Tower	Gateway				13345
Tower	Gateway				14114
Tower	Dell				14515
Tower	Dell	Dimension	2400	JX3CZ71	14781
Tower	Dell	Dimension	2400	4X3CZ71	14777
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Printer	HP				12645
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Printer	HP	Laserjet 5			9291
Printer	HP	Laserjet 1300dn			14987
Printer	Xerox	Phaser 4510			17092
Printer	HP				15939
Printer	HP				14083
Printer	HP	Officejet 6500		TH0A721126	17988
Printer	HP				16749

Printer	HP	Deskjet 6940		MY7269R0F4	15925
Printer	HP				13069
Printer	HP				10515
Tower	Gateway	Eseries	E6610	0037273342	15664
Tower	Gateway	Eseries	E6000	0031440655	13635
Tower	Gateway	Eseries	E6500	0036734377	15447
Tower	Gateway	Eseries	E4000	0029138046	13340
Printer	HP	Deskjet	6940		16576
Printer	HP	Deskjet	6940		17378
Printer	Hp	Deskjet	6940	MY77IBSIKF	16576
Printer	HP	Deskjet	842C		14427
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Printer	HP	Deskjet	2200D		13069
Tower	Gateway	Eseries	E4100	0034468706	14457
Tower	Gateway	Eseries	E4000	0029998992	

City of Hattiesburg, MS

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

Master

File Number: 2014-132

File ID:	2014-132	**Type:**	Resolution	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	03/11/2014
Brief Title:	Surplus Vehicle			**Final Action:**	04/22/2014
				Minute Book Number:	MB2014-113

Title:

Adopt Resolution declaring surplus one (1) 2007 Crown Vic (2FAFP7IW67X130755); authorize the donation of said vehicle to the Metcalfe Police Department.

Notes:

Sponsors:

Enactment Date:

Attachments: Metcalfe Police Department, Surplus-Metcalfe Police Dept., Resolution Donation of Surplus Equipment, executed Resolution Donation of Surplus Equipment RES2014-87

Enactment Number:

Contact:

Meeting Date:

Drafter: Tammy Leggett

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014	Adopt				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Dryden to Adopt Resolution declaring surplus one (1) 2007 Crown Vic (2FAFP7IW67X130755); authorize the donation of said vehicle to the Metcalfe Police Department.

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

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

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

ΓEL-No Vote: 0

Text of Legislative File 2014-132

Title

Adopt Resolution declaring surplus one (1) 2007 Crown Vic (2FAFP7IW67X130755); authorize the donation of said vehicle to the Metcalfe Police Department.

Summary

Resolution-surplus vehicle donated to Metcalfe PD

Budget Information

Expenditure Type

Purchasing Item

Publication Information

TOWN OF METCALFE

315 Martin Luther King · Drive Post Office Box 250 · Metcalfe, MS 38760
Phone: (662) 335-0212 · Fax: (662) 378-8041 · Email: townofmetcalfe@suddenlinkmail.com

Working Together To Reach Its Potential

City of Hattiesburg
Johnny Dupree, Mayor
P.O. Box 1898
Hattiesburg, MS 39403

March 12, 2014

Dear Mayor Dupree:

I, Mayor Holmes, am requesting a donation on behalf of the Town of Metcalfe, a community working together to reach its potential in everyone. We are passionate about the safety of the citizens in our community. We feel that this community is dedicated to the process of making things happen but we need your help.

Your donation will help us fulfill our goal in providing protection for the citizens of our community. You can be a part of that process by supporting our community with a donation of a patrol car to our police department.

I would like to thank you for considering the opportunity to help keep our community safe.

If you have any questions regarding this matter, you may contact Metcalfe Town Hall at 662-335-0212.

Sincerely,

Corey Holmes, Mayor

Corey Holmes, Mayor · Rosie Chillis, Town Clerk · Tamara Carter, Deputy Clerk
Board of Alderpersons: James Johnson · Pamela Jimson · Raymond Scott · Jarvis Ware · Cora Green
Charles Patterson, Chief of Police
Phillipe King, Public Works Supervisor · Melvin Carter, Public Works Assistant

THE CITY OF HATTIESBURG

One of America's Great Small Cities!

Frazier Bolton, Chief of Police

MEMORANDUM

TO: Mayor DuPree & Council

FROM: Chief Frazier Bolton

DATE: April 11, 2014

RE: **Surplus Property**

This memo is to request that the following vehicles be declared as surplus property, be removed from the inventory of the Hattiesburg Police Department and donated to Metcalfe Police Department.

One (1) 2007 Ford Crown Vic (Unit 15779) – 2FAFP71W67X130755

If you have any questions, please feel free to contact me.

FB/tl

(601) 544-7900 POLICE DEPARTMENT FAX (601) 545-4952
#1 GOVERNMENT PLAZA • HATTIESBURG, MS 39401
CRIME STOPPERS (601) 582-STOP (582-7867) CELLULAR ★ C.S.

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the following vehicle:

Unit 15779 Ford Crown Victoria VIN 2FAFP71W67X130755

to be surplus and not necessary to the future operation of the City and;

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

WHEREAS, the governing authorities of the City of Hattiesburg desire to donate said vehicle to the Town of Metcalfe Police Department.

NOW THEREFORE BE IT RESOLVED that the Mayor and Council hereby declare surplus the following vehicle:

Unit 15779 Ford Crown Victoria VIN 2FAFP71W67X130755

and authorize disposal of said vehicle by donation to the Town of Metcalfe Police Department.

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 vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 22nd day of April, 2014.

(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 22nd day of April, 2014.

ATTEST: ADOPTED:

_____ _____

CITY CLERK MAYOR

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the following vehicle:

Unit 15779 Ford Crown Victoria VIN 2FAFP71W67X130755

to be surplus and not necessary to the future operation of the City and;

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

WHEREAS, the governing authorities of the City of Hattiesburg desire to donate said vehicle to the Town of Metcalfe Police Department.

NOW THEREFORE BE IT RESOLVED that the Mayor and Council hereby declare surplus the following vehicle:

Unit 15779 Ford Crown Victoria VIN 2FAFP71W67X130755

and authorize disposal of said vehicle by donation to the Town of Metcalfe Police Department.

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 22nd day of April, 2014.

(S E A L)

ATTEST:

Delma K Bernardo
CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 22nd day of April, 2014.

ATTEST:

Connie Everett (x)
CITY CLERK

ADOPTED:

MAYOR

THE CITY OF HATTIESBURG

One of America's Great Small Cities!

Frazier Bolton, Chief of Police

MEMORANDUM

TO: Mayor DuPree & Council

FROM: Chief Frazier Bolton

DATE: April 11, 2014

RE: **Surplus Property**

This memo is to request that the following vehicles be declared as surplus property, be removed from the inventory of the Hattiesburg Police Department and donated to Metcalfe Police Department.

One (1) 2007 Ford Crown Vic (Unit 15779) – 2FAFP71W67X130755

If you have any questions, please feel free to contact me.

FB/tl

(601) 544-7900 POLICE DEPARTMENT FAX (601) 545-4952
#1 GOVERNMENT PLAZA • HATTIESBURG, MS 39401
CRIME STOPPERS (601) 582-STOP (582-7867) CELLULAR ★ C.S.

TOWN OF METCALFE

315 Martin Luther King · Drive Post Office Box 250 · Metcalfe, MS 38760
Phone: (662) 335-0212 · Fax: (662) 378-8041 · Email: townofmetcalfe@suddenlinkmail.com

Working Together To Reach Its Potential

City of Hattiesburg
Johnny Dupree, Mayor
P.O. Box 1898
Hattiesburg, MS 39403

March 12, 2014

Dear Mayor Dupree:

I, Mayor Holmes, am requesting a donation on behalf of the Town of Metcalfe, a community working together to reach its potential in everyone. We are passionate about the safety of the citizens in our community. We feel that this community is dedicated to the process of making things happen but we need your help.

Your donation will help us fulfill our goal in providing protection for the citizens of our community. You can be a part of that process by supporting our community with a donation of a patrol car to our police department.

I would like to thank you for considering the opportunity to help keep our community safe.

If you have any questions regarding this matter, you may contact Metcalfe Town Hall at 662-335-0212.

Sincerely,

Corey Holmes, Mayor

Corey Holmes, Mayor · Rosie Chillis, Town Clerk · Tamara Carter, Deputy Clerk
Board of Alderpersons: James Johnson · Pamela Jimson · Raymond Scott · Jarvis Ware · Cora Green
Charles Patterson, Chief of Police
Phillipe King, Public Works Supervisor · Melvin Carter, Public Works Assistant

City of Hattiesburg, MS

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

Master

File Number: 2014-1051

File ID:	2014-1051	**Type:**	Resolution	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/15/2014
Brief Title:	Resolution Adjudications			**Final Action:**	04/22/2014
				Minute Book Number:	MB2014-114

Title:

Adopt Resolutions adjudicating and directing the placement of an assessment for the cleanup cost, not to exceed the value of the property per State law, against the following properties.

Notes:

Sponsors:

Enactment Date:

Attachments: Adjudication MEMO 4-15-14, 1. 123 E. Florence St., executed 1. 123 E. Florence St. RES2014-88, 2. 304 S. Hattiesburg Ave., executed 2. 304 S. Hattiesburg Ave. RES2014-89, 3. 808 E. 6th St., executed 3. 808 E. 6th St. RES2014-90, 4. 809 Short Katie Ave., executed 4. 809 Short Katie Ave. RES2014-91, 5. 924 E. Laurel Ave., executed 5. 924 E. Laurel Ave. RES2014-92, 6. 214 Alcorn Ave., executed 6. 214 Alcorn Ave. RES2014-93, 7. Barnes Ave., executed 7. Barnes Ave. RES2014-94, 8. 704 McKinley St., executed 8. 704 McKinley St. RES014-95, 9. 1010 Geneva St., executed 9. 1010 Geneva St. RES2014-96, 10. 3501 Hillside Dr., executed 10. 3501 Hillside Dr. RES2014-97, 11. 249 McInnis Springs Rd., executed 11. 249 McInnis Springs Rd. RES2014-98, 12. 912 Atlanta St., executed 12. 912 Atlanta St. RES2014-99, 13. 1215 Dewey St., executed 13. 1215 Dewey St. RES2014-100, 14. 1206 Alcorn Ave., executed 14. 1206 Alcorn Ave. RES2014-101

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014	Adopt				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Adopt Resolutions adjudicating and directing the placement of an assessment for the cleanup cost, not to exceed the value of the property per State law, against the following properties.

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

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

Nays: 0

Yea:	5	Council Member Bradley
		Council Member Delgado
		Council Member Carroll
		Council Member Dryden
		Council Member Naylor
TEL-No Vote:	0	

Text of Legislative File 2014-1051

Title

Adopt Resolutions adjudicating and directing the placement of an assessment for the cleanup cost, not to exceed the value of the property per State law, against the following properties.

Summary

Adjudication Resolutions

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1	Council - Ward 2	Council - Ward 3	Council - Ward 4	Council - Ward 5
Kim Bradley	*Deborah Denard Delgado*	*Carter Carroll*	*Mary Dryden*	*Henry Naylor*

TO: Mayor and City Council

FR: Wiley Quinn, Jr., Code Enforcement Manager

DATE: April 15, 2014

RE: Resolution Adjudications

Owner:	Address:	Parcel:	Cost:
1. Martha J. Dillard - JH Estate	**123 E. Florence St.**	30-628-2-12	$875 $250(T.O.)
2. Aree Shelby C/O Edwina Cole	**304 S. Hattiesburg Ave.**	167B-5870-7-599	$855 $250(T.O)
3. Malcolm & Gwendolyn Curtis	**808E. 6th St.**	34-264-9-15	$3,422.64 $250(T.O.)
4. Josephine F. Nobles - William F. Jones, Trustee, Magnolia Trust Bank for Savings - Calvin Ford	**809 Short Katie Ave.**	39-12-7-9	$1575 $250(T.O.)
5. Ricardo Mussiett	**924 E. Laurel Ave.**	38-476-1-8	$724 $250(T.O.)
6. Lorenzo Peterson	**1214 Alcorn St.**	44-656-5-1	$560 $250(T.O.)
7. Loretta Hawthorne	**Barnes Ave.**	167A-10119-185	$1212 $250(T.O.)
8. Alice Jones	**704 McKinley St.**	44-656-1-4	$4507.54 $250(T.O.)

9. James Curry	**1010 Geneva St.**	33-8-2-2	$700 $250(T.O.)
10. Candy Sigler HSBC Mortgage Services, INC., C T Corporation System	**3501 Hillside Dr.**	10-1009-43	$2797.38 $250(T.O.)
11. Larry&Mary Gohler Lee Mitchell Roy Strong S&S Properties, Robert I. Smith ACC Tax Sale Properties, Bob Smith	**249 McInnis Springs Rd.**	167B-10120-386-A	$3780 $250(T.O.)
12. Carol Mae Brown Alvin & Thelma Williams Yankee Investments, LLC., Donald E. Hinton Jr.	**912 Atlanta St.**	34-992-10-6	$1060 $250(T.O.)
13. Robert&Mary Rogers	**1215 Dewey St.**	33-536-3-7	$1600 $250(T.O.)
14. George&Creola Mae McCarty	**1206 Alcorn Ave.**	44-656-6-1	$3410 $250(T.O.)

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

INDEXING INSTRUCTIONS: NE 125FT of 13 BLK 3 MCINNIS D. D. 3rd ADDITION

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about August 10, 2011, on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Martha J. Dillard	123 E. Florence Street	30-628-2-12	$875.00
J.H. Estate			$250.00 (T.O.)

NE 125FT of 13 BLK 3 MCINNIS D. D. 3rd ADDITION, of the city of Hattiesburg, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of April A. D., 2014.

(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 22nd day of April, A. D., 2014.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

INDEXING INSTRUCTIONS: NE 125FT of 13 BLK 3 MCINNIS D. D. 3rd ADDITION

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about August 10, 2011, on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Martha J. Dillard	123 E. Florence Street	30-628-2-12	$875.00
J.H. Estate			$250.00 (T.O.)

NE 125FT of 13 BLK 3 MCINNIS D. D. 3rd ADDITION, of the city of Hattiesburg, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of April A. D., 2014.

(S E A L)

ATTEST:

Debra K Bernardo
CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 22nd day of April, A. D., 2014.

ATTEST:

Connie Everett (DC)
CITY CLERK

APPROVED:

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
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Hattiesburg, MS 39403-1898
(601) 545-4550

INDEXING INSTRUCTIONS: Lot One (1) Block One (7) WASHINGTON HEIGHTS SUBDIVISION; Washington Heights (Annexed)

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about June 15, 2010, on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Aree Shelby c/o Edwina Cole	304 S. Hattiesburg Avenue	167B-5870-7-599	$855.00 $250.00 (T.O.)

Lot One (1) Block One (7) WASHINGTON HEIGHTS SUBDIVISION; Washington Heights (Annexed), of the city of Hattiesburg, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of April A. D., 2014.

(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 22nd day of April, A. D., 2014.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

INDEXING INSTRUCTIONS: Lot One (1) Block One (7) WASHINGTON HEIGHTS SUBDIVISION; Washington Heights (Annexed)

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about June 15, 2010, on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Aree Shelby c/o	304 S. Hattiesburg Avenue	167B-5870-7-599	$855.00
Edwina Cole			$250.00 (T.O.)

Lot One (1) Block One (7) WASHINGTON HEIGHTS SUBDIVISION; Washington Heights (Annexed), of the city of Hattiesburg, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of April A. D., 2014.

(S E A L)

ATTEST:

Debra K Bernardo
CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 22nd day of April, A. D., 2014.

ATTEST:

Connie Everett (DC)
CITY CLERK

APPROVED:

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
City Clerk's Office
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(601) 545-4550

INDEXING INSTRUCTIONS: Lot Thirteen (13), Block (9), Section (3), Township 04N, Range 13W, T. M. FULLER AND O. J. BOWEN SUBDIVISION

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about April 11, 2011, on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Malcolm & Gwendolyn Curtis	808 E. 6th Street	34-264-9-15	$350.00 $250.00 (T.O.)

Lot Thirteen (13), Block (9), Section (3), Township 04N, Range 13W, T. M. FULLER AND O. J. BOWEN SUBDIVISION, of the city of Hattiesburg, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of April A. D., 2014.

(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 22nd day of April, A. D., 2014.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
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INDEXING INSTRUCTIONS: Lot Thirteen (13), Block (9), Section (3), Township 04N, Range 13W, T. M. FULLER AND O. J. BOWEN SUBDIVISION

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about April 11, 2011, on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
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Lot Thirteen (13), Block (9), Section (3), Township 04N, Range 13W, T. M. FULLER AND O. J. BOWEN SUBDIVISION, of the city of Hattiesburg, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of April A. D., 2014.

(S E A L)

ATTEST:

Debra K Bernardo
CLERK OF COUNCIL

ADOPTED:

Jim Bradley
PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 22nd day of April, A. D., 2014.

ATTEST:

Connie Everett (DC)
CITY CLERK

APPROVED:

Jimmy Ellis
MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

INDEXING INSTRUCTIONS: Commence at the Southwest Corner of Lot One (1) in Block Seven (7) of the JAMES E. ARLEDGE SURVEY OR ADDITION to the City of Hattiesburg, and run North Seventy-Nine (79) feet; then run East One Hundred Fifty-Nine (159) feet for point of beginning; then run North One Hundred Fifty (150) feet to L.E. Hall Street, known as Katie Avenue, thence run East Seventy-Nine and one half (79.5) feet to the point of beginning.

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

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Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Calvin T. Ford	809 Short Katie Avenue	39-12-7-9	$1575.00
Josephine F. Nobles			$250.00 (T.O.)
William F. Jones			

Commence at the Southwest Corner of Lot One (1) in Block Seven (7) of the JAMES E. ARLEDGE SURVEY OR ADDITION to the City of Hattiesburg, and run North Seventy-Nine (79) feet; then run East One Hundred Fifty-Nine (159) feet for point of beginning; then run North One Hundred Fifty (150) feet to L.E. Hall Street, known as Katie Avenue, thence run East Seventy-Nine and one half (79.5) feet to the point of beginning, all as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of April A. D., 2014.

(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 22nd day of April A. D., 2014.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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(601) 545-4550

INDEXING INSTRUCTIONS: Commence at the Southwest Corner of Lot One (1) in Block Seven (7) of the JAMES E. ARLEDGE SURVEY OR ADDITION to the City of Hattiesburg, and run North Seventy-Nine (79) feet; then run East One Hundred Fifty-Nine (159) feet for point of beginning; then run North One Hundred Fifty (150) feet to L.E. Hall Street, known as Katie Avenue, thence run East Seventy-Nine and one half (79.5) feet to the point of beginning.

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Josephine F. Nobles			$250.00 (T.O.)
William F. Jones			

Commence at the Southwest Corner of Lot One (1) in Block Seven (7) of the JAMES E. ARLEDGE SURVEY OR ADDITION to the City of Hattiesburg, and run North Seventy-Nine (79) feet; then run East One Hundred Fifty-Nine (159) feet for point of beginning; then run North One Hundred Fifty (150) feet to L.E. Hall Street, known as Katie Avenue, thence run East Seventy-Nine and one half (79.5) feet to the point of beginning, all as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of April A. D., 2014.

(S E A L)

ATTEST:

Delna K Bernardo
CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 22nd day of April A. D., 2014.

ATTEST:

Connie Everett (DC)
CITY CLERK

APPROVED:

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

INDEXING INSTRUCTIONS: Beginning at the Northwest corner of Block One (1) in said Subdivision, said corner being the corner of McInnis Avenue and William Street and run thence East along the South side of line of McInnis Avenue for a distance of 439 ft, more or less, run thence South at right angles for a distance of 135 ft, more or less, for the point of beginning, continue South 137.75 ft, more or less, to the North line of East Laurel Avenue, run thence East along the North line of East Laurel Avenue 75 ft, more or less run thence North 137.25 ft, more or less, run thence West 75 feet, more or less, to the point of beginning.

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about August 10, 2010, on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Ricardo Mussiett	924 E. Laurel Avenue	38-476-1-8	$724.00 $250.00 (T.O.)

Beginning at the Northwest corner of Block One (1) in said Subdivision, said corner being the corner of McInnis Avenue and William Street and run thence East along the South side of line of McInnis Avenue for a distance of 439 ft, more or less, run thence South at right angles for a distance of 135 ft, more or less, for the point of beginning, continue South 137.75 ft, more or less, to the North line of East Laurel Avenue, run thence East along the North line of East Laurel Avenue 75 ft, more or less run thence North 137.25 ft, more or less, run thence West 75 feet, more or less, to the point of beginning and in the city of Hattiesburg, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of April A. D., 2014.

(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 22nd day of April A. D., 2014.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

INDEXING INSTRUCTIONS: Beginning at the Northwest corner of Block One (1) in said Subdivision, said corner being the corner of McInnis Avenue and William Street and run thence East along the South side of line of McInnis Avenue for a distance of 439 ft, more or less, run thence South at right angles for a distance of 135 ft, more or less, for the point of beginning, continue South 137.75 ft, more or less, to the North line of East Laurel Avenue, run thence East along the North line of East Laurel Avenue 75 ft, more or less run thence North 137.25 ft, more or less, run thence West 75 feet, more or less, to the point of beginning.

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about August 10, 2010, on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Ricardo Mussiett	924 E. Laurel Avenue	38-476-1-8	$724.00 $250.00 (T.O.)

Beginning at the Northwest corner of Block One (1) in said Subdivision, said corner being the corner of McInnis Avenue and William Street and run thence East along the South side of line of McInnis Avenue for a distance of 439 ft, more or less, run thence South at right angles for a distance of 135 ft, more or less, for the point of beginning, continue South 137.75 ft, more or less, to the North line of East Laurel Avenue, run thence East along the North line of East Laurel Avenue 75 ft, more or less run thence North 137.25 ft, more or less, run thence West 75 feet, more or less, to the point of beginning and in the city of Hattiesburg, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

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

YEAS: Bradley, Delgado, Carroll, Dryden, Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of April A. D., 2014.

(S E A L)

ATTEST:

Debra K Bernardo
CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 22nd day of April A. D., 2014.

ATTEST:

Connie Everett (DC)
CITY CLERK

APPROVED:

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

INDEXING INSTRUCTIONS: Lot one (1) in Block Five (5) of the MCINNIS MITCHELL & LONGRE SUBDIVISION

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about July 14, 2011, on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Lorenzo Peterson	1214 Alcorn Avenue	44-656-5-1	$560 $250.00 (T.O.)

Lot one (1) in Block Five (5) of the MCINNIS MITCHELL & LONGRE SUBDIVISION, of the city of Hattiesburg, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of April A.D., 2014.

(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 22nd day of April, A. D., 2014.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

INDEXING INSTRUCTIONS: Lot one (1) in Block Five (5) of the MCINNIS MITCHELL & LONGRE SUBDIVISION

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about July 14, 2011, on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Lorenzo Peterson	1214 Alcorn Avenue	44-656-5-1	$560 $250.00 (T.O.)

Lot one (1) in Block Five (5) of the MCINNIS MITCHELL & LONGRE SUBDIVISION, of the city of Hattiesburg, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of April A.D., 2014.

(S E A L)

ATTEST:

Debra K Bernardo
CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 22nd day of April, A. D., 2014.

ATTEST:

Connie Everett (DC)
CITY CLERK

APPROVED:

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

INDEXING INSTRUCTIONS: BEG 670.5 ft. N & 165 ft E SWC SE ¼ SW ¼ S70f ft SE 86.67 ft. N 24 DEG E ALG ST 100' W 124 ft TO BEG 341/192 3/71 503/676 511/361 714/241 7/94

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about April 10, 2011, on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Loretta Hawthorne	Barnes Avenue	167A-10119-185	$1,212.00 $250.00 (T.O.)

BEG 670.5 ft. N & 165 ft E SWC SE ¼ SW ¼ S70f ft SE 86.67 ft. N 24 DEG E ALG ST 100' W 124 ft TO BEG 341/192 3/71 503/676 511/361 714/241 7/94, of the city of Hattiesburg, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging. S 25 T 4N R 13 W.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of April A. D., 2014.

(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 22nd day of April, A. D., 2014.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

INDEXING INSTRUCTIONS: BEG 670.5 ft. N & 165 ft E SWC SE ¼ SW ¼ S70f ft SE 86.67 ft. N 24 DEG E ALG ST 100' W 124 ft TO BEG 341/192 3/71 503/676 511/361 714/241 7/94

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about April 10, 2011, on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Loretta Hawthorne	Barnes Avenue	167A-10119-185	$1,212.00 $250.00 (T.O.)

BEG 670.5 ft. N & 165 ft E SWC SE ¼ SW ¼ S70f ft SE 86.67 ft. N 24 DEG E ALG ST 100' W 124 ft TO BEG 341/192 3/71 503/676 511/361 714/241 7/94, of the city of Hattiesburg, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging. S 25 T 4N R 13 W.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of April A. D., 2014.

(S E A L)

ATTEST:

Debra K Bernards
CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 22nd day of April, A. D., 2014.

ATTEST:

Connie Everett (DC)
CITY CLERK

APPROVED:

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

INDEXING INSTRUCTIONS: Lot Fifteen (15) in Block One (1) of the McInnis, Mitchell and Longre Survey or Addition

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about December 6, 2013 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UPCOST
Alice Jones	704 McKinley St.	44-656-1-4	$4507.54 $250.00 (T.O.)

Lot Fifteen (15) in Block One (1) of the McInnis, Mitchell and Longre Survey or Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per themap or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of April A. D., 2014.

(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 22nd day of April, A. D., 2014.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

INDEXING INSTRUCTIONS: Lot Fifteen (15) in Block One (1) of the McInnis, Mitchell and Longre Survey or Addition

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about December 6, 2013 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UPCOST
Alice Jones	704 McKinley St.	44-656-1-4	$4507.54 $250.00 (T.O.)

Lot Fifteen (15) in Block One (1) of the McInnis, Mitchell and Longre Survey or Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per themap or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of April A. D., 2014.

(S E A L)

ATTEST:

Delma K. Bernardo
CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 22nd day of April, A. D., 2014.

ATTEST:

Connie Everett (DX)
CITY CLERK

APPROVED:

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
39403-1898
(601) 554-1027

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

(601) 545-4550

INDEXING INSTRUCTIONS: The East 30 feet of Lot 7 in Block One of the Mrs. Nancy Anderson First Survey of the City of Hattiesburg, together with all improvements & Appurtenances thereunto belonging & also a parcel of land on the East side of the above described: Part of the NW-1/4 of the NW-1/4 of Section 3, Township 4 North, Range 13 West, beginning 250 feet North of the NE corner of Lot 1 in Block 8 of the Mrs. Nancy Anderson 1st survey, thence run West 80 feet to the point of beginning, thence continues West 20 feet to the East line and the Northeast Corner of Lot 7 in Block 1, thence run South 30 feet, thence East 20 feet, thence North 30 feet to the beg. And also the East 30 feet of the North 10 feet of Lot 8, Blk. 1, Mrs. Nancy Anderson 1st Survey. Together with all improvements.

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about December 5, 2013 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
James Wesley Curry	1010 Geneva St.	33-8-2-2	$700 $250.00 (T.O.)

The East 30 feet of Lot 7 in Block One of the Mrs. Nancy Anderson First Survey of the City of Hattiesburg, together with all improvements & Appurtenances thereunto belonging & also a parcel of land on the East side of the above described: Part of the NW-1/4 of the NW-1/4 of Section 3, Township 4 North, Range 13 West, beginning 250 feet North of the NE corner of Lot 1 in Block 8 of the Mrs. Nancy Anderson 1st survey, thence run West 80 feet to the point of beginning, thence continues West 20 feet to the East line and the Northeast Corner of Lot 7 in Block 1, thence run South 30 feet, thence East 20 feet, thence North 30 feet to the beg. And also the East 30 feet of the North 10 feet of Lot 8, Blk. 1, Mrs. Nancy Anderson 1st Survey. Together with all improvements.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of April A. D., 2014.

(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 22nd day of April, A. D., 2014.

ATTEST: APPROVED:

_____ _____

CITY

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
39403-1898
(601) 554-1027

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

(601) 545-4550

INDEXING INSTRUCTIONS: The East 30 feet of Lot 7 in Block One of the Mrs. Nancy Anderson First Survey of the City of Hattiesburg, together with all improvements & Appurtenances thereunto belonging & also a parcel of land on the East side of the above described: Part of the NW-1/4 of the NW-1/4 of Section 3, Township 4 North, Range 13 West, beginning 250 feet North of the NE corner of Lot 1 in Block 8 of the Mrs. Nancy Anderson 1st survey, thence run West 80 feet to the point of beginning, thence continues West 20 feet to the East line and the Northeast Corner of Lot 7 in Block 1, thence run South 30 feet, thence East 20 feet, thence North 30 feet to the beg. And also the East 30 feet of the North 10 feet of Lot 8, Blk. 1, Mrs. Nancy Anderson 1st Survey. Together with all improvements.

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about December 5, 2013 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
James Wesley Curry	1010 Geneva St.	33-8-2-2	$700 $250.00 (T.O.)

The East 30 feet of Lot 7 in Block One of the Mrs. Nancy Anderson First Survey of the City of Hattiesburg, together with all improvements & Appurtenances thereunto belonging & also a parcel of land on the East side of the above described: Part of the NW-1/4 of the NW-1/4 of Section 3, Township 4 North, Range 13 West, beginning 250 feet North of the NE corner of Lot 1 in Block 8 of the Mrs. Nancy Anderson 1st survey, thence run West 80 feet to the point of beginning, thence continues West 20 feet to the East line and the Northeast Corner of Lot 7 in Block 1, thence run South 30 feet, thence East 20 feet, thence North 30 feet to the beg. And also the East 30 feet of the North 10 feet of Lot 8, Blk. 1, Mrs. Nancy Anderson 1st Survey. Together with all improvements.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of April A. D., 2014.

(S E A L)

ATTEST:

Debra K Bernardo
CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 22nd day of April, A. D., 2014.

ATTEST:

Connie Everett (DC)
CITY

APPROVED:

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
39403-1898
(601) 554-1027

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

(601) 545-4550

INDEXING INSTRUCTIONS: A part of the southeast quarter of the northwest quarter of section 6, township 4 north, range 13 west, Forrest County, Mississippi, being more particularly described as follows, to wit: Commence at the Northeast Corner of the Southeast Quarter of the Northwest Quarter of Section 6, Township 4 North, Range 13 West, Forrest County, Mississippi and run South for 950.0 feet to the South margin line of Pinnacle Drive (as extended East); thence run West for 387.0 feet along said margin line, thence run North 83 DEG. 32' West along said margin line for 73.5 feet to the point of intersection of the West margin line of North 35th Avenue with said South margin line of Pinnacle Drive, thence run South along said West margin line of North 35th Avenue for 170.0 feet to a point on the North margin line of Pruett Drive for 130.7 feet, thence run North for 172.3 feet, thence run East for 1360.7 feet back to the point of beginning, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about December 5, 2013 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Candy Sigler	3501 Hillside Dr.	10-1009-43	$2797.38
HSBC Mortgage Services, INC., C T Corporation System			$250.00 (T.O.)

A part of the southeast quarter of the northwest quarter of section 6, township 4 north, range 13 west, Forrest County, Mississippi, being more particularly described as follows, to wit: Commence at the Northeast Corner of he Southeast Quarter of the Northwest Quarter of Section 6, Township 4 North, Range 13 West, Forrest County, Mississippi and run South for 950.0 feet to the South margin line of Pinnacle Drive (as extended East); thence run West for 387.0 feet along said margin line, thence run North 83 DEG. 32' West along said margin line for 73.5 feet to the

point of intersection of the West margin line of North 35th Avenue with said South margin line of Pinnacle Drive, thence run South along said West margin line of North 35th Avenue for 170.0 feet to a point on the North margin line of Pruett Drive for 130.7 feet, thence run North for 172.3 feet, thence run East for 1360.7 feet back to the point of beginning, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Section 2. That public interest and necessity requiring same, this resolution shall become
effective immediately from and after passage.

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of April A. D., 2014.

(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 22nd day of April, A. D., 2014.

ATTEST: APPROVED:

_____ _____

CITY

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
39403-1898
(601) 554-1027

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

(601) 545-4550

INDEXING INSTRUCTIONS: A part of the southeast quarter of the northwest quarter of section 6, township 4 north, range 13 west, Forrest County, Mississippi, being more particularly described as follows, to wit: Commence at the Northeast Corner of the Southeast Quarter of the Northwest Quarter of Section 6, Township 4 North, Range 13 West, Forrest County, Mississippi and run South for 950.0 feet to the South margin line of Pinnacle Drive (as extended East); thence run West for 387.0 feet along said margin line, thence run North 83 DEG. 32' West along said margin line for 73.5 feet to the point of intersection of the West margin line of North 35th Avenue with said South margin line of Pinnacle Drive, thence run South along said West margin line of North 35th Avenue for 170.0 feet to a point on the North margin line of Pruett Drive for 130.7 feet, thence run North for 172.3 feet, thence run East for 1360.7 feet back to the point of beginning, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about December 5, 2013 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Candy Sigler	3501 Hillside Dr.	10-1009-43	$2797.38
HSBC Mortgage Services, INC., C T Corporation System			$250.00 (T.O.)

A part of the southeast quarter of the northwest quarter of section 6, township 4 north, range 13 west, Forrest County, Mississippi, being more particularly described as follows, to wit: Commence at the Northeast Corner of he Southeast Quarter of the Northwest Quarter of Section 6, Township 4 North, Range 13 West, Forrest County, Mississippi and run South for 950.0 feet to the South margin line of Pinnacle Drive (as extended East); thence run West for 387.0 feet along said margin line, thence run North 83 DEG. 32' West along said margin line for 73.5 feet to the

point of intersection of the West margin line of North 35th Avenue with said South margin line of Pinnacle Drive, thence run South along said West margin line of North 35th Avenue for 170.0 feet to a point on the North margin line of Pruett Drive for 130.7 feet, thence run North for 172.3 feet, thence run East for 1360.7 feet back to the point of beginning, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Section 2. That public interest and necessity requiring same, this resolution shall become
effective immediately from and after passage.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of April A. D., 2014.

(S E A L)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 22nd day of April, A. D., 2014.

ATTEST:

Connie Everett (DC)
CITY

APPROVED:

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
39403-1898
(601) 554-1027

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

(601) 545-4550

INDEXING INSTRUCTIONS: Commence at the Northwest corner of the Northwest ¼ of the southwest ¼ of Section 26, Township 4 N., Range 13 West, Forrest County, MS, and run East for 17.3 feet, then run South 204 feet to the Point of Beginning. From said Point of Beginning continue South for 90 feet, thence run East 145 feet, thence run North for 90 feet, thence run West for 145 feet back to the Point of Beginning, together with all improvements and appurtenances thereunto belonging. Said parcel of land is a part of the Northwest ¼ of the Southwest ¼ of Section 26, Township 4 N., Range 13 W., Forrest County, MS.

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about December 5, 2013 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Larry & Mary Gohler	249 McInnis Springs Rd.	167B-10120-386-A	$3780
Lee Mitchell			$250 (T.O)
Roy Strong			
S&S Properties, Robert I. Smith			
ACC Tax Sale Properties, Bob Smith			

Commence at the Northwest corner of the Northwest ¼ of the southwest ¼ of Section 26, Township 4 N., Range 13 West, Forrest County, MS, and run East for 17.3 feet, then run South 204 feet to the Point of Beginning. From said Point of Beginning continue South for 90 feet, thence run East 145 feet, thence run North for 90 feet, thence run West for 145 feet back to the Point of Beginning, together with all improvements and appurtenances thereunto belonging. Said parcel of land is a part of the Northwest ¼ of the Southwest ¼ of Section 26, Township 4 N., Range 13 W., Forrest County, MS.

Section 2. That public interest and necessity requiring same, this resolution shall become
effective immediately from and after passage.

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of April A. D., 2014.

(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 22nd day of April, A. D., 2014.

ATTEST: APPROVED:

_____ _____

CITY

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
39403-1898
(601) 554-1027

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

(601) 545-4550

INDEXING INSTRUCTIONS: Commence at the Northwest corner of the Northwest ¼ of the southwest ¼ of Section 26, Township 4 N., Range 13 West, Forrest County, MS, and run East for 17.3 feet, then run South 204 feet to the Point of Beginning. From said Point of Beginning continue South for 90 feet, thence run East 145 feet, thence run North for 90 feet, thence run West for 145 feet back to the Point of Beginning, together with all improvements and appurtenances thereunto belonging. Said parcel of land is a part of the Northwest ¼ of the Southwest ¼ of Section 26, Township 4 N., Range 13 W., Forrest County, MS.

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about December 5, 2013 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Larry & Mary Gohler	249 McInnis Springs Rd.	167B-10120-386-A	$3780
Lee Mitchell			$250 (T.O)
Roy Strong			
S&S Properties, Robert I. Smith			
ACC Tax Sale Properties, Bob Smith			

Commence at the Northwest corner of the Northwest ¼ of the southwest ¼ of Section 26, Township 4 N., Range 13 West, Forrest County, MS, and run East for 17.3 feet, then run South 204 feet to the Point of Beginning. From said Point of Beginning continue South for 90 feet, thence run East 145 feet, thence run North for 90 feet, thence run West for 145 feet back to the Point of Beginning, together with all improvements and appurtenances thereunto belonging. Said parcel of land is a part of the Northwest ¼ of the Southwest ¼ of Section 26, Township 4 N., Range 13 W., Forrest County, MS.

Section 2. That public interest and necessity requiring same, this resolution shall become
effective immediately from and after passage.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of April A. D., 2014.

(S E A L)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 22nd day of April, A. D., 2014.

ATTEST:

CITY

APPROVED:

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
39403-1898
(601) 554-1027

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

(601) 545-4550

INDEXING INSTRUCTIONS: Lot Four (4), Block Ten (10), of the Yellow Pine Park Survey to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map of plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about December 5, 2013 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Mae Carol Brown	912 Atlanta St.	34-992-10-6	$1060.00
Yankee Investments, LLC., Donald E. Hinton Jr.			$250.00 (T.O.)
Alvin & Thelma Williams			

Lot Four (4), Block Ten (10), of the Yellow Pine Park Survey to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map of plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Section 2. That public interest and necessity requiring same, this resolution shall become
effective immediately from and after passage.

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of April A. D., 2014.

(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 22nd day of April, A. D., 2014.

ATTEST: APPROVED:

_____ _____

CITY

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
39403-1898
(601) 554-1027

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

(601) 545-4550

INDEXING INSTRUCTIONS: Lot Four (4), Block Ten (10), of the Yellow Pine Park Survey to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map of plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about December 5, 2013 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Mae Carol Brown	912 Atlanta St.	34-992-10-6	$1060.00
Yankee Investments, LLC., Donald E. Hinton Jr.			$250.00 (T.O.)
Alvin & Thelma Williams			

Lot Four (4), Block Ten (10), of the Yellow Pine Park Survey to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map of plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Section 2. That public interest and necessity requiring same, this resolution shall become
effective immediately from and after passage.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of April A. D., 2014.

(S E A L)

ATTEST:

Debra K Bernardo
CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 22nd day of April, A. D., 2014.

ATTEST:

Connie Everett (DC)
CITY

APPROVED:

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
39403-1898
(601) 554-1027

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

(601) 545-4550

INDEXING INSTRUCTIONS: Lot Nine (9) and Lot Ten (10), Block Three (3), of the Mayflower Park Subdivision to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about December 5, 2013 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Robert & Mary Rogers	1215 Dewey St.	33-536-3-7	$1600.00 $250.00 (T.O.)

Lot Nine (9) and Lot Ten (10), Block Three (3), of the Mayflower Park Subdivision to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Section 2. That public interest and necessity requiring same, this resolution shall become
effective immediately from and after passage.

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of April A. D., 2014.

(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 22nd day of April, A. D., 2014.

ATTEST: APPROVED:

_____ _____

CITY

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
39403-1898
(601) 554-1027

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

(601) 545-4550

INDEXING INSTRUCTIONS: Lot Nine (9) and Lot Ten (10), Block Three (3), of the Mayflower Park Subdivision to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about December 5, 2013 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Robert & Mary Rogers	1215 Dewey St.	33-536-3-7	$1600.00 $250.00 (T.O.)

Lot Nine (9) and Lot Ten (10), Block Three (3), of the Mayflower Park Subdivision to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Section 2. That public interest and necessity requiring same, this resolution shall become
effective immediately from and after passage.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of April A. D., 2014.

(S E A L)

ATTEST:

Debra K Bernardo
CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 22nd day of April, A. D., 2014.

ATTEST:

Connie Everett (x)
CITY

APPROVED:

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
39403-1898
(601) 554-1027

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

(601) 545-4550

INDEXING INSTRUCTIONS: The West Half of Lots One (1) and Two (2) in Block Six (6) of the McInnis, Mitchell, and Longre Survey or Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about December 5, 2013 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
George&Creola Mae McCarty	1206 Alcorn Ave.	33-536-3-7	$3410.00 $250.00 (T.O.)

The West Half of Lots One (1) and Two (2) in Block Six (6) of the McInnis, Mitchell, and Longre Survey or Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Section 2. That public interest and necessity requiring same, this resolution shall become
effective immediately from and after passage.

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of April A. D., 2014.

(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 22nd day of April, A. D., 2014.

ATTEST: APPROVED:

_____ _____
CITY

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
39403-1898
(601) 554-1027

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

(601) 545-4550

INDEXING INSTRUCTIONS: The West Half of Lots One (1) and Two (2) in Block Six (6) of the McInnis, Mitchell, and Longre Survey or Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about December 5, 2013 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

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George&Creola Mae McCarty	1206 Alcorn Ave.	33-536-3-7	$3410.00 $250.00 (T.O.)

The West Half of Lots One (1) and Two (2) in Block Six (6) of the McInnis, Mitchell, and Longre Survey or Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Section 2. That public interest and necessity requiring same, this resolution shall become
effective immediately from and after passage.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted this the 22nd day of April A. D., 2014.

(S E A L)

ATTEST:
Deluse K Bernardo
CLERK OF COUNCIL

ADOPTED:
PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this 22nd day of April, A. D., 2014.

ATTEST:
Connie Everett (SC)
CITY

APPROVED:

City of Hattiesburg, MS

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

Master

File Number: 2014-1041

File ID:	2014-1041	**Type:**	Resolution	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/03/2014
Brief Title:	Rescind condemnation resolution			**Final Action:**	04/22/2014
				Minute Book Number:	MB2014-114

Title:

Rescind condemnation resolution approved on March 4, 2014 at MB 2014-60 for property located at 609 E. 2nd St. due to an error in the legal description. Adopt Resolution with corrected legal description condemning property located at 609 E. 2nd St.

Notes:

Sponsors:

Enactment Date:

Attachments: Rescind Resolution MEMO, 609 E. 2nd St. Resolution, executed 609 E. 2nd St. Resolution RES2014-102

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014	Rescind				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to amend Policy Agenda number VI.-9 to read as follows: Adopt an amended resolution to correct a resolution adopted on March 4, 2014 at MB 2014-60 to include full legal description condemning property located at 609 E. 2nd St.

Attorney Lawrence stated that it is not necessary to rescind the resolution; he said that instead, the previously adopted resolution should be corrected to include the full legal description at 609 E. 2nd Street. He said rescinding the resolution would make it necessary to start the process over. Mr. Lawrence stated also that the resolution contained the correct parcel number and correct street address but did not have the full legal description; he said the full legal description was included in the notice.

Following discussion, the Motion to adopt the amended resolution received the affirmative vote of the Council as follows:

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

Nays: 0

Yea:	5	Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2014-1041

Title

Rescind condemnation resolution approved on March 4, 2014 at MB 2014-60 for property located at 609 E. 2nd St. due to an error in the legal description. Adopt Resolution with corrected legal description condemning property located at 609 E. 2nd St.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1	Council - Ward 2	Council - Ward 3	Council - Ward 4	Council - Ward 5
Kim Bradley	*Deborah Denard Delgado*	*Carter Carroll*	*Mary Dryden*	*Henry Naylor*

TO: Mayor and City Council

FROM: Wiley Quinn Jr., Code Enforcement Manager

DATE: April 7, 2014

RE: Rescind Resolution

Rescind condemnation resolution approved at MB 2014-60 for property located at 609 E. 2nd St. due to an error in the legal description.

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

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

Parcel: 35-292-9-4 609 E. 2nd St., and better described a part of the Hardy and Scott Survey and more particularly described as: The Northwest 8 feet of the Northeast ½ of Lot 4 and the Northeast ½ of Lots 5 and 6 BLK 9, being a part of said Survey, being located in the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat on file in the office of the Chancery Clerk of Forrest County Mississippi.

WHEREAS, the owner of the property is: College Investment, SKL, Bennett Hills INC., Donald Buckalew, ZZT LLC., State of Mississippi and Bill F. Jones

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

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

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

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

Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)

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

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)

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

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

The above and foregoing Resolution was introduced by Council member _____,seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS: NAYS: ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 22nd day of April 2014.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 22nd day of April, A.D., 2014

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

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

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

Parcel: 35-292-9-4 609 E. 2nd St., and better described a part of the Hardy and Scott Survey and more particularly described as: The Northwest 8 feet of the Northeast ½ of Lot 4 and the Northeast ½ of Lots 5 and 6 BLK 9, being a part of said Survey, being located in the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat on file in the office of the Chancery Clerk of Forrest County Mississippi.

WHEREAS, the owner of the property is: College Investment, SKL, Bennett Hills INC., Donald Buckalew, ZZT LLC., State of Mississippi and Bill F. Jones

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

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

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

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

Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)

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

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)

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

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

The above and foregoing Resolution was introduced by Council member Naylor, seconded by Council member Delgado, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 22nd day of April 2014.

(SEAL)

ATTEST:

Debra K Bernardo
CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 22nd day of April, A.D., 2014

ATTEST:

Connie Everett (DC)
CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2014-1046

File ID:	2014-1046	**Type:**	Regular Agenda Item	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/11/2014
Brief Title:	Personal Service Weapons			**Final Action:**	04/22/2014
				Minute Book Number:	MB2014-115

Title:

Adopt an order to approve the sale of two (2) personal service weapons to retiring Police Captain Michael Shappley and Captain D. J. Davis pursuant to Mississippi Code Annotated 45-9-131

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Shappley & Davis Service Weapon	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Tammy Leggett	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014	Adopt				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Dryden to Adopt an order to approve the sale of two (2) personal service weapons to retiring Police Captain Michael Shappley and Captain D. J. Davis pursuant to Mississippi Code Annotated 45-9-131

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

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

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2014-1046

Title

Adopt an order to approve the sale of two (2) personal service weapons to retiring Police

Captain Michael Shappley and Captain D. J. Davis pursuant to Mississippi Code Annotated 45-9-131

Summary

Adopt an order to approve the sale of personal service weapon Glock Model 22 Serial number MVH 773, 40 cal to retiring Police Captain Michael Shappley and personal service weapon Glock Model 22 Serial number MUY 506, 40 cal to retiring Police Captain D. J. Davis

THE CITY OF HATTIESBURG

One of America's Great Small Cities!

Frazier Bolton, Chief of Police

MEMORANDUM

To: Mayor Johnny L. DuPree and City Council

From: Frazier Bolton, Chief of Police

Date: April 11, 2014

Re: Purchase of Service Weapons

Captain Michael Shappley retired from the Hattiesburg Police Department effective March 17, 2014 and Captain D. J. Davis effective April 18, 2014. I am requesting that the Hattiesburg Police Department Benefit Fund is allowed to purchase his service weapon per MS Code 45-9-131, which allows a member of any law enforcement agency who retires under any state retirement system to purchase as his personal property one (1) side arm which was issued to him by the law enforcement agency from which he retired. The governing authorities of the municipality shall determine the amount to be paid for the firearm for the retiring member of the law enforcement agency.

The Training Director was tasked with acquiring a "trade in" value of the weapon to be purchased. The trade in value is considered to be $200.00-$250.00. I respectfully request the purchase amount for the weapons to be $100.00 each for the Hattiesburg Police Department Benefit Fund. The following is a description of the weapon to be purchased.

Captain Michael Shappley Glock 22, 40 caliber, serial number MVH773, City ID 17303
Captain D. J. Davis Glock 22, 40 caliber, serial number MUY506, City ID 17248

Thank you for your attention to this matter. If there is additional information that is needed, please let me know.

(601) 544-7900 POLICE DEPARTMENT FAX (601) 545-4952
#1 GOVERNMENT PLAZA • HATTIESBURG, MS 39401
CRIME STOPPERS (601) 582-STOP (582-7867) CELLULAR ★ C.S.

City of Hattiesburg, MS

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

Master

File Number: 2014-1050

File ID:	2014-1050	**Type:**	Regular Agenda Item	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/15/2014
Brief Title:	CHDO Certification - Community Connections, Inc.			**Final Action:**	04/22/2014
				Minute Book Number:	MB2014-115

Title:

Adopt an order certifying Community Connections, Inc. as a Community Housing Development Organization (CHDO) for the City of Hattiesburg's HOME Program in accordance with 24 CFR 92.2. {Entitlement}

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Community Connections - CERTIFICATE OF DESIGNATION, executed Community Connections - CERTIFICATE OF DESIGNATION	**Enactment Number:**	
Contact:		**Meeting Date:**	04/22/2014
Drafter:	Anita Bratcher	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014	Adopt				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Adopt an order certifying Community Connections, Inc. as a Community Housing Development Organization (CHDO) for the City of Hattiesburg's HOME Program in accordance with 24 CFR 92.2. {Entitlement}

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

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

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

ΓEL-No Vote: 0

Text of Legislative File 2014-1050

Title

Adopt an order certifying Community Connections, Inc. as a Community Housing Development Organization (CHDO) for the City of Hattiesburg's HOME Program in accordance with 24 CFR 92.2. {Entitlement}

Summary
CHDO Certification - Community Connections, Inc.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CERTIFICATE OF DESIGNATION

CITY OF HATTIESBURG

COMMUNITY HOUSING DEVELOPMENT ORGANIZATION

This is to certify that Community Connections, Inc., a 501 C (3) organization, has by submission of the required and necessary documentation to the Hattiesburg City Council on April 22, 2014, met the requirements to receive designation as a certified City of Hattiesburg Community Housing Development Organization.

The designation will expire April 30, 2015.

_____
Johnny L. DuPree, Mayor

_____
Connie Everett, City Clerk

State of Mississippi County of Forrest
Subscribed and sworn to before me on
The ___ day of _____, 2014.

_____
Notary Public

_____
Commission Expiration Date

CERTIFICATE OF DESIGNATION

CITY OF HATTIESBURG

COMMUNITY HOUSING DEVELOPMENT ORGANIZATION

This is to certify that Community Connections, Inc., a 501 C (3) organization, has by submission of the required and necessary documentation to the Hattiesburg City Council on April 22, 2014, met the requirements to receive designation as a certified City of Hattiesburg Community Housing Development Organization.

The designation will expire April 30, 2015.

Johnny L. DuPree, Mayor

Connie Everett (DC)
Connie Everett, City Clerk

State of Mississippi County of Forrest
Subscribed and sworn to before me on
The 22nd day of April, 2014.

Notary Public

STATE OF MISSISSIPPI
KERMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

Commission Expiration Date

City of Hattiesburg, MS

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

Master

File Number: 2014-1048

File ID:	2014-1048	**Type:**	Regular Agenda Item	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/15/2014
Brief Title:	CHDO Certification - Breakthrough Community Services			**Final Action:**	04/22/2014
				Minute Book Number:	MB2014-115

Title:

Adopt an order certifying Breakthrough Community Services as a Community Housing Development Organization (CHDO) for the City of Hattiesburg's HOME Program in accordance with 24 CFR 92.2. {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: Breakthrough Community Services - CERTIFICATE OF DESIGNATION, executed Breakthrough Community Services - CERTIFICATE OF DESIGNATION

Enactment Number:

Contact:

Meeting Date: 04/22/2014

Drafter: Anita Bratcher

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014	Adopt				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Adopt an order certifying Breakthrough Community Services as a Community Housing Development Organization (CHDO) for the City of Hattiesburg's HOME Program in accordance with 24 CFR 92.2. {Entitlement}

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

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

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

ΓEL-No Vote: 0

Text of Legislative File 2014-1048

Title

Adopt an order certifying Breakthrough Community Services as a Community Housing Development Organization (CHDO) for the City of Hattiesburg's HOME Program in accordance with 24 CFR 92.2. {Entitlement}

Summary

CHDO Certification - Breakthrough Community Services

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CERTIFICATE OF DESIGNATION

CITY OF HATTIESBURG

COMMUNITY HOUSING DEVELOPMENT ORGANIZATION

This is to certify that Breakthrough Community Services, a 501 C (3) organization, has by submission of the required and necessary documentation to the Hattiesburg City Council on April 22, 2014, met the requirements to receive designation as a certified City of Hattiesburg Community Housing Development Organization.

The designation will expire April 30, 2015.

_____
Johnny L. DuPree, Mayor

_____
Connie Everett, City Clerk

State of Mississippi County of Forrest
Subscribed and sworn to before me on
The ___ day of _____, 2014.

_____
Notary Public

_____
Commission Expiration Date

CERTIFICATE OF DESIGNATION

CITY OF HATTIESBURG

COMMUNITY HOUSING DEVELOPMENT ORGANIZATION

This is to certify that Breakthrough Community Services, a 501 C (3) organization, has by submission of the required and necessary documentation to the Hattiesburg City Council on April 22, 2014, met the requirements to receive designation as a certified City of Hattiesburg Community Housing Development Organization.

The designation will expire April 30, 2015.

Johnny L. DuPree, Mayor

Connie Everett (DC)
Connie Everett, City Clerk

State of Mississippi County of Forrest
Subscribed and sworn to before me on
The 22 day of April, 2014.

Notary Public

STATE OF MISSISSIPPI
KERMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

Commission Expiration Date

City of Hattiesburg, MS

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

Master

File Number: 2014-1056

File ID:	2014-1056	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/15/2014
Brief Title:	CHDO Agreement - Breakthough Community Svcs - 1205 Country Club			**Final Action:**	04/22/2014
				Minute Book Number:	MB2014-115-116

Title:

Authorize the Mayor to execute, in triplicate, HOME Grant Agreement between Breakthrough Community Services and the City of Hattiesburg for the rehabilitation of a home at 1205 Country Club Road as an affordable housing unit, utilizing HOME CHDO Set-aside funds in an amount not to exceed $60,000. {Entitlement}

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Exhibit B Docs for 4-22-2014 Agreement - 1205 Country Club Rd., Rental Agreement - Breakthrough - 1205 Country Club Rd - April 2014, Executed Rental Agreement - Breakthrough - 1205 Country Club Rd - April 2014	**Enactment Number:**	
Contact:		**Meeting Date:**	04/22/2014
Drafter:	Anita Bratcher	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014	Authorize				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Authorize the Mayor to execute, in triplicate, HOME Grant Agreement between Breakthrough Community Services and the City of Hattiesburg for the rehabilitation of a home at 1205 Country Club Road as an affordable housing unit, utilizing HOME CHDO Set-aside funds in an amount not to exceed $60,000. {Entitlement}

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

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

Nays: 0

Yea:	5	Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2014-1056

Title

Authorize the Mayor to execute, in triplicate, HOME Grant Agreement between Breakthrough Community Services and the City of Hattiesburg for the rehabilitation of a home at 1205 Country Club Road as an affordable housing unit, utilizing HOME CHDO Set-aside funds in an amount not to exceed $60,000. {Entitlement}

Summary

CHDO Agreement - Breakthough Community Svcs - 1205 Country Club

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Market Needs Assessment

Organization: Breakthrough Community Services	Project Name: Rental Rehab
Organization Address: 1313 Country Club Road	Funding year: 2014
Contact Person: Dequandra Johnson	Title: Housing Counselor
Phone: (601) 582-3475	Email address: dequandramobc@aol.com
Project address: 1205 Country Club Road	City, state, zip: Hattiesburg, MS 39401

Please answer the following questions related to the project to the best of your ability. Do not leave any question blank. If not applicable or information is not available, please state so in the applicable section. The information provided in this document will be used by the City to assess the market need for the project.

Project:

Provide a site analysis including area and exposure, lot size, zoning, current use, history, drainage, flood hazard, soil conditions, utility and services, easement and encroachments, hazardous or toxic material, surrounding land uses, current improvement on site.

This project is located at 1205 Country Club Rd, in the Mt. Olive-Tatum-Lillie Burney Neighborhood Associate. The property is a rental unit and is currently occupied by a tenant who has been residing in the home since 2010. The property is located within the City limits of Hattiesburg (Forrest County). The home is an all electric home, with utility suppliers MS Power and City of Hattiesburg Water and Sewer. *Please refer to work write up for repairs needed.

Describe the project location, type of project proposed, improvements, proposed unit type and mix, construction quality, size and dimensions, construction detail, unit features, recreational facilities, parking facilities, general layout and efficiency and site improvements.

Breakthrough Community Services, Inc. is proposing to a rental rehab occupied project at 1205 Country Club Road.

Area:

Provide demographics including population, households, average household size, median household income, average household income, employment/unemployment, residential housing activity, transportation and commercial development.

The Mt. Olive-Tatum-Lillie Burney Neighborhood consist of a mixture of low income and low-to-moderate income individuals/families. The majority of neighborhood residents are made up of 70% homeowners and 30% renters. The average household income does not exceed 50% of the Area Median Income (AMI). Residents of this community make up a mixture of employed, retired, and unemployed population.

General market trends:

If this is a rental project list the current vacancy rate for the census tract and source of data.

Census tract	Rental vacancy rate in zip code	Average rent for proposed unit size in zip code	Total units available for rent in zip code	Source of data
Block Group 4 Census Tract 6 Forrest Count, Mississippi				

Provide a narrative describing the current general market trends that support the development of the additional rental units

This area is a mixture of homeowners and renters of which both are low income households. Within Forrest County, there is a demand for housing and a particular increase in rental housing versus homeownership. We anticipate that the need for housing will continue to increase and within this low income community we estimate that with economic and population growth this is projected to occur within this low income community, and for people who are seeking suitable affordable housing, we will be able to find an eligible renter.

For homeownership projects

Census tract	Total properties for sale in zip code	Average sales price in zip code	Source of data
n/a			

Provide a narrative describing the current general market trends that support the development of the additional homeownership housing units.

n/a

Neighborhood market:

Provide a narrative of the immediate project area market conditions and positive conditions that support development of the unit s at the proposed pricing.

The proposed project is situated within the City limits of Hattiesburg on the Southeast side of town in the Mt. Olive-Tatum-Lillie Burney Neighborhood diagonal from Vernon Dahmer Park. This park is a historical site in Hattiesburg and the only park – baseball field, walking track, and tennis court- within the community. The proposed project site is central to transportation, public schools, higher learning, shopping, and employment. Highway 49 and easily accessible to Highway 59 & Highway 98. It's proximity to necessary services such as Wal-Mart, Gas Station, Pharmacies, Forrest General Hospital, Police & Fire Department, Lillie Burney Elementary, Rowan Elementary School and N.R. Burger Middle School, William Carey College & The University of Southern Mississippi. Public Transportation route and stop is on the same block from proposed site as well as additional access to community amenities, services, shopping, and recreation.

Community conditions:

Describe the immediate physical/social conditions that support the development of housing.

The immediate and social conditions that support the development of this proposed project involve the need for affordable housing within the area. There are a number of properties on the Southeast section of town that are dilapidated, abandoned, and in need of home maintenance. In an effort to provide affordable housing and revitalize the neighborhood we believe that the needed repairs to this home can aid in the transformation of such areas. There are other homes in the area that are undergoing renovations, some newly rebuilt and rehab homes. To avoid a high rate of vacant residential and property abandonment within our community we believe the revitalization is key the homes affected are in much need in reinvestment and revitalization.

Target population pool:

Discuss whether a sufficient pool of target households exists in the primary geographic market area to support the project; or sufficient primary data (waiting lists or client lists) is presented to support timely occupancy of the development upon completion.

In the geographic location of the proposed project, there is a target household. The area is composed of low-to-moderate households who are homeowners and renters. There are housing needs throughout the community ranging from homelessness, emergency repairs, substantial rehabilitation, and home maintenance that is needed. Our agency receives calls on a daily basis for individuals seeking rental housing and/or repair assistance.

Affordability:

Discuss the current market prices and if they are affordable to a reasonable range of incomes (the range=minimum income required to afford: maximum eligibility income).

The current market prices within Forrest County often eliminate those of low-to-moderate income levels due to lack of affordability. Rentals properties in Hattiesburg average $600 starting out and this does not reflect the community or housing condition. There is a shortage of affordable housing in our area.

Needs:

Discuss the project design (unit types, sizes, amenities, services) and how it reflects the apparent needs and desires of the target population.

This project is a single family residence consisting of 3 bedrooms and 2 bathrooms. The project design will address exterior and interior repairs needed to bring the home up to code standards and transform the home which will have an important role in neighborhood revitalization. The proposed project will be energy efficient and affordable to meet the needs and desires of our target population of low-to-moderate income individuals/families. ***Please refer to work write up***

Site:

Examine the subject site, surrounding development patterns, demographics and other relevant factors that influence the development potential.

There is a lack of development in the area. The community is in need of revitalization; however there is a trend of homeowners within the location engaging in homeownership maintenance to aid in small yet significant changes within the area.

Supply:

Identify and evaluate the relevant competitive supply of affordable housing in the area.

There is no competitive supply of affordable housing in the area.

Competitiveness:

Discuss the project price, location condition and amenities and how they are reasonably attractive in comparison to other housing choices available to low-income areas for households.

The proposed project is priced at an estimate of $54,500. The proposed repairs will make a considerable difference within the community. The location, condition, and amenities of the home are all attractive in comparison to other homes in the area that are in need of repairs and will be appealing and affordable to our target market.

Appraisal:

Discuss how the acquisition costs are supported by appraisal or by evidence of market value and whether it is reasonable given site remediation and prep costs.

The estimated rehabilitation price supports and reflects the appraisal of homes that are within the area. Currently, there are new construction projects and homeowner repair projects pending in the area. We are noticing there is a trend of homeowner maintenance and revitalization in the area. We believe that the history of the neighborhood.

Summary:

Provide a summary based on an overall analysis of the project that provides the supporting evidence of the need for this project.

Breakthrough believes there is an increase in the rental market versus homeownership. The communities in which we serve are low-to-moderate families and/or individuals who may not be ready for homeownership and are struggling to find suitable affordable housing. While we do promote homeownership we do understand that our target population is seeking affordable housing opportunities in general. We are familiar with the needs of the community and are seeking to provide safe, decent, affordable housing. By creating communities of opportunity in needed neighborhood, we help empower the economically challenged low-to-moderate residents as part of our strategy.

Project Narrative & Timeline

Property: 1205 Country Club Road, Hattiesburg, MS 39401

Proposed Project: Rental Rehabilitation

The housing needs in Hattiesburg, MS is steadily growing and according to Joint Center for Housing Studies 2013, the numbers for renter households increased by more than 1.1 million. The economic crisis is creating financial difficulties for our low income and low-to-moderate income communities. There are a number of abandoned properties, foreclosure, and home maintenance issues. As a result, we notice there are a significant need for community revitalization to aide those families and communities who are suffering.

Breakthrough has a goal of producing a HOME eligible development project, addressing rental rehabilitation of the above referenced property for housing unit for low-to-moderate income renters, within the city limits of Forrest County to provide safe, decent, and affordable housing.

Our designated target area for this project is the Mt. Olive-Tatum-Lillie Burney neighborhood of Country Club Road, Neighborhood Subdivision. We realize there is a need in this community to restore neighborhoods and we are interested in strengthening the neighborhood with a mix of market rate and affordable housing. Through improving rehabilitation, code enforcement, and neighborhood enhancement, this offers the chance to help improve the conditions of the neighborhood by removing abandoned housing, and helping to reinforce and expand the number of residents whom remain and invest in their property. This project will aid in revitalizing the area with poor housing conditions.

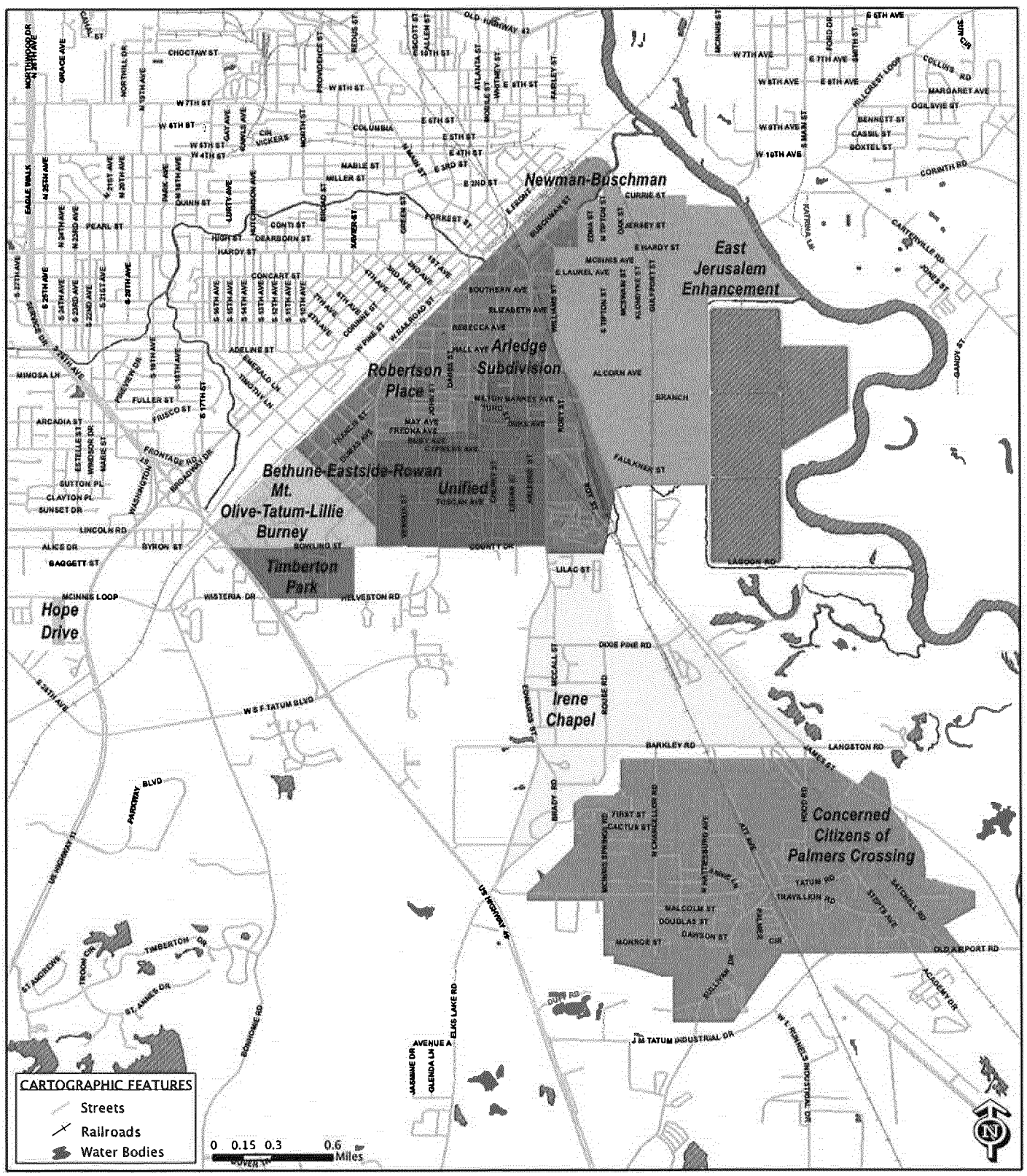
Below is the rehabilitation timeline for the proposed property:

	Start	Finish
RFP acceptance period	April 28, 2014	May 9, 2014
Lead Abatement completed	May 15, 2014	May 30, 2014
Rehabilitation period	July 15, 2014	October 15, 214

Development Estimate

Permits	$500
Lead Abatement & Asbestos	$3,500
Marketing	$1,000
Rehab/Construction	$50,000
Landscape	$400

TOTAL: $54,500



BREAKTHROUGH COMMUNITY SERVICE TARGET AREAS

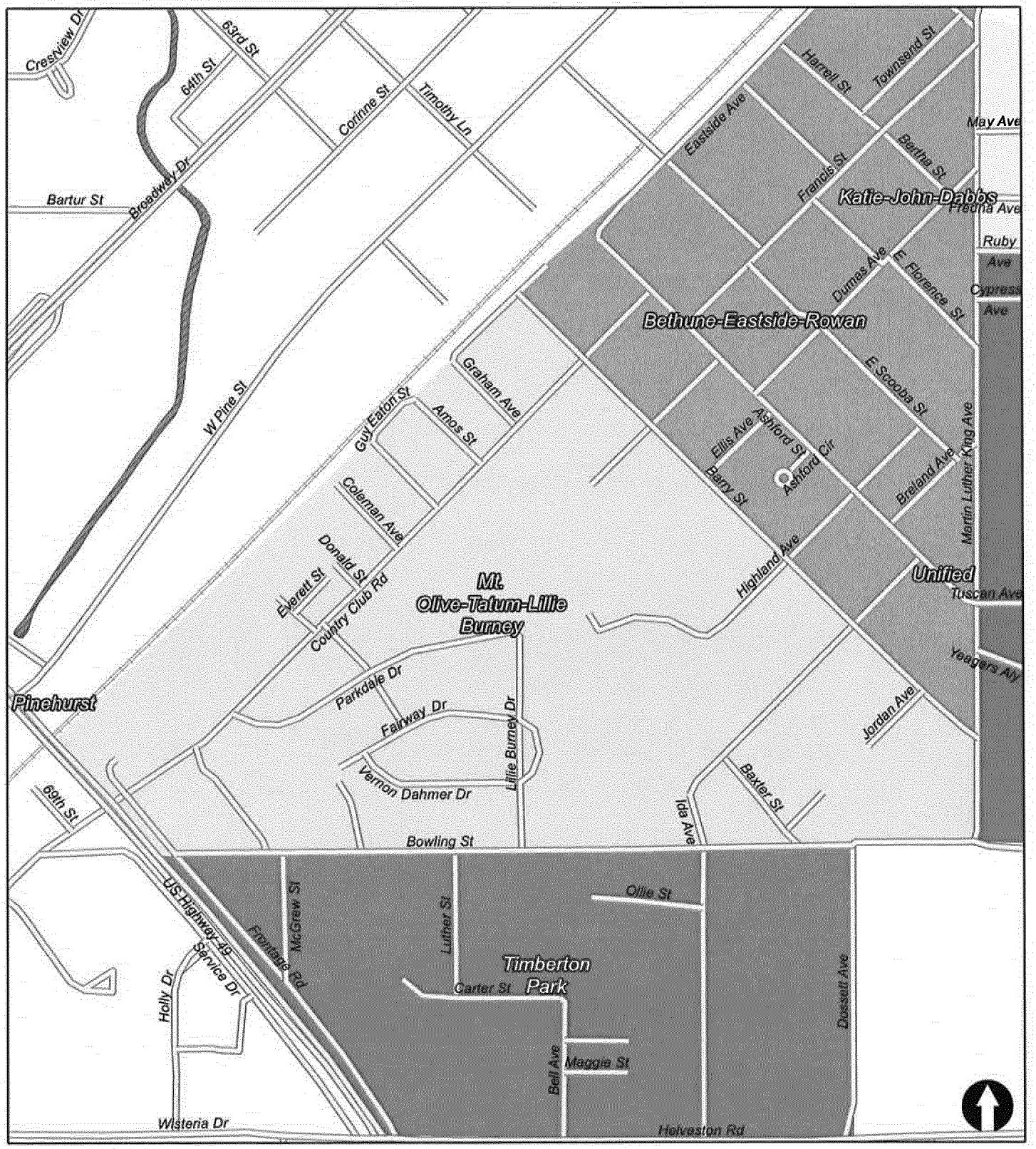
Map provided by the GIS Division of the HPFL Metropolitan Planning Organization Department of Federal & State Programs City of Hattiesburg, Mississippi

This map is unofficial and is subject to validation. It is not intended for site specific review. It does not necessarily reflect the most current changes and was created for general planning purposes only.

hattiesburgis

Hattiesburg Neighborhood Associations

MT. OLIVE-TATUM-LILLIE BURNEY

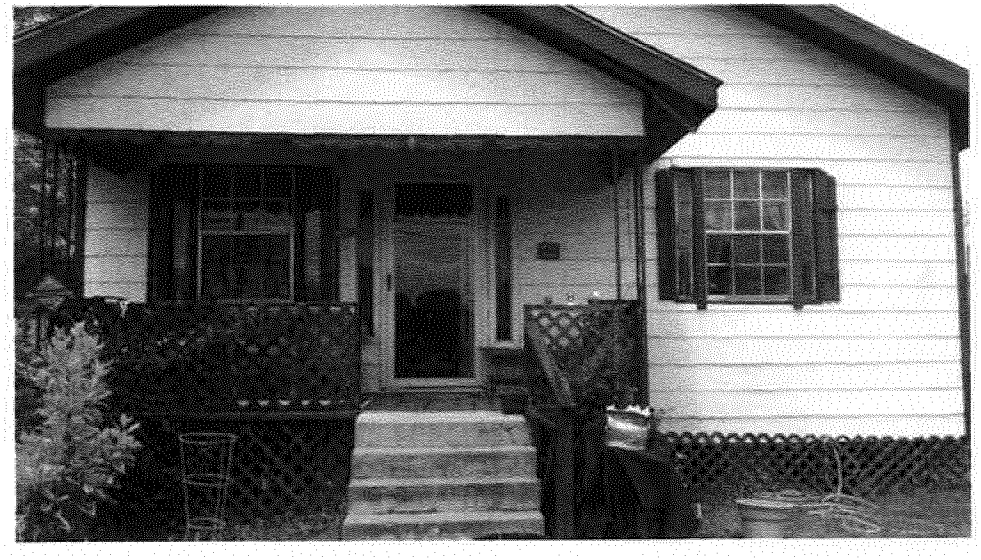


hattiesburgis

Map provided by the GIS Division of the
HPFL Metropolitan Planning Organization
Department of Federal & State Programs
City of Hattiesburg, Mississippi

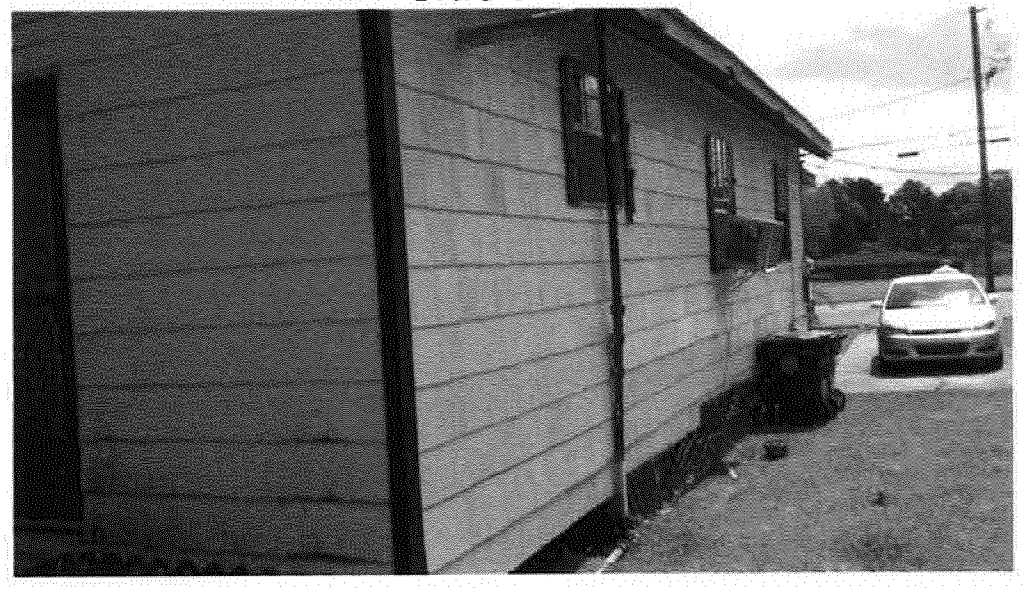
Onsite Photos

Side A



Side C

Side D



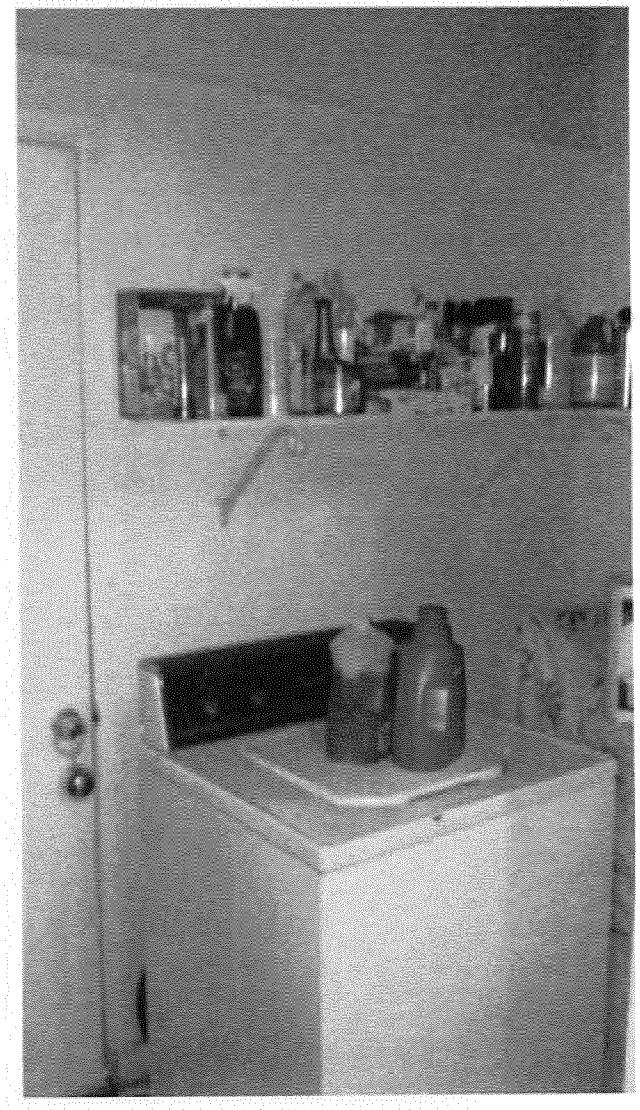
Bedroom 1

Bathroom 1

Bedroom 2

Bedroom 2

Washroom



Living room

Dining room

Kitchen

WORK WRITE-UP

Homeowner: Breakthrough Community Services **Phone:** 601-582-3475
Address: 1205 Country Club Road
Project Type: ☐ Rehab ☒ Repair ☐ Special Project
Special Classifications: ☐ N/A ☐ Historic District ☐ 50 Years + ☐ Flood Zone ☐ Lead ☐ Asbestos

Completed and Approved By:
Housing Counselor:
Project Manager:
Reviewed and Approved By:

Contract Date: Date:
Contractor: 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
	EXTERIOR (GENERAL)	
1.	Seal all cracks and holes.	_____
2.	Clean house (wash down, spray wash if paint does not have lead in it).	
	EXTERIOR (FRONT OF HOUSE)	
1.	Replace deteriorated boards on front porch.	_____
2.	Secure guard rail with post from the porch to ceiling.	
3.	Handrails on both sides of steps.	
4.	Repour steps (if Marvin's store does not have a pair).	
5.	Replace beam running along center of porch and straighten and add piers as needed.	
6.	Replace deteriorated soffit.	
7.	Replace deteriorated light fixture.	
8.	Replace house numbers where they are readable.	
9.	Add a back flow preventer on faucet.	
	EXTERIOR (RIGHT SIDE OF HOUSE)	
1.	Replace deteriorated soffit .	_____
2.	Replace deteriorated siding.	
3.	Replace deteriorated corner board at right rear.	
	EXTERIOR REAR (BACK OF HOUSE)	
1.	Replace deteriorated steps, bring up to code.	_____
2.	Replace deteriorated corner board.	
3.	Repair deteriorated floor at edging at back of house.	
4.	Replace storm door.	
	EXTERIOR (LEFT SIDE)	
1.	Remove water heater vent pipe from outside wall and extend it through the roof.	_____
2.	Replumb all pipes (water line).	
3.	Reroute vent pipe from in front of window.	
4.	Replace deteriorated rafter over kitchen windows.	
5.	Replace deteriorated soffit and fascia.	

PAGE TOTAL _____

6. Replace all skirting around house with vinyl siding.

ELECTRICAL

1. Rewire entire house and replace exterior services. _____

LIVING ROOM

1. Sheetrock walls. _____
2. Replace ceiling fan with new fan and light fixture.
3. New vinyl flooring in living room.
4. Replace all locks on doors and key alike.
5. Paint all doors, molding and trim.
6. Rehang front door to open and close and seal properly.

DINING ROOM

1. Refinish sheetrock in ceiling. _____
2. Sheetrock walls.
3. New vinyl flooring.
4. New counter top.
5. Paint all doors, molding and trim.
6. Replace deteriorated flooring.

KITCHEN

1. Replace deteriorated flooring. _____
2. New vinyl flooring.
3. Sheetrock walls, repair deteriorated ceiling joist and bracing.
4. Repair ceiling.
5. Refurbish cabinets.
6. Replace sink with a deeper sink.
7. Close opening in the kitchen.
8. Replace gas line to stove.
9. Replace ceiling with 4'fluorescent light.
10. Place fluorescent light over sink.

UTILITYROOM

1. New light fixture in room with water heater. _____
2. Replace water heater and bring up to code.
3. Paint walls and ceiling.
4. Replumb for washer
5. Install a vent for dryer out back wall.
6. Add deadbolt and peephole to back door.

BEDROOM #1

1. Replace bedroom door. _____
2. Remove gas heater and cap.

PAGE TOTAL _____

3. Replace ceiling fan with new fan and light fixture.
4. Sheetrock walls.
5. Replace door to hallway with new door and casing.
6. Paint door, molding, and trim.
7. Repair floor & install new vinyl

HALLWAY

1. Install new light fixture. _____
2. Paint walls, molding and trim.

BATHROOM

1. Install hardwired smoke detector. _____

BATHROOM #2 – (off kitchen)

1. Replace door with new 36' door and casing. _____
2. Replace toilet with new ADA toilet.
3. Add grab bar.
4. Refinish ceiling and sheetrock walls.
5. Replace bath tub and faucets.
6. Add new tub surround.
7. Refinish storage area.
8. Replace flooring with vinyl.
9. Replace light fixture with new light fixture.

BEDROOM #2

1. Refinish ceiling. _____
2. Replace ceiling fan with new fan and light fixture.
3. Sheetrock walls.
4. Repair deteriorated flooring.
5. Place 4 x 6 beam under bedroom floor.
6. Install vinyl flooring.
7. Remove gas heater and cap.
8. Replace door units.

BEDROOM #3

1. Replace door unit. _____
2. Rebuild ceiling and install sheetrock.
3. Replace ceiling fan with new fan and light fixture.
4. Sheetrock walls.
5. Remove door and fill in; cover with sheetrock.
6. Install attic entrance in bedroom #3.
7. Refurbish closet and add doors.
8. Paint all doors, molding and trim.
9. Remove gas heater and cap.

PAGE TOTAL _____

10. Repair floor and add a beam under floor.

GENERAL (INTERIOR)

1. Replace all ten (10) windows with aluminium insulated windows. All bedroom windows to meet code. _____
2. Install electric heating and air unit in hall next to dining room.

ATTIC

1. Insulate to R30. _____

ROOF

1. Add two (2) 14" turbin vents to roof. _____

REHABILITATION COST BREAKDOWN

JOB	COST
GENERAL EXTERIOR	
EXTERIOR – FRONT OF HOUSE	
EXTERIOR – RIGHT OF HOUSE	
EXTERIOR – BACK OF HOUSE	
EXTERIOR – LEFT SIDE OF HOUSE	
LIVING ROOM	
DINING ROOM	
KITCHEN	
UTILITYROOM	
BEDROOM #1	
HALLWAY	
BATHROOM	
BEDROOM #2	
BEDROOM #3	
ROOF	
ATTIC	
ELECTRICAL	
TOTAL ESTIMATED COST	

	PROJECTED COST
LEAD BASED PAINT	
ASBESTOS	
REHABILITATION	

PAGE TOTAL _____

TOTAL	

Received By:

Code Administrator _____ Date: _____

Homeowner: _____ Date: _____

Received By:
CFM Floodplain Manager _____ Date: _____

Contractor: _____ Date: _____

Base Flood Elevation Certificate Needed? Yes ( ) No ( )

PAGE TOTAL _____

RENTAL REHABILITATION AGREEMENT BETWEEN
THE CITY OF HATTIESBURG
AND BREAKTHROUGH COMMUNITY SERVICES

THIS AGREEMENT, entered into this **22nd day of April, 2014**, by and between the City of Hattiesburg (hereinafter referred to as the "CITY"), and **Breakthrough Community Services,** a nonprofit corporation (hereinafter referred to as the "DEVELOPER") whose principal office is located at **1313 Country Club Road, Hattiesburg, MS.**

WHEREAS, the CITY is a recipient of HOME Investment Partnerships grant funds from the United States Department of Housing and Urban Development (HUD) pursuant to 24 CFR 92; and

WHEREAS, the CITY wishes to engage the DEVELOPER to assist the City in utilizing such funds;

WHEREAS, the DEVELOPER has been selected to develop and manage a rental housing Project using HOME funds.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, including the Exhibits, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

A. **CITY**– the City of Hattiesburg's Department of Federal and State Programs is hereby defined as the agency administering the HOME Program for the City of Hattiesburg. For the purpose of this Agreement and all administration of HOME funds, the CITY shall execute fiscal and programmatic control of this agreement. The term "Approval by the CITY" or like term used in this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation under State or local law or regulation.

B. **CHDO** – Community Housing Development Organization as defined in 92.2 of the HOME rule.

C. **DIRECTOR** – is hereby defined as the Director of the Department of Federal and State Programs of the City of Hattiesburg.

D. **DEVELOPER FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for the professional, technical and construction services rendered pursuant to this Agreement.

E. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described herein.

F. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

G. **IDIS** – Integrated Disbursement and Information System.

H. **PROJECT COMPLETION** – the Project has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed, the CITY has signed off on all work and the work has been performed to the satisfaction of the CITY, the CITY has received all required documents from the DEVELOPER and the project is fully occupied by income eligible households. All documents that enforce the affordability period must be recorded.

Section II – Term of Agreement

The term of this Agreement shall commence on **April 22, 2014**, and shall end on or before the Project Completion deadline of **March 31, 2015**. The term of the Agreement shall expire at the fulfillment of the affordability period, herein defined **as fifteen (15) years**, which is **March 31, 2030**, unless terminated earlier as provided for herein

The CITY shall provide HOME funds in an amount not to exceed **$60,000.00**, in accordance with the attached budget hereby attached as **Exhibit A.**

Interim Milestones/Deadlines (list below):

Milestone		***Deadline***
Permitting secured	07/01/2014	08/01/2014
Construction/rehabilitation started	07/15/2014	09/01/2014*
Electrical and Plumbing rough-in complete	09/01/2014	11/01/2014
Construction estimated at 50% complete	09/01/2014	11/01/2014*
Interior and exterior finishing complete	10/01/2014	12/01/2014
Landscaping complete (if applicable)	10/01/2014	12/01/2014
Construction complete w/ Certificate of Occupancy	10/15/2014	12/15/2015*
Marketing Begins	09/01/2014	11/01/2014
Marketing Complete/Qualified Buyer Identified	01/01/2015	02/01/2015*
Renter Occupies Home	02/01/2015	03/31/2015*

* - marked deadline dates indicate deadlines that, if missed, will result in either the cancellation of the project, partial or full loss of the developer fee available, and/or required conversion of the project from Homebuyer to Rental as determined by this agreement and the City of Hattiesburg's CHDO Program Policies & Procedures.

1. This project is subject to ongoing affordability requirements of the HOME program for **15 years** from the date of initial occupancy. During this compliance period, the DEVELOPER will assure continued compliance with HOME requirements. For rental units, this includes ongoing property standards, occupancy and rent limits compliance.

2. Timely completion of the work specified in this Agreement is an integral and essential part of performance.

3. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this Agreement, it is understood and agreed by the DEVELOPER that the Project will be completed as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the project will not be delayed.

4. Failure to meet these deadlines can result in cancellation of this Agreement and the revocation of HOME funds.

5. Since it is mutually agreed that time is of the essence in regard to this Agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this Agreement, in order to ensure that the project will be completed according to the timetable set forth. It is intended that such provisions inserted in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the CITY and enforceable by the CITY against the DEVELOPER and its successors and assigns to the Project or any part thereof or any interest therein.

6. In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the project, or other delays that are not caused by the DEVELOPER, the CITY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY promptly in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Scope of Work

A detailed scope of work is attached as **Exhibit B**. The DEVELOPER, in close coordination with the CITY, shall perform all professional services (the "WORK") necessary to complete the development and occupancy of the following project in full compliance with the terms of this Agreement:

Project Description:
Project calls for the rehabilitation of an existing single-family home to be rented to a low- to moderate-income qualified household. The attached scope of work in Exhibit B includes a work write-up proposed by the DEVELOPER to guide the project, which also requires proper approval

and permitting by the Department of Urban Development. Fixtures and amenities are to be those common to affordable housing and shall not include items deemed unnecessary luxury.

Project Address: **1205 Country Club Road, Hattiesburg, MS**

Legal description: **LTS 3 & 4 BLK 3; PREV #:H0600-03-003; MOUNT OLIVE SUB; BK 1094 PG 32412/15/2010**

1. It is understood that the DEVELOPER has provided a specific working budget, **Exhibit A,** and realistic timetable, **which is also reflected in Section II, herein** as it relates to: acquisition, construction/rehabilitation, soft costs, development fees and other allowable costs/activities prior to any fund usage. Said budget shall identify all sources and uses of funds and allocate HOME and non-HOME funds to activities or line items.

2. The Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal as received by the CITY in **Exhibit B**. The aforementioned document will be considered to be a part and portion of this Agreement for reference.

Section IV – Reimbursement of Expenses

1. Project expenses (excluding Developer fee) shall be paid based on vouchers for actual expenses incurred or paid by the DEVELOPER. Requests for payment must be submitted by the DEVELOPER on forms specified by the CITY, **(see Chapter 5.3 of the CHDO Policies & Procedures)** with adequate and proper documentation of eligible costs incurred in compliance with 92.206 and necessary for reporting to HUD in IDIS. All such expenses shall be in conformance with the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved Project budget. The City will inspect all work to ensure that the work has been completed in accordance with the contract. The CITY shall pay on a reimbursement basis as funds are needed for eligible cost and expenses are incurred.

    a. The DEVELOPER shall submit a HOME Program Request for Payment Form for reimbursement of Eligible Costs. Eligible Costs shall mean those costs provided for in the Budget for the Project. The CITY Inspector will perform a site visit to inspect the work and ensure that the costs have been incurred and the work is eligible for payment.

    b. Upon the CITY's acceptance of a properly submitted Request for Payment form for reimbursement of Eligible Costs and a determination by the Department that the work has been properly completed, the CITY will process the payment. The CITY shall pay the DEVELOPER within thirty (30) calendar days from receipt of the Request for Payment if there are no outstanding documents and all work has been completed.

2. The CITY will retain ten percent (10)% of each project payment draw until Project completion. The DEVELOPER must submit a final invoice upon completion. Final payment shall be made after the CITY has determined that all services have been

rendered, files updated, documentation delivered, required reports completed, receipts submitted along with final invoices, releases of liens, final inspection and Certificate of Completion and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and occupancy of no less than one (1) unit,the CITY will release the final ten percent (10)% withheld. Refer to Section VI (7) of this Agreement for payment of developer fees.

3. The CITY reserves the right to inspect records and Project sites to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

4. The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the affordability period ends.

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92. In addition, the DEVELOPER must comply with the following requirements specific to this project including, but not limited to the following:

1. No HOME project funds will be advanced, and no costs can be incurred, until the CITY has conducted an environmental review of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

2. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review and receipt by the CITY of a release of funds from HUD under 24 CFR Part 58.

3. Further, the DEVELOPER will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the Agreement.

4. HOME funds advanced to the project will be secured by a note and mortgage, and a land covenant as required by 24 CFR Part 92.

5. The DEVELOPER will ensure that any expenditure of HOME funds will be in compliance with the requirements at 92.206, and acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.

6. The DEVELOPER will not acquire property that is occupied. All properties acquired under this program must be vacant or occupied by the seller. All acquisitions under this program are voluntary acquisitions. If the project is occupied at the time of this commitment, the DEVELOPER, using non-HOME funds, will comply with the relocation requirements of 24 CFR 92.353. The DEVELOPER will provide the seller with a voluntary acquisition notice if the property is being purchased with HOME funds.

7. The DEVELOPER shall assure compliance with 24 CFR 92.251 as relates to Property Standards and local codes, Accessibility Standards under 24 CFR 92.251(a)(3), Model Energy Code standards, as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

8. The DEVELOPER will be monitored by the CITY for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files and the project site as requested by the CITY during the project term and for five (5) years after the affordability period ends.

9. The DEVELOPER shall ensure that any contractor, subcontractor or participant awarded work under this contract has not been debarred, suspended or determined ineligible to perform work funded by HUD. To determine if a contractor, subcontractor or participant has been debarred, suspended or determined ineligible go to: https://www.epls.gov/.

10. The DEVELOPER (as a CHDO) may retain proceeds as defined in 24 CFR 92.2 from the grant funds provided under this Agreement. The proceeds are to be used for eligible affordable housing activities to benefit low-income families.

11. The DEVELOPER agrees that any news release, article, public service announcement or advertisement or any other type of publicity pertaining to this Project (program literature, brochures, project sign and letterhead) must recognize the City of Hattiesburg and the U.S. Department of Housing and Urban Development HOME Investment Partnerships Program as providing funds for this Project.

12. Subsidy layering. Before committing funds to a Project, the CITY or the DEVELOPER must evaluate the project and will not invest any more HOME funds, in combination with other governmental assistance, than is necessary to provide affordable housing. The cost of this review will be borne by the CITY or the DEVELOPER and this expense may be eligible for reimbursement by HOME funds provided under this Agreement. The DEVELOPER is responsible to ensure that the costs are reasonable.

13. The Developer will include green features, universal design features in its projects to greatest extent feasible and will ensure that all appliances are energy star rated appliances.

14. The CITY will take a 2nd or higher position on its mortgage if required by other funding sources to ensure the feasibility and development of the Project.

15. All claims, disputes and other matters in question arising out of, or relating to, the construction Agreement or the breech thereof, and except for the claims which have been waived by the making or acceptance of the final payment shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

16. The maximum per unit subsidy that may be invested on a per-unit basis in affordable housing may not exceed the per-unit dollar limitations established under section 221(d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the area in which the housing is located.

17. Affordability Period

Activity	**Minimum period of affordability in years**
Rehabilitation or acquisition of existing housing per unit amount of HOME funds: Under $15,000	5
$15,000 to $40,000	10
Over $40,000 or rehabilitation involving refinancing	15
New Construction or acquisition of newly constructed housing	20

18. The DEVELOPER will also comply with the CITY of Hattiesburg's minority outreach WBE/MBE program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into with such persons or entities, public and private, in order to facilitate the activities of the CITY to provide affordable housing.

19. The CITY has the right to reject participation in the project from any contractor that has done previous business with the CITY and has failed to comply with the requirements of the program or who has been involved in litigation with the CITY.

20. All housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard

Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at Part 35, Subparts A, B, J, K, M and R of this title outlined in 92.355.

21. The DEVELOPER will ensure that occupancy complies with the requirements of 92.254(a) (6). The DEVELOPER will ensure that the project is eligible under 92.214, and that it will meet the applicable standards of 24 CFR 92.252 – 253 at occupancy and for the minimum compliance period. The project must meet the State of Mississippi building Construction Codes and the City of Hattiesburg local building codes.

22. The designated HOME-assisted units of this project will meet the affordability requirements as found in 24 CFR 92.252. The DEVELOPER shall collect and maintain project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with the HOME requirements as stated in the HUD "***Technical Guide for Determining Income and Allowances Under the HOME Program"*** in accordance with the requirements under 24 CFR Part 5 found at: http://www.hud.gov/offices/cpd/affordablehousing/library/modelguides/2005/1780.cfm.

23. With respect to rental units not less than one hundred percent 100 % of:

    a) The families occupying the units shall have annual incomes that do not exceed 60 percent of the median family income for the area, as determined and made available by HUD with adjustments for smaller and larger at the time of occupancy or at the time funds are invested, whichever is later; or

    b) The dwelling units assisted with such funds shall be occupied by families having such incomes; and the remainder of the families receiving such rental assistance are households that qualify as low-income families at the time of occupancy or at the time funds are invested, whichever is later; or

    c) The dwelling units assisted with such funds are occupied by such households.

24. In the selection of occupants for Project units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350. If the Project consists offive (5)or more units, the DEVELOPER will implement affirmative marketing procedures as required by 24 CFR 92.351. Such procedures are subject to approval by the CITY. A tenant selection plan shall be developed for the project by the Developer and submitted to the City for review no later than 60 days prior to Project completion.

25. The housing must meet the accessibility requirements at 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619).

26. If the unit is sold through a lease-purchase agreement, the DEVELOPER will ensure compliance with 92.255.

27. The DEVELOPER shall establish grievance procedures for all tenants occupying the property and will provide copies of those grievance procedures to tenants upon execution of a lease.

28. The DEVELOPER will conduct a site and neighborhood standards review for each project which includes new construction of rental housing assisted under this part to determine that the site meets the requirements of 24 CFR 983.6(b), in accordance with § 92.202.

29. The DEVELOPER shall be required to have an Income Eligible Household as a tenant in each HOME Assisted Unit within twelve (12) months of the Project Completion date. If the DEVELOPER fails to comply with this requirement, he shall be required to repay the CITY the HOME funds provided by the CITY for construction of the vacant HOME Assisted Units. The DEVELOPER shall provide the CITY with current marketing efforts and, if appropriate, a plan for enhanced marketing of the HOME Assisted Units.

30. The maximum amount of rent for any HOME Assisted Unit shall be governed by the rent limitations described in 24 CFR 92.252 (a), as may be amended from time to time. Where not inconsistent with the terms of a written lease, the DEVELOPER shall provide the Income Eligible Household with not less than thirty (30) days prior written notice before implementing any increase in rent.

    HUD provides the following maximum HOME rent limits. The maximum HOME rents are the lesser of:

    a) The fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or

    b) A rent that does not exceed thirty percent (30) % of the adjusted income of a family whose annual income equals 65 percent of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit. The HOME rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions.

31. In rental projects with five (5) or more HOME-assisted rental units, twenty (20) percent of the HOME-assisted units must be occupied by families whose income does not exceed 50 percent of the median income for the area (LOW HOME RENT), as determined by HUD, with adjustments for number of bedrooms in the unit. The DEVELOPER must establish initial rent and utility allowance for all units.The utility allowance will be deducted from the rent charged to the tenant.The distribution of units based on the HIGH HOME RENTS and LOW HOME RENTS will be as follows:

Unit size	Number of units at High HOME rent	Number of units at LOW HOME rent	Utility allowance	Proposed rent minus utility allowance
3	1	0	TBD	(maximum= $857.00 minus utility allowance)

32. All proposed rent and utility allowances must be approved by the CITY.

33. The HOME Assisted Units shall be deemed floating units providing the DEVELOPER with the flexibility to designate different units in the Project at different times as HOME Assisted Units; provided, however, that the DEVELOPER maintains the amount of total units with the same unit mix (i.e., number by each bedroom size). The DEVELOPER agrees that One Hundred percent (100%) of the HOME Assisted Units shall be occupied by Income Eligible Households and the rent shall meet the requirements of 24 C.F.R. 92.252(b)(1) or (2). The DEVELOPER shall be responsible for obtaining initial income certification at the time of the initial leasing of the HOME Assisted Units to Income Eligible Households. In addition, each year during the period of affordability the DEVELOPER must re-examine each tenant's annual income. An owner of a multifamily project with an affordability period of ten (10) years or more who re-examines tenant's annual income through a statement and certification in accordance with 92.203(a)(1)(ii) must examine the income of each tenant in accordance with 92.203(a)(1)(i), every sixth year of the affordability period. If there is evidence that the tenant's written statement failed to completely and accurately state information about the family's size or income, the DEVELOPER must re-examine the tenants household income in accordance with 92.203(a)(1)(i).The DEVELOPER shall provide income certification information of each tenant residing in the project to the CITY, upon the CITY's request.

34. Tenants who no longer qualify as low-income families must pay 30 percent of the family's adjusted income, except that tenants of HOME-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by Ssection 42. In addition, in projects in which the HOME units are designated as floating pursuant to paragraph (j), tenants who no longer qualify as low-income are not required to pay as rent an amount that exceeds the market rent for comparable, unassisted units in the neighborhood.

35. Any proposed rent increases must be approved by the CITY in writing before they can be charged to the tenants and in conjunction with State Landlord Tenant Law.

36. The tenant protection requirements of 92.253 apply to this project.

a. *Lease.* The lease between a tenant and an owner of rental housing assisted with HOME funds must be for not less than one year, unless by mutual agreement between the tenant and the owner.

b. *Prohibited lease terms.* The lease may not contain any of the following provisions:

   i. *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;

   ii. *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;

   iii. *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;

   iv. *Waiver of notice.* Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;

   v. *Waiver of legal proceedings.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

   vi. *Waiver of a jury trial.* Agreement by the tenant to waive any right to a trial by jury;

   vii. *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and

   viii. *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

c. *Termination of tenancy.* An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for

transitional housing; or for other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination oftenancy.

d. *Tenant selection.* An owner of rental housing assisted with HOME funds must adopt written tenant selection policies and criteria and is submitted and approved by the CITY prior to initial occupancy that:

   i. Are consistent with the purpose of providing housing for very low-income and low-income families;

   ii. Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;

   iii. Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and

   iv. Give prompt written notification to any rejected applicant of the grounds for any rejection.

37. All contracts and subcontractors shall comply with the Labor requirements in 92.354. Every contract for the construction (rehabilitation or new construction) of housing that includes 12 or more units assisted with HOME funds must contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a-276a-5), to all laborers and mechanics employed in the development of any part of the housing. Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332).

Section VI - Funding and Method of Payment

1. The DEVELOPER may be obtaining funding for the project from various sources. The maximum amount payable by CITY under this Agreement shall be **$60,000.00, of which, $54,000.00 shall be available for project-specific development costs, and $6,000.00 shall be the maximum amount available as a Developer Fee according to Section VI, paragraph 7, below.** The City's payment shall always be a proportionate share of all funds invested in the project. The HOME Funds provided by CITY to the DEVELOPER shall be in the form of a deferred payment forgivable loan, zero percent interest, pro-rated over the course of the Affordability Period. At Loan closing, the DEVELOPER shall execute and CITY shall record, at the DEVELOPER's expense, in the Public Records of Forrest County, Mississippi, a Mortgage, and Promissory Note ("Note"), and a Declaration of Restrictive Covenants to ensure that the HOME Assisted Units remain affordable during the Affordability Period.

2. Project expenses (excluding DEVELOPER Fees) shall be paid on a reimbursement basis based on vouchers for actual expenses incurred or paid by the DEVELOPER. Requests for payment must be submitted by the DEVELOPER on forms specified by the CITY, **(see Chapter 5.3 of the CHDO Policies & Procedures)** with adequate and proper documentation of eligible costs incurred in compliance with 92.206 and necessary for reporting to HUD in IDIS. All such expenses shall be in conformance with the approved Project budget. Budget revision and approval by the CITY shall be required prior to payment of any expenses not conforming to the approved project budget.

3. Payment request shall not exceed one payment per month and payments must be submitted along with any progress reports required by the CITY. The CITY retains the right to withhold payment for missing and incomplete progress reports.

4. The CITY will retain 10% of each payment draw until Project completion. When the DEVELOPER submits all required documentation for final payment including; but not limited to, a project completion report, receipts, final invoices and TENANT information, releases of liens, final inspection and Certificate of Completion from the building department, the CITY will release the final 10% withheld.

5. The CITY reserves the right to inspect records and the Project site to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

6. The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five (5) years after the affordability period ends.

7. DEVELOPER Fee
   A DEVELOPER'S Fee is compensation to the developer for the time and risk involved to develop the project. It is typically based on the size of the project, the total development cost and the risk associated with the project. The DEVELOPER's fee is expressed as the **HOME-investment portion of** the total development cost. DEVELOPERS who perform work in a timely fashion and comply with the timelines outlined in the Agreement will receive a DEVELOPER's fee of no more than 10% of the total HOME funds awarded under the Agreement.

   The DEVELOPER fee will be paid as follows:

   a) 50% of the DEVELOPER fee will be paid when the project is 50% completed based on the timeline in the Agreement. The DEVELOPER must meet the threshold requirements as stated in the Agreement and the fee will be approved for payment by CITY staff based on a review of project status, documentation submitted and inspections passed.
   b) The final 50% of the DEVELOPER fee will be paid when the project is 100% completed as defined below ***and***

1. For rental projects, no less than 75% of the units are occupied and leased.
2. For homeownership projects, 100% of the units have been sold to eligible households.

For the purpose of complying with this requirement, completion shall mean that all necessary construction work has been completed and the project has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed and the project is ready for occupancy.

8. Project Penalties

Time is of the essence in the completion of all projects under the HOME program. DEVELOPERs who do not perform in accordance with the timeline and budget stipulated in the Agreement will be subject to penalties for lack of performance. The CITY will closely monitor performance and will enforce the following penalties when the CHDO fails to carry out its contractual obligations under the Agreement.

a) For new construction projects that involve site acquisition:
    1. Failure by the DEVELOPER to provide a warranty deed showing ownership and title to property according to the timeline stipulated in the Agreement will result in the cancellation of the Agreement. The Agreement will be null and void and no compensation will be paid to the DEVELOPER for expenses incurred related to the acquisition of the property.

b) For existing properties already owned by the DEVELOPER
    1. Failure by the DEVELOPER to provide an active building permit issued by the City of Hattiesburg building department within the timeline stipulated in the Agreement will result in the cancellation of the Agreement. The contract will be null and void and no compensation will be paid to the DEVELOPER for expenses incurred up to the date that the Agreement is cancelled or thereafter.

c) Failure by the DEVELOPER to meet the 50% completion timeline outlined in the Agreement will result in a loss of 50% of the total DEVELOPER fee approved under the Agreement.

d) Failure of the DEVELOPER to complete 100% of the project within the timeline specified in the Agreement will result in:
    1. A 50% reduction of the DEVELOPER fee authorized under the terms of the Agreement **and**
    2. Suspension of the CHDO from participation under the HOME program for not less than one (1) year after the date the project is completed, or the next CHDO reservation funding cycle, whichever occurs later.

e) The CITY retains the right to require a CHDO who has failed to comply with the terms outlined in the Agreement, to transfer title and ownership of the property to the CITYor an agency designated by the CITY to carry out the terms and conditions of

the contract in a timely manner. The CITY will consider the CITY's total investment in the property, the stage of project construction, the feasibility that the project will be completed by the HOME program deadlines by the current developer, the date the project will be completed by the new developer and the timing for meeting a national objective up to and including occupancy of the unit. The decision to transfer the title of the property will be based on the decision that is in the best interest of the HOME program, the City of Hattiesburg and its residents. The final decision to transfer title of the property will require approval by the City of Hattiesburg City Council.

f) Developers that experience delays caused by reasons beyond their control in accordance with Section II (6) of this Agreement must submit the reasons for delay and supporting documentation in writing to the Program Director. Extensions will be reviewed by the Director in consultation with City staff. The DEVELOPER will be notified in writing of the department decision to approve the Project delay.

g) At the time that the CITY approves project delay, new timelines will be established for the Project in the form of an amendment to the existing contract. The DEVELOPER must comply with the new timelines. Failure by the DEVELOPER to comply with the new timeliness will trigger the penalties stated above.

9. The DEVELOPER shall have standards of financial accountability that conform to 24 CFR 84.21, "Standards for Financial Management Systems;"

10. HOME Funds shall not be reimbursed by the CITY until the funds are needed for the payment of Eligible Costs. All HOME Funds not expended within the term of this Agreement shall remain in the custody and control of CITY. The CITY may reallocate unexpended HOME Funds to other HOME Program projects if approved for funding by the Governing Body.

11. The DEVELOPER shall pay its subcontractors and suppliers within thirty (30) days following receipt of payment from CITY for such subcontracted work or supplies, if all required and supporting documentation is provided and the work is completed in accordance with the contract documents.

12. For purposes of this section, Requests for Payment, reports and other documentation required under this Agreement, must be submitted within sixty (60) days of project completion. Reports submitted after that date may not be honored by the CITY, at the discretion of the CITY.

13. The DEVELOPER shall furnish to the CITY all reports required by the HUD and such additional reports as may be necessary to comply with all applicable laws, regulations, guidelines, and conditions specified in this Agreement and further, the DEVELOPER and any contractors or subcontractors shall provide any other reports deemed necessary by the CITY.

14. The CITY, HUD or the Comptroller General of the United States or any of their duly authorized representatives shall at all times have the right and option to monitor, inspect, audit and review the DEVELOPERS performance and operation of the HOME program to be performed under this Agreement; and in connection therewith, all of the above mentioned entities shall have the right to inspect any and all records, books, documents, or papers of the DEVELOPER, Contractor and the subcontractors of Contractor, for the purpose of making audit examination, excerpts and transcriptions.

Section VII - CHDO Proceeds

The City of Hattiesburg will allow CHDOs that utilize CHDO reservation funds to develop, rehabilitate, sell or rent housing benefiting income eligible households to retain project proceeds.

Definition of Project Proceeds:

Project proceeds are funds generated by the project and paid to the DEVELOPER from activities carried out with HOME funds. Projects proceeds include:

1. Proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with HOME funds or matching contributions;

2. Payments of principal and interest on loans made using HOME funds;

3. Proceeds from the sale of loans made with HOME funds;

4. Proceeds from the sale of obligations secured by loans made with HOME funds;

5. Interest earned on program income pending its disposition; and

6. Any other interest or return on the investment permitted under § 92.205(b) of HOME funds

All project proceeds received by the CHDO must be used for affordable housing activities to benefit low-income households.

The CHDO will be required to track the investment of project proceeds for housing activities to benefit low-income households. The CHDO must maintain supporting documentation related to the use of these funds for monitoring purposes.

Eligible Uses of Project Proceeds:

CHDOs allowed to retain project proceeds must use the funds for housing activities to benefit low-income families as required by 24 CFR 92.300(a)(2). Low-income households that do not exceed 80% of the Area Median Income as established by HUD on an annual basis.

Affordable housing activities which may be funded with CHDO proceeds include but are not limited to: emergency repairs, project operating costs and reserves, housing refinancing costs, CHDO operating expenses, and homebuyer counseling.

CHDO proceeds which are retained by a CHDO are not subject to the requirements of the HOME regulations, except for 24 CFR 92.300(a)(2). Thus, the Davis-Bacon Act, National Environmental Policies Act and Uniform Relocation Assistance and Real Property Acquisition Policies Act do not apply to the use of CHDO proceeds. However, because CHDO proceeds are derived from the expenditure of HOME funds, any activities which are funded with CHDO proceeds may not be contributed as match.

Section VIII – Repayment of Loan

1. All HOME funds are subject to repayment in the event the PROJECT does not meet the Project Requirements as outlined above.

2. It is understood that upon the completion of the PROJECT, any HOME funds reserved but not expended under this Agreement will revert to the CITY.

3. The funds will remain a deferred loan for the period of affordability, at which time the loan may be forgiven. Sale of the property to another party may occur only with the approval of the CITY, and the purchaser shall assume all obligations of the DEVELOPER under this Agreement, the note and mortgage, and the restrictive covenants. Provisions in those documents will provide for the extinguishment of the requirements only in the event of a third-party foreclosure or deed in lieu of foreclosure.

Section IX – CHDO Provisions

1. If the DEVELOPER is a CHDO, the requirements in this section apply to CHDO developers, sponsors and owners. It is understood that the DEVELOPER has certified that it is and will maintain CHDO status for the term of the AGREEMENT in accordance with 24 CFR 92. DEVELOPER agrees to provide information as may be requested by the CITY to document its continued compliance, including but not limited to an annual board roster and certification of continued compliance.

2. Any funds advanced as the CHDO as pre-development funds must be in compliance with 92.301, and are forgivable only under the terms in 92.301.

3. Any funds advanced to the CHDO as CHDO Operating Expenses must be expended in compliance with 24 CFR 92.208. The City of Hattiesburg can provide up to five (5) percent of its fiscal year HOME allocation for operating expenses to the CHDO. These funds may not be used to pay operating expenses incurred by a CHDO acting as a subrecipient or contractor under the HOME Program. Operating expenses means reasonable and necessary costs for the operation of the CHDO. Such costs include salaries, wages, and other employee compensation and benefits; employee education,

training, and travel; rent; utilities; communication costs; taxes; insurance; equipment; materials and supplies. The requirements and limitations on the receipt of these funds by CHDOs are set forth in 92.300(e) and (f).

4. A CHDO that receives assistance under this part must adhere to the Tenant Participation Plan requirements under 92.303 that require a fair lease and grievance procedure approved by the CITY and must provide a plan for and follow a program of tenant participation in management decisions.

SectionX – Procurement Standards

1. The DEVELOPER shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. The Developer's procurement procedures must be approved by the City. All costs will be reviewed by the City to assure reasonableness.

2. In addition, it is understood that any DEVELOPER that can be considered to be a religious or faith based organization shall abide by all portions of 24 CFR 92.257.

SectionXI – Conflict of Interest Provisions

1. The DEVELOPER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The DEVELOPER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

2. HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the Agreement and the selection of tenant households to occupy HOME-assisted units.

3. No employee, agent, consultant, elected official, or appointed official of the DEVELOPER may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

    a. Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the DEVELOPER, or the proceeds thereunder; or

    b. Any unit benefits or financial assistance associated with HOME projects or programs administered by the DEVELOPER, including:

        i. Occupancy of a rental housing unit in a HOME-assisted rental project;

ii. Receipt of HOME tenant-based rental assistance;

4. This prohibition does not apply to an employee or agent of the DEVELOPER who occupies a HOME assisted unit as the on-site project manager or maintenance worker.

5. In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the CITY shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

6. Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the DEVELOPER in writing to the CITY. The DEVELOPER must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance.

7. The CITY may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as they apply.

Section XII – City Responsibilities

The CITY shall furnish the DEVELOPER with the following services and information from existing CITY records and CITY files:

1. The CITY shall provide to the DEVELOPER information regarding its requirements for the Project.

2. The CITY will provide the DEVELOPER with any changes in HOME regulations or program limits that affect the project, including but not limited to, income limits, property value limits and rent limits.

3. The CITY will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the project, and will provide information to the DEVELOPER regarding any progress inspections or monitoring to assist it in ensuring compliance.

4. The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances.

5. The CITY shall monitor, review, and evaluate the financial procedures of the DEVELOPER through documents submitted to the CITY and on-site monitoring. The DEVELOPER shall provide to the CITY such reports, and make available to the CITY such records that will be necessary for a proper financial evaluation. With reasonable notice (generally ten (10) working days) being given to the DEVELOPER, the CITY

shall schedule at least one on-site visit during the term of said Agreement and other visits that may be needed.

6. The Department of Federal and State Programs, on behalf of the CITY shall monitor, review, and evaluate the DEVELOPER. Fiscal reports will be reviewed and evaluated in terms of the total budget and accomplishments in relationship to expenditures. With reasonable notice (generally ten (10) working days) being given to the DEVELOPER, the Department shall schedule at least one (1) on-site visit and other visits that may be needed during the course of said Agreement. At such times and in such forms as the CITY may require, there shall be furnished to the CITY such statements, records, data, and information as may be necessary.

7. Within a reasonable period of time (generally 45 days) after the monitoring visit, the Department of Federal and State Programs shall furnish to the DEVELOPER a letter and any necessary reports summarizing the monitoring visit. Such letters and reports will include any findings or concerns and recommendations for improvement.

8. The DEVELOPER shall have 30 days from the receipt of a financial or programmatic monitoring letter to address any findings or concerns. Should the concerns not be addressed in a manner acceptable to the CITY, this Agreement shall be terminated in accordance with the provisions for termination outlined in this Agreement.

9. Nothing contained herein shall relieve the DEVELOPER of any responsibility as provided under this Agreement.

Section XIII – Equal Employment Opportunity

During the performance of this contract, the DEVELOPER agrees as follows:

1. The DEVELOPER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The DEVELOPER will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, familial status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the CITY setting forth the provisions of this nondiscrimination clause.

2. The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The DEVELOPER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the DEVELOPER's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The DEVELOPER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The DEVELOPER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

6. In the event the DEVELOPER is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the DEVELOPER may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

7. The DEVELOPER will include the provisions of this Agreement in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24,1965, so that such provisions will be binding upon each subcontractor or vendor. The DEVELOPER will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for noncompliance.

SectionXIV – Section 3 Compliance

The DEVELOPER agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The DEVELOPER will comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by the execution of this Agreement, the DEVELOPER certifies that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

3. The DEVELOPER, its contractors and subcontractors, if applicable agree to send to each labor organization or representative of workers with which the DEVELOPER, its contractors and subcontractors has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the DEVELOPER, its contractors and subcontractors commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The DEVELOPER, its contractors and subcontractors agree to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The DEVELOPER and its contractors will not subcontract with any subcontractor where the DEVELOPER or its contractors has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

5. The DEVELOPER, its contractors and subcontractors will certify that any vacant employment positions, including training positions, that are filled (1) after the DEVELOPER, its contractors and subcontractors are selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the DEVELOPER or contractor's obligations under 24 CFR Part 135.

6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

Section XV – Compliance with Federal, State & Local Laws

1. The DEVELOPER covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state, local, and Federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing, Section 3 of the Housing and Urban Development Act of 968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME

INVESTMENT PARTNERSHIP PROGRAM. The DEVELOPER covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

2. The DEVELOPER 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), Executive Order 11738, and Environmental Protection CITY regulations(40 CFR Part 15).

3. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of $100,000. The DEVELOPER also agrees to take such action as the Federal, state or local government may direct to enforce aforesaid provisions.

4. Minority/Women's Businesses, Executive Orders 11625, 12432, and 12138 Under Executive Orders 11625, 12432, and 12138, the CITY must prescribe procedures acceptable to HUD for minority outreach programs to ensure that they are making concerted efforts to attract minority groups to the procurement process. The Developer agrees to assist the City to the greatest extent possible to meet the goals and objectives of this section. The DEVELOPER will submit, on an annual basis, a listing of all MBE/WBE contracts awarded including dollar amount of the contract and how the business qualifies.

   The regulations require that the following minimum affirmative steps are taken to ensure MBE/WBE is afforded every opportunity to participate in generated contracts.

   a) Placing minorities and women on solicitation lists;
   b) Assuring that MBE and WBE firms are solicited whenever they are potential sources;
   c) Dividing the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business enterprises, and women business enterprises;
   d) Where the requirement permits, establishing delivery schedules that encourage participation by small and minority business enterprises, and women business enterprises;
   e) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
   f) Requiring the prime contractor, if subcontractors are to be let, to take all the same.

5. Drug-Free Workplace: The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, *et seq.)* and HUD's implementing regulations at 24 CFR Part 21.

   DEVELOPERS are required to provide a drug-free workplace by taking the following steps. DEVELOPER and third party contractor/consultants failing to meet these requirements will be subject to penalties:

a) Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
b) Establish a drug-free awareness program to make employees aware of: a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
c) Notify employees that as a condition of employment on a Federal contract or grant, the employee must: a) abide by the terms of the policy statement; and b) notify the employer, within five (5) calendar days, if he or she is convicted of a criminal drug violation in the workplace.
d) Notify the contracting or granting agency within ten (10) days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
e) Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
f) Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the Act.

Section XVI – Enforcement, Suspension and Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the DEVELOPER materially fails to comply with any term of the award.

If, through any cause, the DEVELOPER shall fail to fulfill in timely and proper manner its obligations under this contract, or if the DEVELOPER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the DEVELOPER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, the DEVELOPER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination.

Notwithstanding the above, the DEVELOPER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the DEVELOPER and the CITY may withhold any payments to the DEVELOPER until such time as the exact amount of damages due the CITY from the DEVELOPER is determined whether by court of competent jurisdiction or otherwise.

24 CFR 92.504(c)(13) contains provisions for the enforcement of this Agreement. In accordance with 24 CFR 85.43, this Agreement may be suspended or terminated prior to the expiration of the term by unanimous written Agreement by the parties to this Agreement. The CITY may also unilaterally terminate or suspend this Agreement, in whole or in part, upon ten (10) day written notice from the CITY to the DEVELOPER including, but not limited to the following reasons:

1. Failure to perform the services set forth in the scope of services and requirements incident thereto.
2. Failure to comply with the provisions of this Agreement.
3. Making unauthorized or improper use of funds provided under this Agreement.
4. Submission of an application, report or other documents pertaining to this Agreement which contains misrepresentation of any material aspect.
5. The carrying out of the Scope of Services or the objectives of this Agreement is rendered improvable, unfeasible, impossible, or illegal.
6. Failure of the U.S. Department of Housing and Urban Development (HUD) to make funds available or if HUD suspends funds for any reason.
7. Upon the determination of the CITY that the Agreement be suspended or terminated, without cause.
8. Termination or suspension shall not affect otherwise valid and allowable obligations incurred in good faith prior to receipt of a notice of termination or suspension.

Section XVII – Termination for Convenience of the CITY

In accordance with 24 CFR 85.44 the CITY may terminate for its convenience this Agreement at any time by giving at least thirty (30) days notice in writing to the DEVELOPER. If the contract is terminated by the CITY, as provided herein, the City will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the DEVELOPER will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed to the total service of the DEVELOPER covered by this Agreement, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.

Section XVIII – Default-Loss of Grant Funds

If the DEVELOPER fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the Agreement, and more particularly if the DEVELOPER refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in this Agreement, the DEVELOPER shall be in default and notice in writing shall be given to the DEVELOPER of such default by the CITY or an agent of the CITY. If the DEVELOPER fails to cure such default within such time as may be required by such notice, the CITY, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the DEVELOPER pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the DEVELOPER will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this Agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the CITY as against the DEVELOPER then existing, or which may thereafter accrue because of such default, and the

foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling the DEVELOPER to complete the project in accordance with the terms of this Agreement, in a court of equity. The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XIX – Reporting Responsibilities

The DEVELOPER agrees to submit monthly reports to the CITY on the progress of the project. Reports are due the 15th of each month and will cover activities for the prior month. The CITY retains the right to request additional documentation to comply with HUD's reporting requirements. If the DEVELOPER fails to submit the monthly progress reports by the due date, no payments will be made to the DEVELOPER under this AGREEMENT until all outstanding reports have been submitted.

The CITY will send the DEVELOPER one reminder notice if the report has not been received fourteen (14) days after the due date. If the DEVELOPER has not submitted a report fourteen (14) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the DEVELOPER agrees to provide the CITY information as required to determine program eligibility, and financial records pertinent to the project.

At project completion, the DEVELOPER will provide a Project Progress Report signifying completion, with all data and supporting documentation for project closeout as may be required by the CITY.

Section XX – Inspection, Monitoring & Access to Records

1. All records will be maintained by the DEVELOPER for five (5) years after the affordability period ends.

2. The CITY reserves the right to inspect, monitors, and observe work and services performed by the DEVELOPER, at any, and all reasonable times.

3. The CITY reserves the right to audit the records of the DEVELOPER any time during the performance of this Agreement and for a period of five years after the affordability period ends.

4. The DEVELOPER will provide the CITY with a certified audit of the DEVELOPER's records representing the Fiscal Year during which the PROJECT becomes complete pursuant to the requirements of OMB Circular A-133.

5. Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents,

papers, process site access, and records of the DEVELOPER or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

6. The DEVELOPER shall maintain all records required by the Federal regulations specified in 92.508 that are pertinent to the activities to be funded under this Agreement. Such records include but are not limited to:

    a) A full description of each project assisted with HOME funds, including the location, form of HOME assistance, and tenants assisted with HOME funds.

    b) The source and application of funds for each project, including supporting documentation in accordance with 24 CFR 85.20.

    c) Records demonstrating that each rental housing project meets the minimum per-unit subsidy amount of § 92.205(c), the maximum per-unit subsidy amount of § 92.250(a) and the subsidy layering guidelines adopted in accordance with § 92.250(b).

    d) Records demonstrating that each project meets the property standards of § 92.251 and the lead based paint requirements of § 92.355.

    e) Records demonstrating that each family is income eligible in accordance with § 92.203.

    f) Records demonstrating that each rental housing project meets the affordability and income targeting requirements of § 92.252 for the required period. Records must be kept for each family assisted.

    g) Records demonstrating that each multifamily rental housing project involving rehabilitation with refinancing complies with the refinancing guidelines established in accordance with § 92.206(b).

    h) Records demonstrating that any pre-award costs charged to the HOME allocation meet the requirements of § 92.212.

    i) Records demonstrating that a site and neighborhood standards review was conducted for each project which includes new construction of rental housing assisted under this part to determine that the site meets the requirements of 24 CFR 983.6(b), in accordance with § 92.202.

Section XXI– General Conditions

1. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which

personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier. Notices shall be mailed to the following address:

CITY address: **City of Hattiesburg, Department of Federal & State Programs, P.O. Box 1898, Hattiesburg, MS 39403-1898**

DEVELOPER address: **Breakthrough Community Services, Attn: Arthur Siggers, 1313 Country Club Road, Hattiesburg, MS 39401**

2. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

3. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

4. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

5. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Mississippi.

6. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Mississippi or the City of Hattiesburg, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

7. The DEVELOPER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the AGENCY of Labor Regulations (29 CFR Part 3), as amended.

8. The DEVELOPER shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

9. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every nonexempt subcontract. The DEVELOPER also agrees to take such action as the Federal, state or local government may direct to enforce aforesaid provisions.

10. The obligations undertaken by the DEVELOPER pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless the CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

11. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

12. DEVELOPER and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to state Compensation benefits as an employee of the CITY.

13. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

Section XXII– Insurance

1. The DEVELOPER shall keep the improvements now existing or hereafter erected on the site subject to this Agreement insured against loss by fire, extended flood coverage, vandalism and malicious mischief, hazards, and such may require and in such amounts as CITY may require. The insurance requirements shall remain in effect until the Affordability Period expires, unless this Agreement is terminated earlier. The CITY shall be named as an additional insured.

2. A Commercial General Liability Insurance Policy shall be provided which shall contain minimum limits of one million dollars ($1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and shall include Premises and/or operations, independent contractors, Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.

3. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability. The DEVELOPER shall carry Workers' Compensation insurance for all employees in compliance with the "Workers' Compensation Law" of the State of Mississippi and all applicable federal laws.

4. The DEVELOPER shall require its General Contractor to provide Builder's Risk Insurance in the amount of one hundred percent (100%) of replacement value of the completed structure until Project Completion. Such Builder's Risk policy shall be an all risk form with a deductible not to exceed ten thousand dollars ($10,000.00) each claim

and shall contain a loss payable clause to include City of Hattiesburg, Mississippi. The DEVELOPER shall furnish to the CITY Certificates of Insurance or endorsements evidencing the insurance coverage specified by this Article prior to beginning performance of work under this Agreement. Coverage shall not cease and is to remain in force until all performance required work is completed.

5. The DEVELOPER shall furnish copies of all licenses and certifications of Public Liability Insurance for all HOME projects upon request by the CITY.

Section XXIII- Indemnification

1. The DEVELOPER shall at all times hereafter indemnify, hold harmless and defend the CITY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional, reckless, or negligent act or omission of the DEVELOPER, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the CITY, any sums due to the DEVELOPER under this Agreement may be retained by the CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the CITY.

2. In the event that the DEVELOPER contracts with a third party ("Contractor") to provide the construction related services set forth herein, any contract with such third party shall include the following provisions:

    a. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless CITY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. These indemnifications shall survive the term of this Contract.

3. The DEVELOPER shall comply with the anti-lobbying legislation set forth in 24 CFR 91.225 in CITY's Consolidated Plan submitted to HUD for the HOME Program; both incorporated herein by reference.

4. The DEVELOPER shall indemnify and save the CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of DEVELOPER's activities under this Agreement, including all other acts or omissions to act on the part of DEVELOPER, including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and

against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

IN WITNESS THEREOF,
The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested

CITY	**Breakthrough Community Services**
By: _____ Johnny L. DuPree, Mayor	By: _____ Arthur Siggers, Executive Director
Date: _____	Date: _____
Attest: _____ Connie Everett City Clerk	Attest: _____
Date: _____	Date: _____

EXHIBIT A

Proposed Budget
1205 Country Club Road

Budget Line Item	**HOME**	**Non-HOME**	**Total**
Acquisition:			
Predevelopment Costs:			
Inspections & Utilities			
Survey work			
Construction Estimates:			
Bid Construction	$50,000		$75,000
Construction Contingency	$3,500		$12,000
Non-bid items			
Soft Costs:			
Developer			
Architect/Engineer			
Environmental	$500		$500
Marketing		$1,000	$1,000
Holding Costs:			
Taxes & Insurance			
Utilities			
Construction Loan Interest			
Totals	**$54,000**	$1,000	$55,000

*Any other costs will be covered with non-HOME funds

HOME Developer Fee:	
50% Completion	$3,000
100% Completion	$3,000
Total	**$6,000**
GRAND TOTAL:	**$60,000 HOME**

Sources:

Non-profit's equity	**$20,000 (estimated value)**
Non-Home Funds as needed	**$1,000 - $3,000**
HOME Subsidy (excluding developer fee)	**$54,000**

EXHIBIT B

Scope of Work Addendum
1205 Country Club Road

Proposal Application:	**Market Needs Assessment** **Map of project site** **Pictures of project site** **Work Write-Up**

RENTAL REHABILITATION AGREEMENT BETWEEN
THE CITY OF HATTIESBURG
AND BREAKTHROUGH COMMUNITY SERVICES

THIS AGREEMENT, entered into this **22nd day of April, 2014**, by and between the City of Hattiesburg (hereinafter referred to as the "CITY"), and **Breakthrough Community Services,** a nonprofit corporation (hereinafter referred to as the "DEVELOPER") whose principal office is located at **1313 Country Club Road, Hattiesburg, MS.**

WHEREAS, the CITY is a recipient of HOME Investment Partnerships grant funds from the United States Department of Housing and Urban Development (HUD) pursuant to 24 CFR 92; and

WHEREAS, the CITY wishes to engage the DEVELOPER to assist the City in utilizing such funds;

WHEREAS, the DEVELOPER has been selected to develop and manage a rental housing Project using HOME funds.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, including the Exhibits, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

A. **CITY**– the City of Hattiesburg's Department of Federal and State Programs is hereby defined as the agency administering the HOME Program for the City of Hattiesburg. For the purpose of this Agreement and all administration of HOME funds, the CITY shall execute fiscal and programmatic control of this agreement. The term "Approval by the CITY" or like term used in this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation under State or local law or regulation.

B. **CHDO** – Community Housing Development Organization as defined in 92.2 of the HOME rule.

C. **DIRECTOR** – is hereby defined as the Director of the Department of Federal and State Programs of the City of Hattiesburg.

D. **DEVELOPER FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for the professional, technical and construction services rendered pursuant to this Agreement.

E. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described herein.

F. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

G. **IDIS** – Integrated Disbursement and Information System.

H. **PROJECT COMPLETION** – the Project has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed, the CITY has signed off on all work and the work has been performed to the satisfaction of the CITY, the CITY has received all required documents from the DEVELOPER and the project is fully occupied by income eligible households. All documents that enforce the affordability period must be recorded.

Section II – Term of Agreement

The term of this Agreement shall commence on **April 22, 2014**, and shall end on or before the Project Completion deadline of **March 31, 2015**. The term of the Agreement shall expire at the fulfillment of the affordability period, herein defined **as fifteen (15) years**, which is **March 31, 2030**, unless terminated earlier as provided for herein

The CITY shall provide HOME funds in an amount not to exceed **$60,000.00**, in accordance with the attached budget hereby attached as **Exhibit A.**

Interim Milestones/Deadlines (list below):

Milestone		***Deadline***
Permitting secured	07/01/2014	08/01/2014
Construction/rehabilitation started	07/15/2014	09/01/2014*
Electrical and Plumbing rough-in complete	09/01/2014	11/01/2014
Construction estimated at 50% complete	09/01/2014	11/01/2014*
Interior and exterior finishing complete	10/01/2014	12/01/2014
Landscaping complete (if applicable)	10/01/2014	12/01/2014
Construction complete w/ Certificate of Occupancy	10/15/2014	12/15/2015*
Marketing Begins	09/01/2014	11/01/2014
Marketing Complete/Qualified Buyer Identified	01/01/2015	02/01/2015*
Renter Occupies Home	02/01/2015	03/31/2015*

* - marked deadline dates indicate deadlines that, if missed, will result in either the cancellation of the project, partial or full loss of the developer fee available, and/or required conversion of the project from Homebuyer to Rental as determined by this agreement and the City of Hattiesburg's CHDO Program Policies & Procedures.

1. This project is subject to ongoing affordability requirements of the HOME program for **15 years** from the date of initial occupancy. During this compliance period, the DEVELOPER will assure continued compliance with HOME requirements. For rental units, this includes ongoing property standards, occupancy and rent limits compliance.

2. Timely completion of the work specified in this Agreement is an integral and essential part of performance.

3. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this Agreement, it is understood and agreed by the DEVELOPER that the Project will be completed as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the project will not be delayed.

4. Failure to meet these deadlines can result in cancellation of this Agreement and the revocation of HOME funds.

5. Since it is mutually agreed that time is of the essence in regard to this Agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this Agreement, in order to ensure that the project will be completed according to the timetable set forth. It is intended that such provisions inserted in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the CITY and enforceable by the CITY against the DEVELOPER and its successors and assigns to the Project or any part thereof or any interest therein.

6. In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the project, or other delays that are not caused by the DEVELOPER, the CITY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY promptly in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Scope of Work

A detailed scope of work is attached as **Exhibit B**. The DEVELOPER, in close coordination with the CITY, shall perform all professional services (the "WORK") necessary to complete the development and occupancy of the following project in full compliance with the terms of this Agreement:

Project Description:
Project calls for the rehabilitation of an existing single-family home to be rented to a low- to moderate-income qualified household. The attached scope of work in Exhibit B includes a work write-up proposed by the DEVELOPER to guide the project, which also requires proper approval

and permitting by the Department of Urban Development. Fixtures and amenities are to be those common to affordable housing and shall not include items deemed unnecessary luxury.

Project Address: **1205 Country Club Road, Hattiesburg, MS**

Legal description: **LTS 3 & 4 BLK 3; PREV #:H0600-03-003; MOUNT OLIVE SUB; BK 1094 PG 32412/15/2010**

1. It is understood that the DEVELOPER has provided a specific working budget, **Exhibit A,** and realistic timetable, **which is also reflected in Section II, herein** as it relates to: acquisition, construction/rehabilitation, soft costs, development fees and other allowable costs/activities prior to any fund usage. Said budget shall identify all sources and uses of funds and allocate HOME and non-HOME funds to activities or line items.

2. The Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal as received by the CITY in **Exhibit B**. The aforementioned document will be considered to be a part and portion of this Agreement for reference.

Section IV – Reimbursement of Expenses

1. Project expenses (excluding Developer fee) shall be paid based on vouchers for actual expenses incurred or paid by the DEVELOPER. Requests for payment must be submitted by the DEVELOPER on forms specified by the CITY, **(see Chapter 5.3 of the CHDO Policies & Procedures)** with adequate and proper documentation of eligible costs incurred in compliance with 92.206 and necessary for reporting to HUD in IDIS. All such expenses shall be in conformance with the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved Project budget. The City will inspect all work to ensure that the work has been completed in accordance with the contract. The CITY shall pay on a reimbursement basis as funds are needed for eligible cost and expenses are incurred.

    a. The DEVELOPER shall submit a HOME Program Request for Payment Form for reimbursement of Eligible Costs. Eligible Costs shall mean those costs provided for in the Budget for the Project. The CITY Inspector will perform a site visit to inspect the work and ensure that the costs have been incurred and the work is eligible for payment.

    b. Upon the CITY's acceptance of a properly submitted Request for Payment form for reimbursement of Eligible Costs and a determination by the Department that the work has been properly completed, the CITY will process the payment. The CITY shall pay the DEVELOPER within thirty (30) calendar days from receipt of the Request for Payment if there are no outstanding documents and all work has been completed.

2. The CITY will retain ten percent (10)% of each project payment draw until Project completion. The DEVELOPER must submit a final invoice upon completion. Final payment shall be made after the CITY has determined that all services have been

rendered, files updated, documentation delivered, required reports completed, receipts submitted along with final invoices, releases of liens, final inspection and Certificate of Completion and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and occupancy of no less than one (1) unit,the CITY will release the final ten percent (10)% withheld. Refer to Section VI (7) of this Agreement for payment of developer fees.

3. The CITY reserves the right to inspect records and Project sites to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

4. The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the affordability period ends.

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92. In addition, the DEVELOPER must comply with the following requirements specific to this project including, but not limited to the following:

1. No HOME project funds will be advanced, and no costs can be incurred, until the CITY has conducted an environmental review of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

2. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review and receipt by the CITY of a release of funds from HUD under 24 CFR Part 58.

3. Further, the DEVELOPER will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the Agreement.

4. HOME funds advanced to the project will be secured by a note and mortgage, and a land covenant as required by 24 CFR Part 92.

5. The DEVELOPER will ensure that any expenditure of HOME funds will be in compliance with the requirements at 92.206, and acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.

6. The DEVELOPER will not acquire property that is occupied. All properties acquired under this program must be vacant or occupied by the seller. All acquisitions under this program are voluntary acquisitions. If the project is occupied at the time of this commitment, the DEVELOPER, using non-HOME funds, will comply with the relocation requirements of 24 CFR 92.353. The DEVELOPER will provide the seller with a voluntary acquisition notice if the property is being purchased with HOME funds.

7. The DEVELOPER shall assure compliance with 24 CFR 92.251 as relates to Property Standards and local codes, Accessibility Standards under 24 CFR 92.251(a)(3), Model Energy Code standards, as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

8. The DEVELOPER will be monitored by the CITY for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files and the project site as requested by the CITY during the project term and for five (5) years after the affordability period ends.

9. The DEVELOPER shall ensure that any contractor, subcontractor or participant awarded work under this contract has not been debarred, suspended or determined ineligible to perform work funded by HUD. To determine if a contractor, subcontractor or participant has been debarred, suspended or determined ineligible go to: https://www.epls.gov/.

10. The DEVELOPER (as a CHDO) may retain proceeds as defined in 24 CFR 92.2 from the grant funds provided under this Agreement. The proceeds are to be used for eligible affordable housing activities to benefit low-income families.

11. The DEVELOPER agrees that any news release, article, public service announcement or advertisement or any other type of publicity pertaining to this Project (program literature, brochures, project sign and letterhead) must recognize the City of Hattiesburg and the U.S. Department of Housing and Urban Development HOME Investment Partnerships Program as providing funds for this Project.

12. Subsidy layering. Before committing funds to a Project, the CITY or the DEVELOPER must evaluate the project and will not invest any more HOME funds, in combination with other governmental assistance, than is necessary to provide affordable housing. The cost of this review will be borne by the CITY or the DEVELOPER and this expense may be eligible for reimbursement by HOME funds provided under this Agreement. The DEVELOPER is responsible to ensure that the costs are reasonable.

13. The Developer will include green features, universal design features in its projects to greatest extent feasible and will ensure that all appliances are energy star rated appliances.

14. The CITY will take a 2nd or higher position on its mortgage if required by other funding sources to ensure the feasibility and development of the Project.

15. All claims, disputes and other matters in question arising out of, or relating to, the construction Agreement or the breech thereof, and except for the claims which have been waived by the making or acceptance of the final payment shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

16. The maximum per unit subsidy that may be invested on a per-unit basis in affordable housing may not exceed the per-unit dollar limitations established under section 221(d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the area in which the housing is located.

17. Affordability Period

Activity	**Minimum period of affordability in years**
Rehabilitation or acquisition of existing housing per unit amount of HOME funds: Under $15,000	5
$15,000 to $40,000	10
Over $40,000 or rehabilitation involving refinancing	15
New Construction or acquisition of newly constructed housing	20

18. The DEVELOPER will also comply with the CITY of Hattiesburg's minority outreach WBE/MBE program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into with such persons or entities, public and private, in order to facilitate the activities of the CITY to provide affordable housing.

19. The CITY has the right to reject participation in the project from any contractor that has done previous business with the CITY and has failed to comply with the requirements of the program or who has been involved in litigation with the CITY.

20. All housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard

Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at Part 35, Subparts A, B, J, K, M and R of this title outlined in 92.355.

21. The DEVELOPER will ensure that occupancy complies with the requirements of 92.254(a) (6). The DEVELOPER will ensure that the project is eligible under 92.214, and that it will meet the applicable standards of 24 CFR 92.252 – 253 at occupancy and for the minimum compliance period. The project must meet the State of Mississippi building Construction Codes and the City of Hattiesburg local building codes.

22. The designated HOME-assisted units of this project will meet the affordability requirements as found in 24 CFR 92.252. The DEVELOPER shall collect and maintain project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with the HOME requirements as stated in the HUD ***"Technical Guide for Determining Income and Allowances Under the HOME Program"*** in accordance with the requirements under 24 CFR Part 5 found at: http://www.hud.gov/offices/cpd/affordablehousing/library/modelguides/2005/1780.cfm.

23. With respect to rental units not less than one hundred percent 100 % of:

    a) The families occupying the units shall have annual incomes that do not exceed 60 percent of the median family income for the area, as determined and made available by HUD with adjustments for smaller and larger at the time of occupancy or at the time funds are invested, whichever is later; or

    b) The dwelling units assisted with such funds shall be occupied by families having such incomes; and the remainder of the families receiving such rental assistance are households that qualify as low-income families at the time of occupancy or at the time funds are invested, whichever is later; or

    c) The dwelling units assisted with such funds are occupied by such households.

24. In the selection of occupants for Project units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350. If the Project consists offive (5)or more units, the DEVELOPER will implement affirmative marketing procedures as required by 24 CFR 92.351. Such procedures are subject to approval by the CITY. A tenant selection plan shall be developed for the project by the Developer and submitted to the City for review no later than 60 days prior to Project completion.

25. The housing must meet the accessibility requirements at 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619).

26. If the unit is sold through a lease-purchase agreement, the DEVELOPER will ensure compliance with 92.255.

27. The DEVELOPER shall establish grievance procedures for all tenants occupying the property and will provide copies of those grievance procedures to tenants upon execution of a lease.

28. The DEVELOPER will conduct a site and neighborhood standards review for each project which includes new construction of rental housing assisted under this part to determine that the site meets the requirements of 24 CFR 983.6(b), in accordance with § 92.202.

29. The DEVELOPER shall be required to have an Income Eligible Household as a tenant in each HOME Assisted Unit within twelve (12) months of the Project Completion date. If the DEVELOPER fails to comply with this requirement, he shall be required to repay the CITY the HOME funds provided by the CITY for construction of the vacant HOME Assisted Units. The DEVELOPER shall provide the CITY with current marketing efforts and, if appropriate, a plan for enhanced marketing of the HOME Assisted Units.

30. The maximum amount of rent for any HOME Assisted Unit shall be governed by the rent limitations described in 24 CFR 92.252 (a), as may be amended from time to time. Where not inconsistent with the terms of a written lease, the DEVELOPER shall provide the Income Eligible Household with not less than thirty (30) days prior written notice before implementing any increase in rent.

    HUD provides the following maximum HOME rent limits. The maximum HOME rents are the lesser of:

    a) The fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or

    b) A rent that does not exceed thirty percent (30) % of the adjusted income of a family whose annual income equals 65 percent of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit. The HOME rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions.

31. In rental projects with five (5) or more HOME-assisted rental units, twenty (20) percent of the HOME-assisted units must be occupied by families whose income does not exceed 50 percent of the median income for the area (LOW HOME RENT), as determined by HUD, with adjustments for number of bedrooms in the unit. The DEVELOPER must establish initial rent and utility allowance for all units.The utility allowance will be deducted from the rent charged to the tenant.The distribution of units based on the HIGH HOME RENTS and LOW HOME RENTS will be as follows:

Unit size	Number of units at High HOME rent	Number of units at LOW HOME rent	Utility allowance	Proposed rent minus utility allowance
3	1	0	TBD	(maximum= $857.00 minus utility allowance)

32. All proposed rent and utility allowances must be approved by the CITY.

33. The HOME Assisted Units shall be deemed floating units providing the DEVELOPER with the flexibility to designate different units in the Project at different times as HOME Assisted Units; provided, however, that the DEVELOPER maintains the amount of total units with the same unit mix (i.e., number by each bedroom size). The DEVELOPER agrees that One Hundred percent (100%) of the HOME Assisted Units shall be occupied by Income Eligible Households and the rent shall meet the requirements of 24 C.F.R. 92.252(b)(1) or (2). The DEVELOPER shall be responsible for obtaining initial income certification at the time of the initial leasing of the HOME Assisted Units to Income Eligible Households. In addition, each year during the period of affordability the DEVELOPER must re-examine each tenant's annual income. An owner of a multifamily project with an affordability period of ten (10) years or more who re-examines tenant's annual income through a statement and certification in accordance with 92.203(a)(1)(ii) must examine the income of each tenant in accordance with 92.203(a)(1)(i), every sixth year of the affordability period. If there is evidence that the tenant's written statement failed to completely and accurately state information about the family's size or income, the DEVELOPER must re-examine the tenants household income in accordance with 92.203(a)(1)(i).The DEVELOPER shall provide income certification information of each tenant residing in the project to the CITY, upon the CITY's request.

34. Tenants who no longer qualify as low-income families must pay 30 percent of the family's adjusted income, except that tenants of HOME-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by Ssection 42. In addition, in projects in which the HOME units are designated as floating pursuant to paragraph (j), tenants who no longer qualify as low-income are not required to pay as rent an amount that exceeds the market rent for comparable, unassisted units in the neighborhood.

35. Any proposed rent increases must be approved by the CITY in writing before they can be charged to the tenants and in conjunction with State Landlord Tenant Law.

36. The tenant protection requirements of 92.253 apply to this project.

a. *Lease.* The lease between a tenant and an owner of rental housing assisted with HOME funds must be for not less than one year, unless by mutual agreement between the tenant and the owner.

b. *Prohibited lease terms.* The lease may not contain any of the following provisions:

   i. *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;

   ii. *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;

   iii. *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;

   iv. *Waiver of notice.* Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;

   v. *Waiver of legal proceedings.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

   vi. *Waiver of a jury trial.* Agreement by the tenant to waive any right to a trial by jury;

   vii. *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and

   viii. *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

c. *Termination of tenancy.* An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for

transitional housing; or for other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination oftenancy.

d. *Tenant selection.* An owner of rental housing assisted with HOME funds must adopt written tenant selection policies and criteria and is submitted and approved by the CITY prior to initial occupancy that:

   i. Are consistent with the purpose of providing housing for very low-income and low-income families;

   ii. Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;

   iii. Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and

   iv. Give prompt written notification to any rejected applicant of the grounds for any rejection.

37. All contracts and subcontractors shall comply with the Labor requirements in 92.354. Every contract for the construction (rehabilitation or new construction) of housing that includes 12 or more units assisted with HOME funds must contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a-276a-5), to all laborers and mechanics employed in the development of any part of the housing. Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332).

Section VI - Funding and Method of Payment

1. The DEVELOPER may be obtaining funding for the project from various sources. The maximum amount payable by CITY under this Agreement shall be **$60,000.00, of which, $54,000.00 shall be available for project-specific development costs, and $6,000.00 shall be the maximum amount available as a Developer Fee according to Section VI, paragraph 7, below.** The City's payment shall always be a proportionate share of all funds invested in the project. The HOME Funds provided by CITY to the DEVELOPER shall be in the form of a deferred payment forgivable loan, zero percent interest, pro-rated over the course of the Affordability Period. At Loan closing, the DEVELOPER shall execute and CITY shall record, at the DEVELOPER's expense, in the Public Records of Forrest County, Mississippi, a Mortgage, and Promissory Note ("Note"), and a Declaration of Restrictive Covenants to ensure that the HOME Assisted Units remain affordable during the Affordability Period.

2. Project expenses (excluding DEVELOPER Fees) shall be paid on a reimbursement basis based on vouchers for actual expenses incurred or paid by the DEVELOPER. Requests for payment must be submitted by the DEVELOPER on forms specified by the CITY, **(see Chapter 5.3 of the CHDO Policies & Procedures)** with adequate and proper documentation of eligible costs incurred in compliance with 92.206 and necessary for reporting to HUD in IDIS. All such expenses shall be in conformance with the approved Project budget. Budget revision and approval by the CITY shall be required prior to payment of any expenses not conforming to the approved project budget.

3. Payment request shall not exceed one payment per month and payments must be submitted along with any progress reports required by the CITY. The CITY retains the right to withhold payment for missing and incomplete progress reports.

4. The CITY will retain 10% of each payment draw until Project completion. When the DEVELOPER submits all required documentation for final payment including; but not limited to, a project completion report, receipts, final invoices and TENANT information, releases of liens, final inspection and Certificate of Completion from the building department, the CITY will release the final 10% withheld.

5. The CITY reserves the right to inspect records and the Project site to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

6. The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five (5) years after the affordability period ends.

7. DEVELOPER Fee
   A DEVELOPER'S Fee is compensation to the developer for the time and risk involved to develop the project. It is typically based on the size of the project, the total development cost and the risk associated with the project. The DEVELOPER's fee is expressed as the **HOME-investment portion of** the total development cost. DEVELOPERS who perform work in a timely fashion and comply with the timelines outlined in the Agreement will receive a DEVELOPER's fee of no more than 10% of the total HOME funds awarded under the Agreement.

   The DEVELOPER fee will be paid as follows:

   a) 50% of the DEVELOPER fee will be paid when the project is 50% completed based on the timeline in the Agreement. The DEVELOPER must meet the threshold requirements as stated in the Agreement and the fee will be approved for payment by CITY staff based on a review of project status, documentation submitted and inspections passed.
   b) The final 50% of the DEVELOPER fee will be paid when the project is 100% completed as defined below ***and***

1. For rental projects, no less than 75% of the units are occupied and leased.
2. For homeownership projects, 100% of the units have been sold to eligible households.

For the purpose of complying with this requirement, completion shall mean that all necessary construction work has been completed and the project has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed and the project is ready for occupancy.

8. Project Penalties

Time is of the essence in the completion of all projects under the HOME program. DEVELOPERs who do not perform in accordance with the timeline and budget stipulated in the Agreement will be subject to penalties for lack of performance. The CITY will closely monitor performance and will enforce the following penalties when the CHDO fails to carry out its contractual obligations under the Agreement.

a) For new construction projects that involve site acquisition:
   1. Failure by the DEVELOPER to provide a warranty deed showing ownership and title to property according to the timeline stipulated in the Agreement will result in the cancellation of the Agreement. The Agreement will be null and void and no compensation will be paid to the DEVELOPER for expenses incurred related to the acquisition of the property.

b) For existing properties already owned by the DEVELOPER
   1. Failure by the DEVELOPER to provide an active building permit issued by the City of Hattiesburg building department within the timeline stipulated in the Agreement will result in the cancellation of the Agreement. The contract will be null and void and no compensation will be paid to the DEVELOPER for expenses incurred up to the date that the Agreement is cancelled or thereafter.

c) Failure by the DEVELOPER to meet the 50% completion timeline outlined in the Agreement will result in a loss of 50% of the total DEVELOPER fee approved under the Agreement.

d) Failure of the DEVELOPER to complete 100% of the project within the timeline specified in the Agreement will result in:
   1. A 50% reduction of the DEVELOPER fee authorized under the terms of the Agreement **and**
   2. Suspension of the CHDO from participation under the HOME program for not less than one (1) year after the date the project is completed, or the next CHDO reservation funding cycle, whichever occurs later.

e) The CITY retains the right to require a CHDO who has failed to comply with the terms outlined in the Agreement, to transfer title and ownership of the property to the CITYor an agency designated by the CITY to carry out the terms and conditions of

the contract in a timely manner. The CITY will consider the CITY's total investment in the property, the stage of project construction, the feasibility that the project will be completed by the HOME program deadlines by the current developer, the date the project will be completed by the new developer and the timing for meeting a national objective up to and including occupancy of the unit. The decision to transfer the title of the property will be based on the decision that is in the best interest of the HOME program, the City of Hattiesburg and its residents. The final decision to transfer title of the property will require approval by the City of Hattiesburg City Council.

f) Developers that experience delays caused by reasons beyond their control in accordance with Section II (6) of this Agreement must submit the reasons for delay and supporting documentation in writing to the Program Director. Extensions will be reviewed by the Director in consultation with City staff. The DEVELOPER will be notified in writing of the department decision to approve the Project delay.

g) At the time that the CITY approves project delay, new timelines will be established for the Project in the form of an amendment to the existing contract. The DEVELOPER must comply with the new timelines. Failure by the DEVELOPER to comply with the new timeliness will trigger the penalties stated above.

9. The DEVELOPER shall have standards of financial accountability that conform to 24 CFR 84.21, "Standards for Financial Management Systems;"

10. HOME Funds shall not be reimbursed by the CITY until the funds are needed for the payment of Eligible Costs. All HOME Funds not expended within the term of this Agreement shall remain in the custody and control of CITY. The CITY may reallocate unexpended HOME Funds to other HOME Program projects if approved for funding by the Governing Body.

11. The DEVELOPER shall pay its subcontractors and suppliers within thirty (30) days following receipt of payment from CITY for such subcontracted work or supplies, if all required and supporting documentation is provided and the work is completed in accordance with the contract documents.

12. For purposes of this section, Requests for Payment, reports and other documentation required under this Agreement, must be submitted within sixty (60) days of project completion. Reports submitted after that date may not be honored by the CITY, at the discretion of the CITY.

13. The DEVELOPER shall furnish to the CITY all reports required by the HUD and such additional reports as may be necessary to comply with all applicable laws, regulations, guidelines, and conditions specified in this Agreement and further, the DEVELOPER and any contractors or subcontractors shall provide any other reports deemed necessary by the CITY.

14. The CITY, HUD or the Comptroller General of the United States or any of their duly authorized representatives shall at all times have the right and option to monitor, inspect, audit and review the DEVELOPERS performance and operation of the HOME program to be performed under this Agreement; and in connection therewith, all of the above mentioned entities shall have the right to inspect any and all records, books, documents, or papers of the DEVELOPER, Contractor and the subcontractors of Contractor, for the purpose of making audit examination, excerpts and transcriptions.

Section VII - CHDO Proceeds

The City of Hattiesburg will allow CHDOs that utilize CHDO reservation funds to develop, rehabilitate, sell or rent housing benefiting income eligible households to retain project proceeds.

Definition of Project Proceeds:

Project proceeds are funds generated by the project and paid to the DEVELOPER from activities carried out with HOME funds. Projects proceeds include:

1. Proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with HOME funds or matching contributions;

2. Payments of principal and interest on loans made using HOME funds;

3. Proceeds from the sale of loans made with HOME funds;

4. Proceeds from the sale of obligations secured by loans made with HOME funds;

5. Interest earned on program income pending its disposition; and

6. Any other interest or return on the investment permitted under § 92.205(b) of HOME funds

All project proceeds received by the CHDO must be used for affordable housing activities to benefit low-income households.

The CHDO will be required to track the investment of project proceeds for housing activities to benefit low-income households. The CHDO must maintain supporting documentation related to the use of these funds for monitoring purposes.

Eligible Uses of Project Proceeds:

CHDOs allowed to retain project proceeds must use the funds for housing activities to benefit low-income families as required by 24 CFR 92.300(a)(2). Low-income households that do not exceed 80% of the Area Median Income as established by HUD on an annual basis.

Affordable housing activities which may be funded with CHDO proceeds include but are not limited to: emergency repairs, project operating costs and reserves, housing refinancing costs, CHDO operating expenses, and homebuyer counseling.

CHDO proceeds which are retained by a CHDO are not subject to the requirements of the HOME regulations, except for 24 CFR 92.300(a)(2). Thus, the Davis-Bacon Act, National Environmental Policies Act and Uniform Relocation Assistance and Real Property Acquisition Policies Act do not apply to the use of CHDO proceeds. However, because CHDO proceeds are derived from the expenditure of HOME funds, any activities which are funded with CHDO proceeds may not be contributed as match.

Section VIII – Repayment of Loan

1. All HOME funds are subject to repayment in the event the PROJECT does not meet the Project Requirements as outlined above.

2. It is understood that upon the completion of the PROJECT, any HOME funds reserved but not expended under this Agreement will revert to the CITY.

3. The funds will remain a deferred loan for the period of affordability, at which time the loan may be forgiven. Sale of the property to another party may occur only with the approval of the CITY, and the purchaser shall assume all obligations of the DEVELOPER under this Agreement, the note and mortgage, and the restrictive covenants. Provisions in those documents will provide for the extinguishment of the requirements only in the event of a third-party foreclosure or deed in lieu of foreclosure.

Section IX – CHDO Provisions

1. If the DEVELOPER is a CHDO, the requirements in this section apply to CHDO developers, sponsors and owners. It is understood that the DEVELOPER has certified that it is and will maintain CHDO status for the term of the AGREEMENT in accordance with 24 CFR 92. DEVELOPER agrees to provide information as may be requested by the CITY to document its continued compliance, including but not limited to an annual board roster and certification of continued compliance.

2. Any funds advanced as the CHDO as pre-development funds must be in compliance with 92.301, and are forgivable only under the terms in 92.301.

3. Any funds advanced to the CHDO as CHDO Operating Expenses must be expended in compliance with 24 CFR 92.208. The City of Hattiesburg can provide up to five (5) percent of its fiscal year HOME allocation for operating expenses to the CHDO. These funds may not be used to pay operating expenses incurred by a CHDO acting as a subrecipient or contractor under the HOME Program. Operating expenses means reasonable and necessary costs for the operation of the CHDO. Such costs include salaries, wages, and other employee compensation and benefits; employee education,

training, and travel; rent; utilities; communication costs; taxes; insurance; equipment; materials and supplies. The requirements and limitations on the receipt of these funds by CHDOs are set forth in 92.300(e) and (f).

4. A CHDO that receives assistance under this part must adhere to the Tenant Participation Plan requirements under 92.303 that require a fair lease and grievance procedure approved by the CITY and must provide a plan for and follow a program of tenant participation in management decisions.

SectionX – Procurement Standards

1. The DEVELOPER shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. The Developer's procurement procedures must be approved by the City. All costs will be reviewed by the City to assure reasonableness.

2. In addition, it is understood that any DEVELOPER that can be considered to be a religious or faith based organization shall abide by all portions of 24 CFR 92.257.

SectionXI – Conflict of Interest Provisions

1. The DEVELOPER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The DEVELOPER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

2. HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the Agreement and the selection of tenant households to occupy HOME-assisted units.

3. No employee, agent, consultant, elected official, or appointed official of the DEVELOPER may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

    a. Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the DEVELOPER, or the proceeds thereunder; or

    b. Any unit benefits or financial assistance associated with HOME projects or programs administered by the DEVELOPER, including:

        i. Occupancy of a rental housing unit in a HOME-assisted rental project;

ii. Receipt of HOME tenant-based rental assistance;

4. This prohibition does not apply to an employee or agent of the DEVELOPER who occupies a HOME assisted unit as the on-site project manager or maintenance worker.

5. In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the CITY shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

6. Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the DEVELOPER in writing to the CITY. The DEVELOPER must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance.

7. The CITY may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as they apply.

Section XII – City Responsibilities

The CITY shall furnish the DEVELOPER with the following services and information from existing CITY records and CITY files:

1. The CITY shall provide to the DEVELOPER information regarding its requirements for the Project.

2. The CITY will provide the DEVELOPER with any changes in HOME regulations or program limits that affect the project, including but not limited to, income limits, property value limits and rent limits.

3. The CITY will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the project, and will provide information to the DEVELOPER regarding any progress inspections or monitoring to assist it in ensuring compliance.

4. The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances.

5. The CITY shall monitor, review, and evaluate the financial procedures of the DEVELOPER through documents submitted to the CITY and on-site monitoring. The DEVELOPER shall provide to the CITY such reports, and make available to the CITY such records that will be necessary for a proper financial evaluation. With reasonable notice (generally ten (10) working days) being given to the DEVELOPER, the CITY

shall schedule at least one on-site visit during the term of said Agreement and other visits that may be needed.

6. The Department of Federal and State Programs, on behalf of the CITY shall monitor, review, and evaluate the DEVELOPER. Fiscal reports will be reviewed and evaluated in terms of the total budget and accomplishments in relationship to expenditures. With reasonable notice (generally ten (10) working days) being given to the DEVELOPER, the Department shall schedule at least one (1) on-site visit and other visits that may be needed during the course of said Agreement. At such times and in such forms as the CITY may require, there shall be furnished to the CITY such statements, records, data, and information as may be necessary.

7. Within a reasonable period of time (generally 45 days) after the monitoring visit, the Department of Federal and State Programs shall furnish to the DEVELOPER a letter and any necessary reports summarizing the monitoring visit. Such letters and reports will include any findings or concerns and recommendations for improvement.

8. The DEVELOPER shall have 30 days from the receipt of a financial or programmatic monitoring letter to address any findings or concerns. Should the concerns not be addressed in a manner acceptable to the CITY, this Agreement shall be terminated in accordance with the provisions for termination outlined in this Agreement.

9. Nothing contained herein shall relieve the DEVELOPER of any responsibility as provided under this Agreement.

Section XIII – Equal Employment Opportunity

During the performance of this contract, the DEVELOPER agrees as follows:

1. The DEVELOPER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The DEVELOPER will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, familial status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the CITY setting forth the provisions of this nondiscrimination clause.

2. The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The DEVELOPER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the DEVELOPER's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The DEVELOPER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The DEVELOPER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

6. In the event the DEVELOPER is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the DEVELOPER may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

7. The DEVELOPER will include the provisions of this Agreement in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24,1965, so that such provisions will be binding upon each subcontractor or vendor. The DEVELOPER will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for noncompliance.

SectionXIV – Section 3 Compliance

The DEVELOPER agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The DEVELOPER will comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by the execution of this Agreement, the DEVELOPER certifies that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

3. The DEVELOPER, its contractors and subcontractors, if applicable agree to send to each labor organization or representative of workers with which the DEVELOPER, its contractors and subcontractors has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the DEVELOPER, its contractors and subcontractors commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The DEVELOPER, its contractors and subcontractors agree to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The DEVELOPER and its contractors will not subcontract with any subcontractor where the DEVELOPER or its contractors has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

5. The DEVELOPER, its contractors and subcontractors will certify that any vacant employment positions, including training positions, that are filled (1) after the DEVELOPER, its contractors and subcontractors are selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the DEVELOPER or contractor's obligations under 24 CFR Part 135.

6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

Section XV – Compliance with Federal, State & Local Laws

1. The DEVELOPER covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state, local, and Federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing, Section 3 of the Housing and Urban Development Act of 968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME

INVESTMENT PARTNERSHIP PROGRAM. The DEVELOPER covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

2. The DEVELOPER 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), Executive Order 11738, and Environmental Protection CITY regulations(40 CFR Part 15).

3. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of $100,000. The DEVELOPER also agrees to take such action as the Federal, state or local government may direct to enforce aforesaid provisions.

4. Minority/Women's Businesses, Executive Orders 11625, 12432, and 12138 Under Executive Orders 11625, 12432, and 12138, the CITY must prescribe procedures acceptable to HUD for minority outreach programs to ensure that they are making concerted efforts to attract minority groups to the procurement process. The Developer agrees to assist the City to the greatest extent possible to meet the goals and objectives of this section. The DEVELOPER will submit, on an annual basis, a listing of all MBE/WBE contracts awarded including dollar amount of the contract and how the business qualifies.

   The regulations require that the following minimum affirmative steps are taken to ensure MBE/WBE is afforded every opportunity to participate in generated contracts.

   a) Placing minorities and women on solicitation lists;
   b) Assuring that MBE and WBE firms are solicited whenever they are potential sources;
   c) Dividing the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business enterprises, and women business enterprises;
   d) Where the requirement permits, establishing delivery schedules that encourage participation by small and minority business enterprises, and women business enterprises;
   e) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
   f) Requiring the prime contractor, if subcontractors are to be let, to take all the same.

5. Drug-Free Workplace: The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, *et seq.)* and HUD's implementing regulations at 24 CFR Part 21.

   DEVELOPERS are required to provide a drug-free workplace by taking the following steps. DEVELOPER and third party contractor/consultants failing to meet these requirements will be subject to penalties:

a) Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
b) Establish a drug-free awareness program to make employees aware of: a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
c) Notify employees that as a condition of employment on a Federal contract or grant, the employee must: a) abide by the terms of the policy statement; and b) notify the employer, within five (5) calendar days, if he or she is convicted of a criminal drug violation in the workplace.
d) Notify the contracting or granting agency within ten (10) days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
e) Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
f) Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the Act.

Section XVI – Enforcement, Suspension and Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the DEVELOPER materially fails to comply with any term of the award.

If, through any cause, the DEVELOPER shall fail to fulfill in timely and proper manner its obligations under this contract, or if the DEVELOPER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the DEVELOPER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, the DEVELOPER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination.

Notwithstanding the above, the DEVELOPER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the DEVELOPER and the CITY may withhold any payments to the DEVELOPER until such time as the exact amount of damages due the CITY from the DEVELOPER is determined whether by court of competent jurisdiction or otherwise.

24 CFR 92.504(c)(13) contains provisions for the enforcement of this Agreement. In accordance with 24 CFR 85.43, this Agreement may be suspended or terminated prior to the expiration of the term by unanimous written Agreement by the parties to this Agreement. The CITY may also unilaterally terminate or suspend this Agreement, in whole or in part, upon ten (10) day written notice from the CITY to the DEVELOPER including, but not limited to the following reasons:

1. Failure to perform the services set forth in the scope of services and requirements incident thereto.
2. Failure to comply with the provisions of this Agreement.
3. Making unauthorized or improper use of funds provided under this Agreement.
4. Submission of an application, report or other documents pertaining to this Agreement which contains misrepresentation of any material aspect.
5. The carrying out of the Scope of Services or the objectives of this Agreement is rendered improvable, unfeasible, impossible, or illegal.
6. Failure of the U.S. Department of Housing and Urban Development (HUD) to make funds available or if HUD suspends funds for any reason.
7. Upon the determination of the CITY that the Agreement be suspended or terminated, without cause.
8. Termination or suspension shall not affect otherwise valid and allowable obligations incurred in good faith prior to receipt of a notice of termination or suspension.

Section XVII – Termination for Convenience of the CITY

In accordance with 24 CFR 85.44 the CITY may terminate for its convenience this Agreement at any time by giving at least thirty (30) days notice in writing to the DEVELOPER. If the contract is terminated by the CITY, as provided herein, the City will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the DEVELOPER will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed to the total service of the DEVELOPER covered by this Agreement, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.

Section XVIII – Default-Loss of Grant Funds

If the DEVELOPER fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the Agreement, and more particularly if the DEVELOPER refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in this Agreement, the DEVELOPER shall be in default and notice in writing shall be given to the DEVELOPER of such default by the CITY or an agent of the CITY. If the DEVELOPER fails to cure such default within such time as may be required by such notice, the CITY, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the DEVELOPER pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the DEVELOPER will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this Agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the CITY as against the DEVELOPER then existing, or which may thereafter accrue because of such default, and the

foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling the DEVELOPER to complete the project in accordance with the terms of this Agreement, in a court of equity. The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XIX – Reporting Responsibilities

The DEVELOPER agrees to submit monthly reports to the CITY on the progress of the project. Reports are due the 15th of each month and will cover activities for the prior month. The CITY retains the right to request additional documentation to comply with HUD's reporting requirements. If the DEVELOPER fails to submit the monthly progress reports by the due date, no payments will be made to the DEVELOPER under this AGREEMENT until all outstanding reports have been submitted.

The CITY will send the DEVELOPER one reminder notice if the report has not been received fourteen (14) days after the due date. If the DEVELOPER has not submitted a report fourteen (14) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the DEVELOPER agrees to provide the CITY information as required to determine program eligibility, and financial records pertinent to the project.

At project completion, the DEVELOPER will provide a Project Progress Report signifying completion, with all data and supporting documentation for project closeout as may be required by the CITY.

Section XX – Inspection, Monitoring & Access to Records

1. All records will be maintained by the DEVELOPER for five (5) years after the affordability period ends.

2. The CITY reserves the right to inspect, monitors, and observe work and services performed by the DEVELOPER, at any, and all reasonable times.

3. The CITY reserves the right to audit the records of the DEVELOPER any time during the performance of this Agreement and for a period of five years after the affordability period ends.

4. The DEVELOPER will provide the CITY with a certified audit of the DEVELOPER's records representing the Fiscal Year during which the PROJECT becomes complete pursuant to the requirements of OMB Circular A-133.

5. Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents,

papers, process site access, and records of the DEVELOPER or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

6. The DEVELOPER shall maintain all records required by the Federal regulations specified in 92.508 that are pertinent to the activities to be funded under this Agreement. Such records include but are not limited to:

   a) A full description of each project assisted with HOME funds, including the location, form of HOME assistance, and tenants assisted with HOME funds.

   b) The source and application of funds for each project, including supporting documentation in accordance with 24 CFR 85.20.

   c) Records demonstrating that each rental housing project meets the minimum per-unit subsidy amount of § 92.205(c), the maximum per-unit subsidy amount of § 92.250(a) and the subsidy layering guidelines adopted in accordance with § 92.250(b).

   d) Records demonstrating that each project meets the property standards of § 92.251 and the lead based paint requirements of § 92.355.

   e) Records demonstrating that each family is income eligible in accordance with § 92.203.

   f) Records demonstrating that each rental housing project meets the affordability and income targeting requirements of § 92.252 for the required period. Records must be kept for each family assisted.

   g) Records demonstrating that each multifamily rental housing project involving rehabilitation with refinancing complies with the refinancing guidelines established in accordance with § 92.206(b).

   h) Records demonstrating that any pre-award costs charged to the HOME allocation meet the requirements of § 92.212.

   i) Records demonstrating that a site and neighborhood standards review was conducted for each project which includes new construction of rental housing assisted under this part to determine that the site meets the requirements of 24 CFR 983.6(b), in accordance with § 92.202.

Section XXI– General Conditions

1. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which

personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier. Notices shall be mailed to the following address:

CITY address: **City of Hattiesburg, Department of Federal & State Programs, P.O. Box 1898, Hattiesburg, MS 39403-1898**

DEVELOPER address: **Breakthrough Community Services, Attn: Arthur Siggers, 1313 Country Club Road, Hattiesburg, MS 39401**

2. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

3. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

4. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

5. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Mississippi.

6. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Mississippi or the City of Hattiesburg, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

7. The DEVELOPER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the AGENCY of Labor Regulations (29 CFR Part 3), as amended.

8. The DEVELOPER shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

9. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every nonexempt subcontract. The DEVELOPER also agrees to take such action as the Federal, state or local government may direct to enforce aforesaid provisions.

10. The obligations undertaken by the DEVELOPER pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless the CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

11. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

12. DEVELOPER and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to state Compensation benefits as an employee of the CITY.

13. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

Section XXII– Insurance

1. The DEVELOPER shall keep the improvements now existing or hereafter erected on the site subject to this Agreement insured against loss by fire, extended flood coverage, vandalism and malicious mischief, hazards, and such may require and in such amounts as CITY may require. The insurance requirements shall remain in effect until the Affordability Period expires, unless this Agreement is terminated earlier. The CITY shall be named as an additional insured.

2. A Commercial General Liability Insurance Policy shall be provided which shall contain minimum limits of one million dollars ($1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and shall include Premises and/or operations, independent contractors, Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.

3. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability. The DEVELOPER shall carry Workers' Compensation insurance for all employees in compliance with the "Workers' Compensation Law" of the State of Mississippi and all applicable federal laws.

4. The DEVELOPER shall require its General Contractor to provide Builder's Risk Insurance in the amount of one hundred percent (100%) of replacement value of the completed structure until Project Completion. Such Builder's Risk policy shall be an all risk form with a deductible not to exceed ten thousand dollars ($10,000.00) each claim

and shall contain a loss payable clause to include City of Hattiesburg, Mississippi. The DEVELOPER shall furnish to the CITY Certificates of Insurance or endorsements evidencing the insurance coverage specified by this Article prior to beginning performance of work under this Agreement. Coverage shall not cease and is to remain in force until all performance required work is completed.

5. The DEVELOPER shall furnish copies of all licenses and certifications of Public Liability Insurance for all HOME projects upon request by the CITY.

Section XXIII- Indemnification

1. The DEVELOPER shall at all times hereafter indemnify, hold harmless and defend the CITY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional, reckless, or negligent act or omission of the DEVELOPER, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the CITY, any sums due to the DEVELOPER under this Agreement may be retained by the CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the CITY.

2. In the event that the DEVELOPER contracts with a third party ("Contractor") to provide the construction related services set forth herein, any contract with such third party shall include the following provisions:

    a. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless CITY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. These indemnifications shall survive the term of this Contract.

3. The DEVELOPER shall comply with the anti-lobbying legislation set forth in 24 CFR 91.225 in CITY's Consolidated Plan submitted to HUD for the HOME Program; both incorporated herein by reference.

4. The DEVELOPER shall indemnify and save the CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of DEVELOPER's activities under this Agreement, including all other acts or omissions to act on the part of DEVELOPER, including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and

against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

IN WITNESS THEREOF,
The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested

CITY

By: Johnny L. DuPree, Mayor

Date: 4-22-14

Attest: Connie Everett (DC)
Connie Everett
City Clerk

Date: 4-22-14

Breakthrough Community Services

By: Arthur L. Siggers
Arthur Siggers, Executive Director

Date: 4-24-14

Attest: Deguandra Johnson

Date: 4/24/14

EXHIBIT A

Proposed Budget
1205 Country Club Road

Budget Line Item	**HOME**	**Non-HOME**	**Total**
Acquisition:			
Predevelopment Costs:			
Inspections & Utilities			
Survey work			
Construction Estimates:			
Bid Construction	$50,000		$75,000
Construction Contingency	$3,500		$12,000
Non-bid items			
Soft Costs:			
Developer			
Architect/Engineer			
Environmental	$500		$500
Marketing		$1,000	$1,000
Holding Costs:			
Taxes & Insurance			
Utilities			
Construction Loan Interest			
Totals	**$54,000**	$1,000	$55,000

*Any other costs will be covered with non-HOME funds

HOME Developer Fee:	
50% Completion	$3,000
100% Completion	$3,000
Total	**$6,000**
GRAND TOTAL:	**$60,000 HOME**

Sources:	
Non-profit's equity	**$20,000 (estimated value)**
Non-Home Funds as needed	**$1,000 - $3,000**
HOME Subsidy (excluding developer fee)	**$54,000**

EXHIBIT B

Scope of Work Addendum
1205 Country Club Road

Proposal Application:	**Market Needs Assessment** **Map of project site** **Pictures of project site** **Work Write-Up**

Market Needs Assessment

Organization: Breakthrough Community Services	Project Name: Rental Rehab
Organization Address: 1313 Country Club Road	Funding year: 2014
Contact Person: Dequandra Johnson	Title: Housing Counselor
Phone: (601) 582-3475	Email address: dequandramobc@aol.com
Project address: 1205 Country Club Road	City, state, zip: Hattiesburg, MS 39401

Please answer the following questions related to the project to the best of your ability. Do not leave any question blank. If not applicable or information is not available, please state so in the applicable section. The information provided in this document will be used by the City to assess the market need for the project.

Project:

Provide a site analysis including area and exposure, lot size, zoning, current use, history, drainage, flood hazard, soil conditions, utility and services, easement and encroachments, hazardous or toxic material, surrounding land uses, current improvement on site.

This project is located at 1205 Country Club Rd, in the Mt. Olive-Tatum-Lillie Burney Neighborhood Associate. The property is a rental unit and is currently occupied by a tenant who has been residing in the home since 2010. The property is located within the City limits of Hattiesburg (Forrest County). The home is an all electric home, with utility suppliers MS Power and City of Hattiesburg Water and Sewer. *Please refer to work write up for repairs needed.

Describe the project location, type of project proposed, improvements, proposed unit type and mix, construction quality, size and dimensions, construction detail, unit features, recreational facilities, parking facilities, general layout and efficiency and site improvements.

Breakthrough Community Services, Inc. is proposing to a rental rehab occupied project at 1205 Country Club Road.

Area:

Provide demographics including population, households, average household size, median household income, average household income, employment/unemployment, residential housing activity, transportation and commercial development.

The Mt. Olive-Tatum-Lillie Burney Neighborhood consist of a mixture of low income and low-to-moderate income individuals/families. The majority of neighborhood residents are made up of 70% homeowners and 30% renters. The average household income does not exceed 50% of the Area Median Income (AMI). Residents of this community make up a mixture of employed, retired, and unemployed population.

General market trends:

If this is a rental project list the current vacancy rate for the census tract and source of data.

Census tract	Rental vacancy rate in zip code	Average rent for proposed unit size in zip code	Total units available for rent in zip code	Source of data
Block Group 4 Census Tract 6 Forrest Count, Mississippi				

Provide a narrative describing the current general market trends that support the development of the additional rental units

This area is a mixture of homeowners and renters of which both are low income households. Within Forrest County, there is a demand for housing and a particular increase in rental housing versus homeownership. We anticipate that the need for housing will continue to increase and within this low income community we estimate that with economic and population growth this is projected to occur within this low income community, and for people who are seeking suitable affordable housing, we will be able to find an eligible renter.

For homeownership projects

Census tract	Total properties for sale in zip code	Average sales price in zip code	Source of data
n/a			

Provide a narrative describing the current general market trends that support the development of the additional homeownership housing units.

n/a

Neighborhood market:

Provide a narrative of the immediate project area market conditions and positive conditions that support development of the unit s at the proposed pricing.

The proposed project is situated within the City limits of Hattiesburg on the Southeast side of town in the Mt. Olive-Tatum-Lillie Burney Neighborhood diagonal from Vernon Dahmer Park. This park is a historical site in Hattiesburg and the only park – baseball field, walking track, and tennis court- within the community. The proposed project site is central to transportation, public schools, higher learning, shopping, and employment. Highway 49 and easily accessible to Highway 59 & Highway 98. It's proximity to necessary services such as Wal-Mart, Gas Station, Pharmacies, Forrest General Hospital, Police & Fire Department, Lillie Burney Elementary, Rowan Elementary School and N.R. Burger Middle School, William Carey College & The University of Southern Mississippi. Public Transportation route and stop is on the same block from proposed site as well as additional access to community amenities, services, shopping, and recreation.

Community conditions:

Describe the immediate physical/social conditions that support the development of housing.

The immediate and social conditions that support the development of this proposed project involve the need for affordable housing within the area. There are a number of properties on the Southeast section of town that are dilapidated, abandoned, and in need of home maintenance. In an effort to provide affordable housing and revitalize the neighborhood we believe that the needed repairs to this home can aid in the transformation of such areas. There are other homes in the area that are undergoing renovations, some newly rebuilt and rehab homes. To avoid a high rate of vacant residential and property abandonment within our community we believe the revitalization is key the homes affected are in much need in reinvestment and revitalization.

Target population pool:

Discuss whether a sufficient pool of target households exists in the primary geographic market area to support the project; or sufficient primary data (waiting lists or client lists) is presented to support timely occupancy of the development upon completion.

In the geographic location of the proposed project, there is a target household. The area is composed of low-to-moderate households who are homeowners and renters. There are housing needs throughout the community ranging from homelessness, emergency repairs, substantial rehabilitation, and home maintenance that is needed. Our agency receives calls on a daily basis for individuals seeking rental housing and/or repair assistance.

Affordability:

Discuss the current market prices and if they are affordable to a reasonable range of incomes (the range=minimum income required to afford: maximum eligibility income).

The current market prices within Forrest County often eliminate those of low-to-moderate income levels due to lack of affordability. Rentals properties in Hattiesburg average $600 starting out and this does not reflect the community or housing condition. There is a shortage of affordable housing in our area.

Needs:

Discuss the project design (unit types, sizes, amenities, services) and how it reflects the apparent needs and desires of the target population.

This project is a single family residence consisting of 3 bedrooms and 2 bathrooms. The project design will address exterior and interior repairs needed to bring the home up to code standards and transform the home which will have an important role in neighborhood revitalization. The proposed project will be energy efficient and affordable to meet the needs and desires of our target population of low-to-moderate income individuals/families. ***Please refer to work write up***

Site:

Examine the subject site, surrounding development patterns, demographics and other relevant factors that influence the development potential.

There is a lack of development in the area. The community is in need of revitalization; however there is a trend of homeowners within the location engaging in homeownership maintenance to aid in small yet significant changes within the area.

Supply:

Identify and evaluate the relevant competitive supply of affordable housing in the area.

There is no competitive supply of affordable housing in the area.

Competitiveness:

Discuss the project price, location condition and amenities and how they are reasonably attractive in comparison to other housing choices available to low-income areas for households.

The proposed project is priced at an estimate of $54,500. The proposed repairs will make a considerable difference within the community. The location, condition, and amenities of the home are all attractive in comparison to other homes in the area that are in need of repairs and will be appealing and affordable to our target market.

Appraisal:

Discuss how the acquisition costs are supported by appraisal or by evidence of market value and whether it is reasonable given site remediation and prep costs.

The estimated rehabilitation price supports and reflects the appraisal of homes that are within the area. Currently, there are new construction projects and homeowner repair projects pending in the area. We are noticing there is a trend of homeowner maintenance and revitalization in the area. We believe that the history of the neighborhood.

Summary:

Provide a summary based on an overall analysis of the project that provides the supporting evidence of the need for this project.

Breakthrough believes there is an increase in the rental market versus homeownership. The communities in which we serve are low-to-moderate families and/or individuals who may not be ready for homeownership and are struggling to find suitable affordable housing. While we do promote homeownership we do understand that our target population is seeking affordable housing opportunities in general. We are familiar with the needs of the community and are seeking to provide safe, decent, affordable housing. By creating communities of opportunity in needed neighborhood, we help empower the economically challenged low-to-moderate residents as part of our strategy.

Project Narrative & Timeline

Property: 1205 Country Club Road, Hattiesburg, MS 39401

Proposed Project: Rental Rehabilitation

The housing needs in Hattiesburg, MS is steadily growing and according to Joint Center for Housing Studies 2013, the numbers for renter households increased by more than 1.1 million. The economic crisis is creating financial difficulties for our low income and low-to-moderate income communities. There are a number of abandoned properties, foreclosure, and home maintenance issues. As a result, we notice there are a significant need for community revitalization to aide those families and communities who are suffering.

Breakthrough has a goal of producing a HOME eligible development project, addressing rental rehabilitation of the above referenced property for housing unit for low-to-moderate income renters, within the city limits of Forrest County to provide safe, decent, and affordable housing.

Our designated target area for this project is the Mt. Olive-Tatum-Lillie Burney neighborhood of Country Club Road, Neighborhood Subdivision. We realize there is a need in this community to restore neighborhoods and we are interested in strengthening the neighborhood with a mix of market rate and affordable housing. Through improving rehabilitation, code enforcement, and neighborhood enhancement, this offers the chance to help improve the conditions of the neighborhood by removing abandoned housing, and helping to reinforce and expand the number of residents whom remain and invest in their property. This project will aid in revitalizing the area with poor housing conditions.

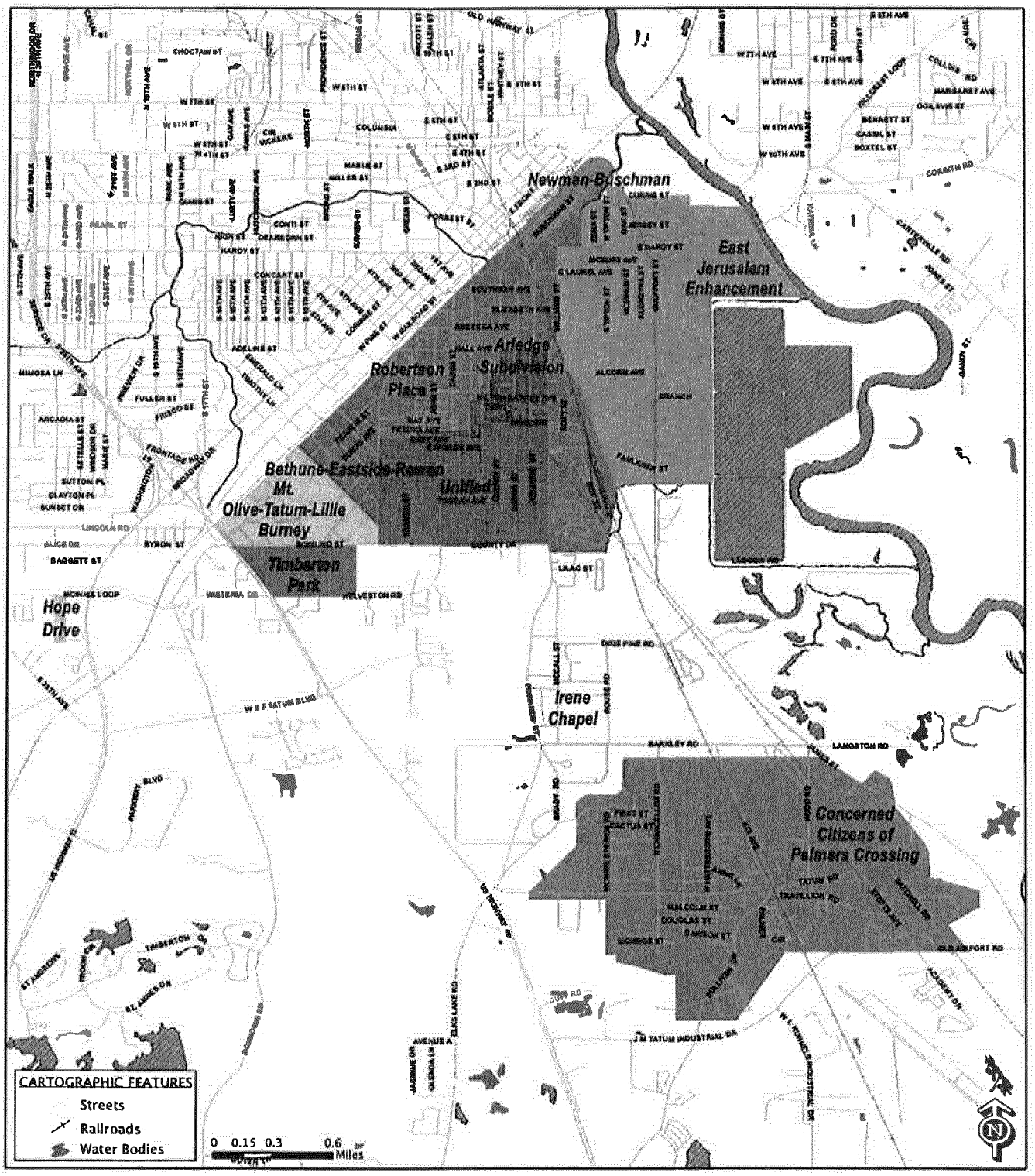
Below is the rehabilitation timeline for the proposed property:

	Start	Finish
RFP acceptance period	April 28, 2014	May 9, 2014
Lead Abatement completed	May 15, 2014	May 30, 2014
Rehabilitation period	July 15, 2014	October 15, 214

Development Estimate

Permits	$500
Lead Abatement & Asbestos	$3,500
Marketing	$1,000
Rehab/Construction	$50,000
Landscape	$400

TOTAL: $54,500



BREAKTHROUGH COMMUNITY SERVICE TARGET AREAS

Map provided by the GIS Division of the HPFL Metropolitan Planning Organization Department of Federal & State Programs City of Hattiesburg, Mississippi

This map is unofficial and is subject to validation. It is not intended for site specific review. It does not necessarily reflect the most current changes and was created for general planning purposes only.

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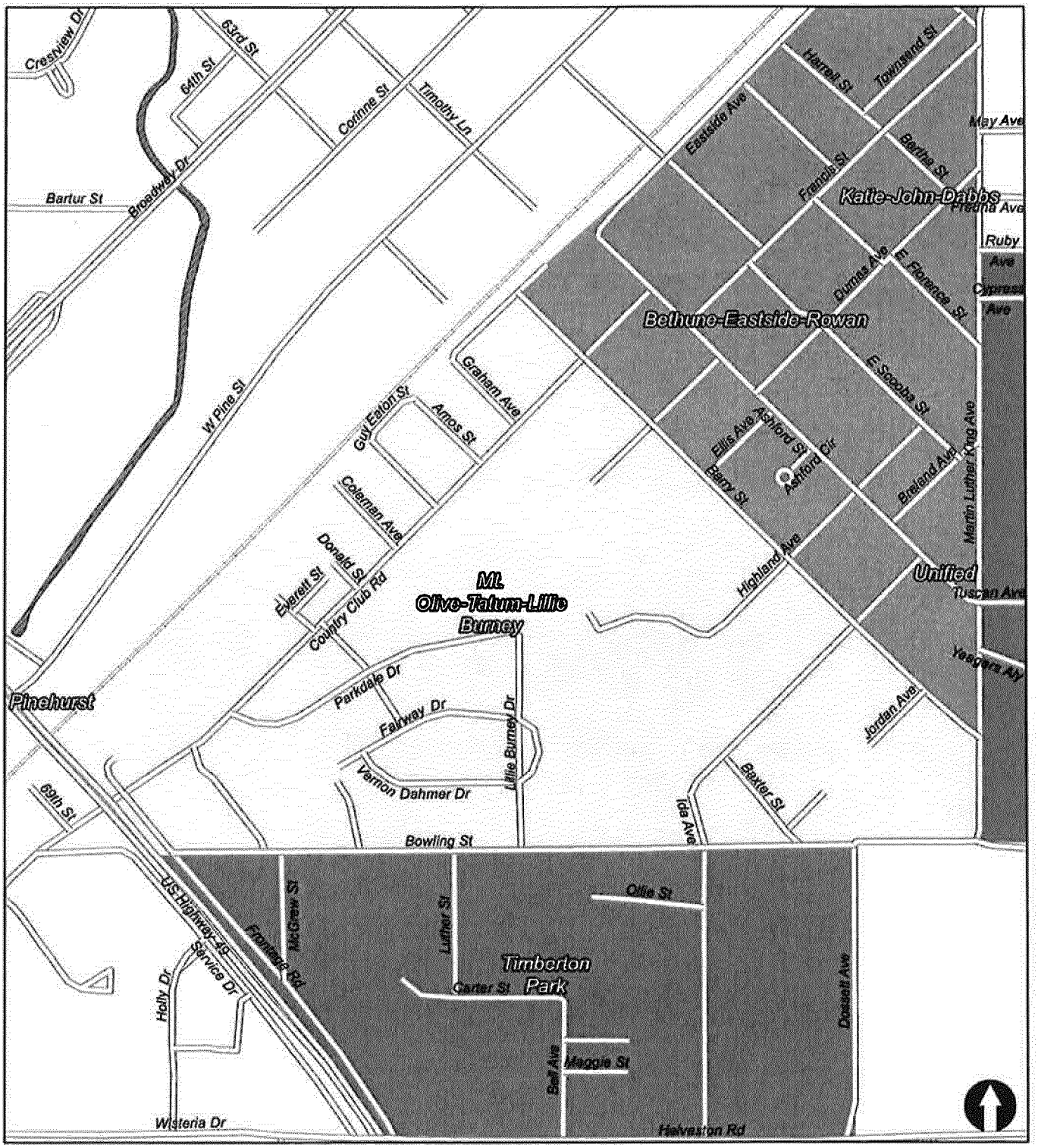
Hattiesburg Neighborhood Associations

MT. OLIVE-TATUM-LILLIE BURNEY



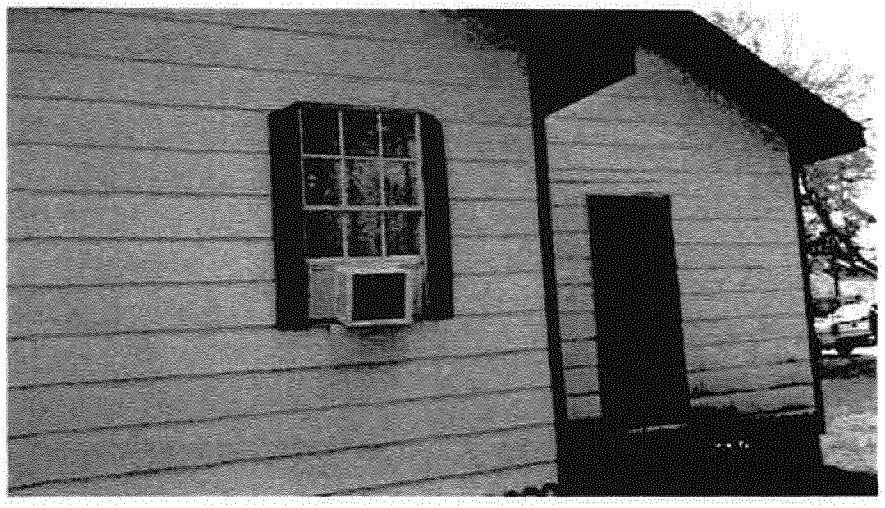
hattiesburgis

Map provided by the GIS Division of the HPFL Metropolitan Planning Organization Department of Federal & State Programs City of Hattiesburg, Mississippi

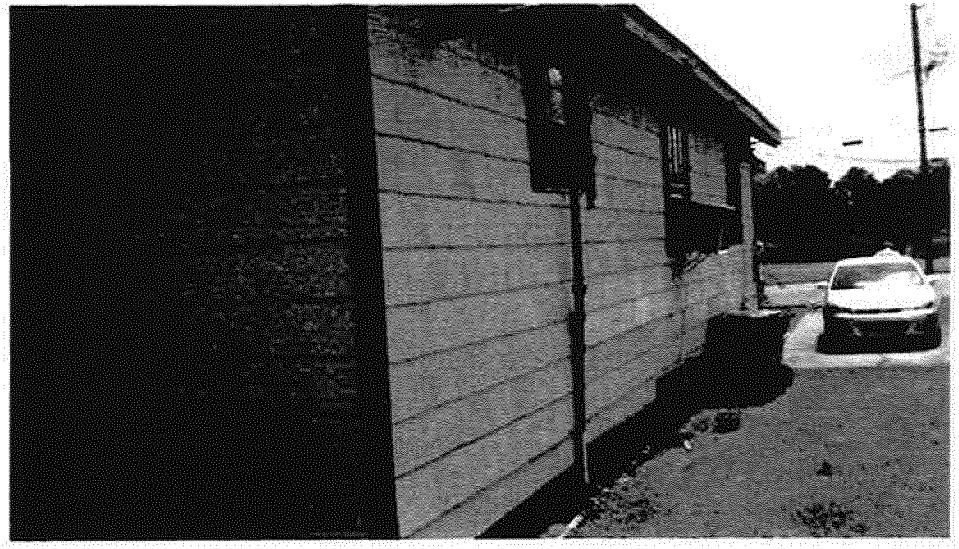
Onsite Photos

Side A

Side C

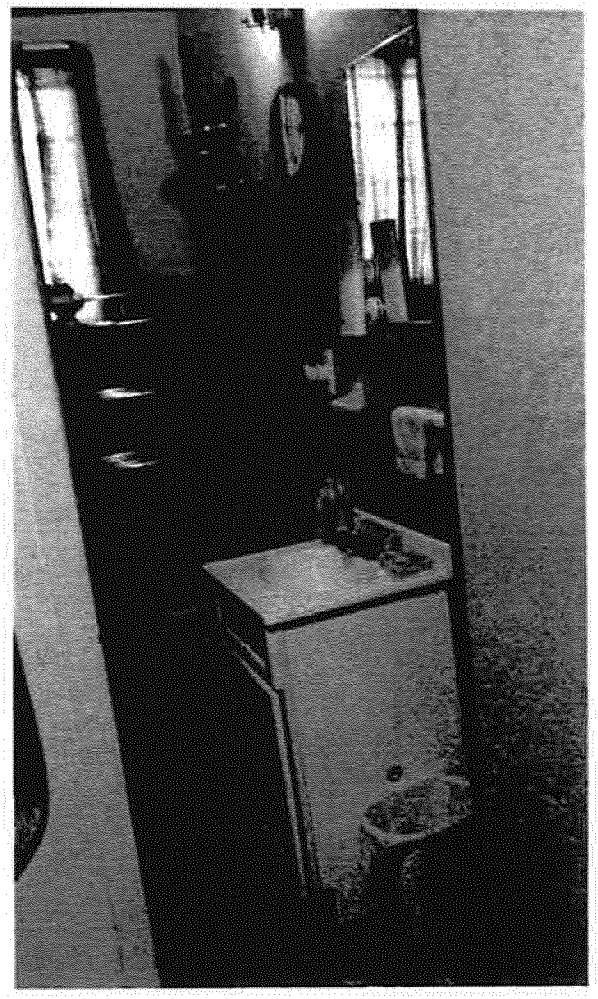


Side D

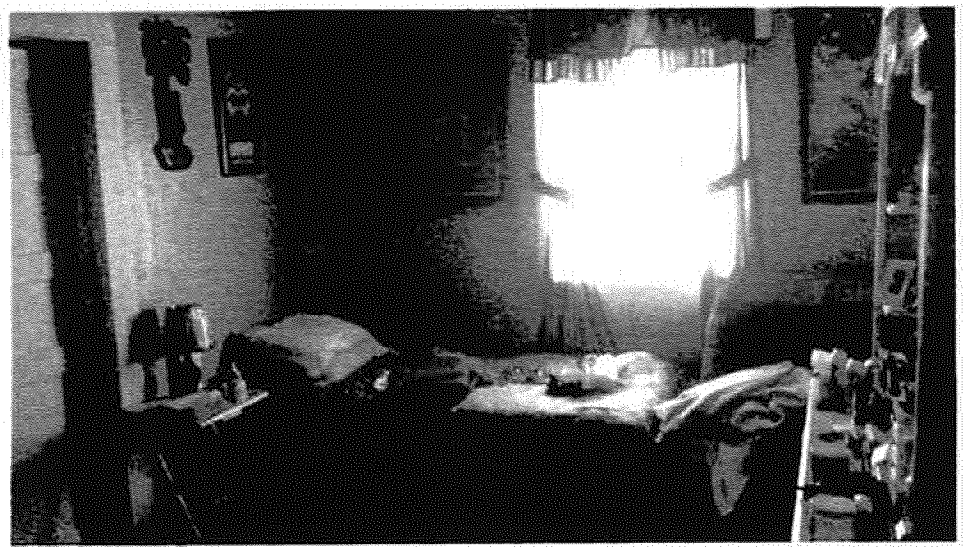


Bedroom 1

Bathroom 1

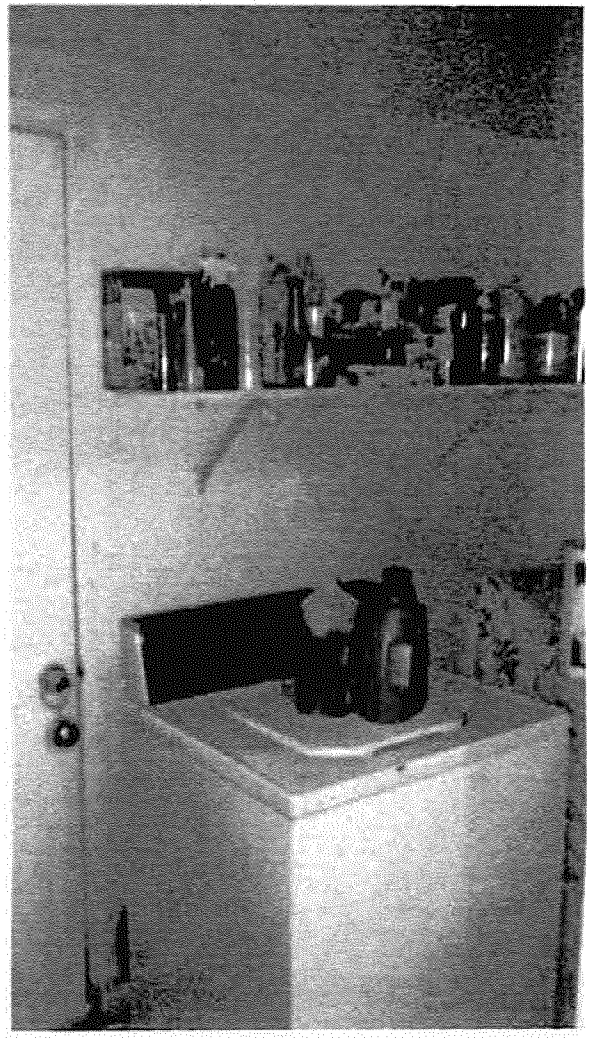


Bedroom 2

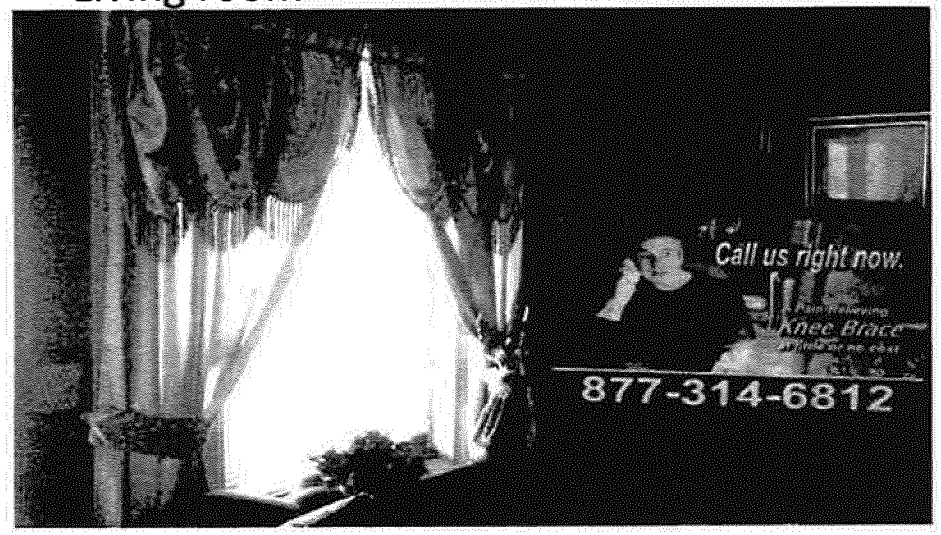


Bedroom 2

Washroom

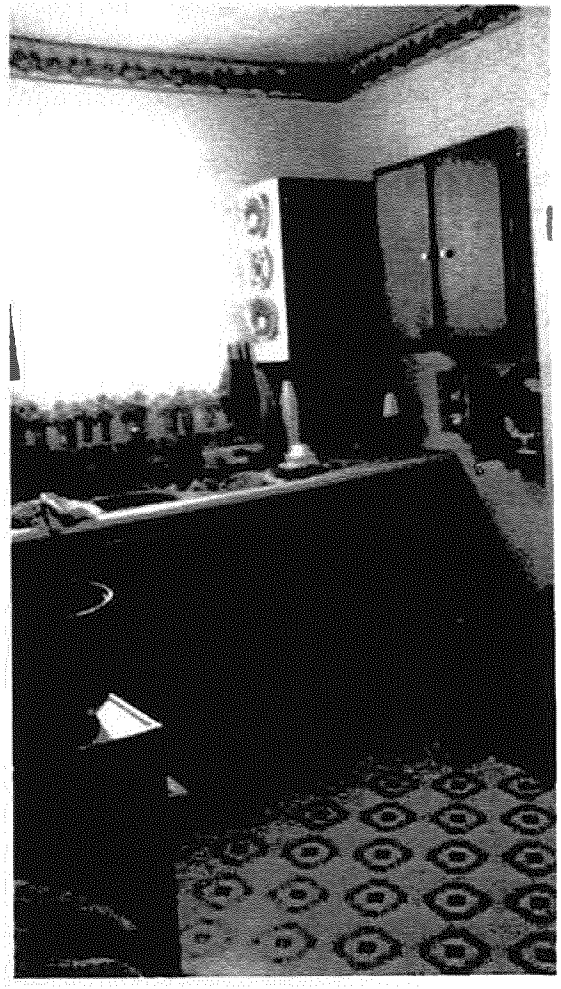


Living room



Dining room

Kitchen



Breakthrough Community Services, Inc.
1313 Country Club Road • Hattiesburg, MS 39401 • 601-582-3475

WORK WRITE-UP

Homeowner: Breakthrough Community Services **Phone:** 601-582-3475
Address: 1205 Country Club Road
Project Type: ☐ Rehab ☒ Repair ☐ Special Project
Special Classifications: ☐ N/A ☐ Historic District ☐ 50 Years + ☐ Flood Zone ☐ Lead ☐ Asbestos

Completed and Approved By:
Housing Counselor:
Project Manager:
Reviewed and Approved By:

Contract Date: Date:
Contractor: 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
	EXTERIOR (GENERAL)	
1.	Seal all cracks and holes.	_____
2.	Clean house (wash down, spray wash if paint does not have lead in it).	
	EXTERIOR (FRONT OF HOUSE)	
1.	Replace deteriorated boards on front porch.	_____
2.	Secure guard rail with post from the porch to ceiling.	
3.	Handrails on both sides of steps.	
4.	Repour steps (if Marvin's store does not have a pair).	
5.	Replace beam running along center of porch and straighten and add piers as needed.	
6.	Replace deteriorated soffit.	
7.	Replace deteriorated light fixture.	
8.	Replace house numbers where they are readable.	
9.	Add a back flow preventer on faucet.	
	EXTERIOR (RIGHT SIDE OF HOUSE)	
1.	Replace deteriorated soffit .	_____
2.	Replace deteriorated siding.	
3.	Replace deteriorated corner board at right rear.	
	EXTERIOR REAR (BACK OF HOUSE)	
1.	Replace deteriorated steps, bring up to code.	_____
2.	Replace deteriorated corner board.	
3.	Repair deteriorated floor at edging at back of house.	
4.	Replace storm door.	
	EXTERIOR (LEFT SIDE)	
1.	Remove water heater vent pipe from outside wall and extend it through the roof.	_____
2.	Replumb all pipes (water line).	
3.	Reroute vent pipe from in front of window.	
4.	Replace deteriorated rafter over kitchen windows.	
5.	Replace deteriorated soffit and fascia.	

PAGE TOTAL _____

6. Replace all skirting around house with vinyl siding.

ELECTRICAL

1. Rewire entire house and replace exterior services. _____

LIVING ROOM

1. Sheetrock walls. _____
2. Replace ceiling fan with new fan and light fixture.
3. New vinyl flooring in living room.
4. Replace all locks on doors and key alike.
5. Paint all doors, molding and trim.
6. Rehang front door to open and close and seal properly.

DINING ROOM

1. Refinish sheetrock in ceiling. _____
2. Sheetrock walls.
3. New vinyl flooring.
4. New counter top.
5. Paint all doors, molding and trim.
6. Replace deteriorated flooring.

KITCHEN

1. Replace deteriorated flooring. _____
2. New vinyl flooring.
3. Sheetrock walls, repair deteriorated ceiling joist and bracing.
4. Repair ceiling.
5. Refurbish cabinets.
6. Replace sink with a deeper sink.
7. Close opening in the kitchen.
8. Replace gas line to stove.
9. Replace ceiling with 4'fluorescent light.
10. Place fluorescent light over sink.

UTILITYROOM

1. New light fixture in room with water heater. _____
2. Replace water heater and bring up to code.
3. Paint walls and ceiling.
4. Replumb for washer
5. Install a vent for dryer out back wall.
6. Add deadbolt and peephole to back door.

BEDROOM #1

1. Replace bedroom door. _____
2. Remove gas heater and cap.

PAGE TOTAL _____

3. Replace ceiling fan with new fan and light fixture.
4. Sheetrock walls.
5. Replace door to hallway with new door and casing.
6. Paint door, molding, and trim.
7. Repair floor & install new vinyl

HALLWAY

1. Install new light fixture. _____
2. Paint walls, molding and trim.

BATHROOM

1. Install hardwired smoke detector. _____

BATHROOM #2 – (off kitchen)

1. Replace door with new 36' door and casing. _____
2. Replace toilet with new ADA toilet.
3. Add grab bar.
4. Refinish ceiling and sheetrock walls.
5. Replace bath tub and faucets.
6. Add new tub surround.
7. Refinish storage area.
8. Replace flooring with vinyl.
9. Replace light fixture with new light fixture.

BEDROOM #2

1. Refinish ceiling. _____
2. Replace ceiling fan with new fan and light fixture.
3. Sheetrock walls.
4. Repair deteriorated flooring.
5. Place 4 x 6 beam under bedroom floor.
6. Install vinyl flooring.
7. Remove gas heater and cap.
8. Replace door units.

BEDROOM #3

1. Replace door unit. _____
2. Rebuild ceiling and install sheetrock.
3. Replace ceiling fan with new fan and light fixture.
4. Sheetrock walls.
5. Remove door and fill in; cover with sheetrock.
6. Install attic entrance in bedroom #3.
7. Refurbish closet and add doors.
8. Paint all doors, molding and trim.
9. Remove gas heater and cap.

PAGE TOTAL _____

10. Repair floor and add a beam under floor.

GENERAL (INTERIOR)

1. Replace all ten (10) windows with aluminium insulated windows. All bedroom windows to meet code. _____
2. Install electric heating and air unit in hall next to dining room.

ATTIC

1. Insulate to R30. _____

ROOF

1. Add two (2) 14" turbin vents to roof. _____

REHABILITATION COST BREAKDOWN

JOB	COST
GENERAL EXTERIOR	
EXTERIOR – FRONT OF HOUSE	
EXTERIOR – RIGHT OF HOUSE	
EXTERIOR – BACK OF HOUSE	
EXTERIOR – LEFT SIDE OF HOUSE	
LIVING ROOM	
DINING ROOM	
KITCHEN	
UTILITYROOM	
BEDROOM #1	
HALLWAY	
BATHROOM	
BEDROOM #2	
BEDROOM #3	
ROOF	
ATTIC	
ELECTRICAL	
TOTAL ESTIMATED COST	

	PROJECTED COST
LEAD BASED PAINT	
ASBESTOS	
REHABILITATION	

PAGE TOTAL _____

TOTAL	

Received By:

Code Administrator _____ **Date:** _____

Homeowner: _____ **Date:** _____

Received By:
CFM Floodplain Manager _____ **Date:** _____

Contractor: _____ **Date:** _____

Base Flood Elevation Certificate Needed? Yes ( ) No ( )

PAGE TOTAL _____

City of Hattiesburg, MS

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

Master

File Number: 2014-1054

File ID:	2014-1054	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/15/2014
Brief Title:	CHDO Agreement - Community Connections - Barkley/Johnston			**Final Action:**	04/22/2014
				Minute Book Number:	MB2014-116

Title:

Authorize the Mayor to execute, in triplicate, HOME Grant Agreement between Community Connections, Inc. and the City of Hattiesburg for the development of an affordable housing unit at the Southeast corner of the intersection of Barkley Road and Johnston Street (address TBD) utilizing HOME CHDO Set-aside funds in an amount not to exceed $60,000. {Entitlement}

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Agreement - Community Connections - Barkley Estates Lot 1 - April 2014, Exhibit B Documents for April 22 2014 CHDO Agreement - Community Connections, Executed Agreement - Community Connections - Barkley Estates Lot 1 - April 2014	**Enactment Number:**	
Contact:		**Meeting Date:**	04/22/2014
Drafter:	Anita Bratcher	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014	Authorize				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Authorize the Mayor to execute, in triplicate, HOME Grant Agreement between Community Connections, Inc. and the City of Hattiesburg for the development of an affordable housing unit at the Southeast corner of the intersection of Barkley Road and Johnston Street (address TBD) utilizing HOME CHDO Set-aside funds in an amount not to exceed $60,000. {Entitlement}

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

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

Nays: 0

Yea:	5	Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2014-1054

Title

Authorize the Mayor to execute, in triplicate, HOME Grant Agreement between Community Connections, Inc. and the City of Hattiesburg for the development of an affordable housing unit at the Southeast corner of the intersection of Barkley Road and Johnston Street (address TBD) utilizing HOME CHDO Set-aside funds in an amount not to exceed $60,000. {Entitlement}

Summary

CHDO Agreement - Community Connections - Barkley/Johnston

Budget Information

Expenditure Type

Purchasing Item

Publication Information

HOMEOWNERSHIP AGREEMENT BETWEEN THE
CITY OF HATTIESBURG
AND COMMUNITY CONNECTIONS

THIS AGREEMENT, entered into this **22nd** day of **April**, **2014** by and between the City of Hattiesburg (hereinafter referred to as the "CITY"), and **Community Connections, Inc.**, a nonprofit corporation (hereinafter referred to as the "DEVELOPER") whose principal office is located at **215 Mobile Street, Hattiesburg, MS.**

WHEREAS, the CITY is a recipient of HOME Investment Partnerships grant funds from the United States Department of Housing and Urban Development (HUD) pursuant to 24 CFR 92; and

WHEREAS, the CITY wishes to engage the DEVELOPER to assist the City in utilizing such funds;

WHEREAS, the DEVELOPER has been selected to utilize HOME funds to develop and sell **One (1)** single-family home(s) to income eligible household(s) as outlined in this agreement;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Exhibits, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

a. **CITY** – is hereby defined as the Department of Federal and State Programs the agency administering the HOME Program for the CITY of Hattiesburg. For the purpose of this Agreement and all administration of HOME funds, the CITY shall execute fiscal and programmatic control of this agreement. The term "Approval by the CITY" or like term used in this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation under State or local law or regulation.

b. **CHDO** – Community Housing Development Organization as defined in 92.2 of the HOME rule.

c. **DIRECTOR** – is hereby defined as the Director of the Department of Federal and State Programs of the CITY of Hattiesburg.

d. **DEVELOPER FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for the professional, technical and construction services rendered pursuant to this Agreement.

e. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described herein.

f. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

g. **IDIS** – Integrated Disbursement and Information System.

h. **PROJECT COMPLETION** – the project has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed, the CITY has signed off on all work and the work has been performed to the satisfaction of the CITY, the CITY has received all required documents from the DEVELOPER and the project is fully occupied by income eligible households. All documents that enforce the affordability period must be recorded.

Section II – Term of Agreement

The term of this Agreement shall commence on **April 22, 2014.** The Project Completion deadline shall be **August 1, 2015. T**he term of the Agreement shall expire at the fulfillment of the affordability period, herein identified as **fifteen (15) years**, which is **August 1, 2030**, unless terminated earlier as provided for herein.

The CITY shall provide HOME funds in an amount not to exceed **$60,000.00**, in accordance with the attached budget hereby attached as **Exhibit A**.

The DEVELOPER expressly agrees to complete all work required by this Agreement in accordance with the timetable set forth.

Project Start Date: **04/22/2014**

Project Completion Date: **08/01/2015**

Interim Milestones/Deadlines (list below):

Milestones	***Projected***	***Deadline***
Property acquired/closed	08/01/2014	10/01/2014*
Lot properly subdivided to allow permitting	09/15/2014	12/01/2014
Construction financing secured/Loan closed	11/01/2014	12/01/2014
Plans/specs completed & Permitting secured	09/15/2014	11/01/2014
Construction started	11/01/2014	02/01/2015*
Framing and roofing complete	01/01/2015	03/01/2015
Electrical and Plumbing rough-in complete	02/01/2015	04/01/2015

Milestones (continued)	*Projected*	*Deadline*
Construction estimated at 50% complete	02/01/2015	04/01/2015*
Interior and exterior finishing complete	04/01/2015	05/01/2015
Landscaping complete	04/01/2015	05/01/2015
Construction complete w/ Certificate of Occupancy	04/01/2015	05/01/2015*
Marketing Begins	11/01/2014	02/01/2015
Marketing Complete/Qualified Buyer Identified	04/01/2015	06/01/2015*
Buyer Closing	06/01/2015	08/01/2015*

* - marked deadline dates indicate deadlines that, if missed, will result in either the cancellation of the project, partial or full loss of the developer fee available, and/or required conversion of the project from Homebuyer to Rental as determined by this agreement and the City of Hattiesburg's CHDO Program Policies & Procedures.

1. This project is subject to ongoing affordability requirements of the HOME program. The affordability period for this project shall be **15** years from the date the project has been completed, including the project being sold to an eligible buyer. The Provisions of this Agreement shall remain in effect for the affordability period. During this compliance period, the DEVELOPER will assure continued compliance with the HOME requirements for homebuyer units. This includes monitoring units for principal residency and recapture of funds if the property is sold and is no longer the primary residence of the homebuyer.

2. Timely completion of the work specified in this agreement is an integral and essential part of performance.

3. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this Agreement, it is understood and agreed by the DEVELOPER that the PROJECT will be completed as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the project will not be delayed.

4. Failure to meet these deadlines can result in cancellation of this Agreement and the revocation of HOME funds.

5. Since it is mutually agreed that time is of the essence in regard to this Agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this Agreement, in order to ensure that the PROJECT will be completed according to the timetable set forth. It is intended that such provisions inserted in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the CITY and enforceable by the CITY against the DEVELOPER and its successors and assigns to the project or any part thereof or any interest therein.

6. In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by the DEVELOPER; the CITY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY promptly in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Scope of Work

A detailed scope of work is attached as **Exhibit B**. The DEVELOPER, in close coordination with the CITY, shall perform all professional services (the "WORK") necessary to complete the development and occupancy of the following project in full compliance with the terms of this Agreement:

Project Description:
Project calls for the construction of a single-family home on a lot to be subdivided from a larger parcel at the Southeast corner of the intersection of Barkley Road and Johnston Street to be sold to a low- to moderate-income qualified buyer. The home is a three-bed, two-bath design consistent with properties in the neighborhood developed by the same developer. The attached scope of work in Exhibit B includes conceptual drawings and site plans to guide the development, which also requires proper approval and permitting by the Department of Urban Development. Fixtures and amenities are to be those common to affordable housing and shall not include items deemed unnecessary luxury. Amenities include central heat & air conditioning, range/oven, hood fan, disposal, laundry hookups (no units), dishwasher, ceiling fans where appropriate, tile and carpet flooring or other material types as approved.

Project Addresses: **Exact address to be determined, but will lie in the 500 block of Barkley Road on the South side of the street, at the corner of Barkley Road and Johnston Street.**

Legal Description:
Parcel to be subdivided prior to construction.* Final lot size will be consistent with lot sizes on the Southwest corner.
COM AT THE NWC OF SEC 26 FOR POB S220.65 N89 DG E486 N216.4 TO THE NORTH LN OF SEC 26 N89 DG WEST ALG THE NORTH LN OF SEC 26 FOR 486 BACK TO POB CON 2.44 AC M/L 633/486 5/9
PREV #:1126114
B813 P740 4-1-99

1. It is understood that the DEVELOPER has provided a specific working budget, **Exhibit A** and realistic timetable, **which is also reflected in Section II, herein,** as it relates to:

acquisition, construction/rehabilitation, soft costs, development fee, closing costs, and other allowable costs/activities prior to any fund usage. Said budget shall identify all sources and uses of funds and allocate HOME and non-HOME funds to activities or line items.

2. The Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal as received by the CITY on **March 26, 2014**. The aforementioned document will be considered to be a part and portion of this Agreement for reference**, but as certain specifics may have been negotiated, the details outlined in the Agreement outweigh those in the proposal document in the case of any discrepancies.**

Section IV – Reimbursement of Expenses

1. Project expenses (excluding Developer fee) shall be paid based on vouchers for actual expenses incurred or paid by the DEVELOPER. Requests for payment must be submitted by the DEVELOPER on forms specified by the CITY **(see Chapter 5.3 of the CHDO Policies & Procedures)** with adequate and proper documentation of eligible costs incurred in compliance with 92.206 and necessary for reporting to HUD in IDIS. All such expenses shall be in conformance with the approved Project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved Project budget. The City will inspect all work to ensure that the work has been completed in accordance with the contract. The CITY shall pay on a reimbursement basis as funds are needed for eligible cost and expenses are incurred.

    a. The DEVELOPER shall submit a HOME Program Request for Payment Form for reimbursement of Eligible Costs. Eligible Costs shall mean those costs provided for in the Budget for the Project. The CITY Inspector will perform a site visit to inspect the work and ensure that the costs have been incurred and the work is eligible for payment.

    b. Upon the CITY's acceptance of a properly submitted Request for Payment form for reimbursement of Eligible Costs and a determination by the Department that the work has been properly completed, the CITY will process the payment. The CITY shall pay the DEVELOPER within thirty (30) calendar days from receipt of the Request for Payment if there are no outstanding documents and all work has been completed.

2. The CITY will retain 10% of each project payment draw until Project completion. The DEVELOPER must submit a final invoice upon completion. Final payment shall be made after the CITY has determined that all services have been rendered, files updated, documentation delivered, required reports completed, receipts submitted along with final invoices, releases of liens, final inspection and Certificate of Completion and units have been placed in service in full compliance with HOME regulations, including submission

of a completion report and occupancy of no less than one (1) unit, the CITY will release the final 10% withheld. Refer to section VI (4) of this Agreement for payment of developer fees.

3. The CITY reserves the right to inspect records and Project sites to determine thatreimbursement and compensation requests are reasonable. The CITY also reserves the right tohold payment until adequate documentation has been provided and reviewed.

4. The CITY shall have the right to review and audit all records of the DEVELOPER pertaining toany payment by the CITY. Said records shall be maintained for a period of five years afterthe affordability period ends.

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFRPart 92. In addition, the DEVELOPER must comply with the following requirements specific to this project, including but not limited to, the following:

1. No HOME project funds will be advanced, and no costs can be incurred, until the CITY has conducted an environmental review of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

2. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review and receipt by the CITY of a release of funds from HUD under 24 CFR Part 58.

3. Further, the DEVELOPER will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the Agreement.

4. HOME funds advanced to the project will be secured by a note and mortgage, and a land covenant as required by 24 CFR Part 92.

5. The DEVELOPER will ensure that any expenditure of HOME funds will be in compliance with the requirements at 92.206, and acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.

6. The DEVELOPER will not acquire property that is occupied. All properties acquired under this program must be vacant or occupied by the seller. All acquisitions under this program are voluntary acquisitions. If the project is occupied at the time of this commitment, the DEVELOPER, using non-HOME funds, will comply with the

relocation requirements of 24 CFR 92.353. The DEVELOPER will provide the seller with a voluntary acquisition notice if the property is being purchased with HOME funds.

7. The DEVELOPER shall assure compliance with 24 CFR 92.251 as relates to Property Standards and local codes, Accessibility Standards under 24 CFR 92.251(a)(3), Model Energy Code standards, as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

8. The DEVELOPER will be monitored by the CITY for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files and the project site as requested by the CITY during the project term and for five (5) years after the affordability period ends.

9. The DEVELOPER shall ensure that any contractor, subcontractor or participant awarded work under this contract has not been debarred, suspended or determined ineligible to perform work funded by HUD. To determine if a contractor, subcontractor or participant has been debarred, suspended or determined ineligible go to: https://www.epls.gov/.

10. The DEVELOPER (as a CHDO) may retain proceeds as defined in 24 CFR 92.2 from the grant funds provided under this Agreement. The proceeds are to be used for eligible affordable housing activities to benefit low-income families.

11. The DEVELOPER agrees that any news release, article, public service announcement or advertisement or any other type of publicity pertaining to this Project (program literature, brochures, project sign and letterhead) must recognize the City of Hattiesburg and the U.S. Department of Housing and Urban Development HOME Investment Partnerships Program as providing funds for this Project.

12. Subsidy layering. Before committing funds to a Project, the CITY or the DEVELOPER must evaluate the project and will not invest any more HOME funds, in combination with other governmental assistance, than is necessary to provide affordable housing. The cost of this review will be borne by the CITY or the DEVELOPER and this expense may be eligible for reimbursement by HOME funds provided under this Agreement. The DEVELOPER is responsible to ensure that the costs are reasonable.

13. The Developer will include green features, universal design features in its projects to greatest extent feasible and will ensure that all appliances are energy star rated appliances.

14. The CITY will take a 2nd or higher position on its mortgage if required by other funding sources to ensure the feasibility and development of the Project.

15. All claims, disputes and other matters in question arising out of, or relating to, the construction Agreement or the breech thereof, and except for the claims which have been waived by the making or acceptance of the final payment shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American

Arbitration Association, unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

16. The maximum per unit subsidy that may be invested on a per-unit basis in affordable housing may not exceed the per-unit dollar limitations established under section 221(d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the area in which the housing is located.

17. Affordability period.

Homeownership assistance HOME amount per-unit	**Minimum period of affordability in years**
Under $15,000	5
$15,000 to $40,000	10
Over $40,000	15

The funds provided to eligible households to make the unit affordable under this program are subject to affordability requirements in accordance with 92.254. During the affordability period the homebuyer must maintain the home as his/her principal place of residence at all times. The assistance is forgiven 20%, 10% or 7% a year over the affordability period. At the end of the affordability period the mortgage lien is released in full if the owner has complied with all of the terms of the program.

18. The DEVELOPER will also comply with the CITY of Hattiesburg's minority outreach WBE/MBE program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into with such persons or entities, public and private, in order to facilitate the activities of the CITY to provide affordable housing.

19. The CITY has the right to reject participation in the project from any contractor that has done previous business with the CITY and has failed to comply with the requirements of the program or who has been involved in litigation with the CITY.

20. All housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at Part 35, Subparts A, B, J, K, M and R of this title outlined in 92.355.
21. The DEVELOPER must have developed a waiting list of buyers that are determined eligible by the CHDO under the HOME program requirements. There shall be no less than one (1) eligible buyer for each unit to be sold.

22. Units that do not have a ratified sales contract within six months (6) after the Certificate of Occupancy has been issued must convert to rental. The DEVELOPER must notify the CITY that the units have remained unsold for the six-month period. No later than 30 days after the six-month period, the CITY will execute a rental agreement with the DEVELOPER for the CHDO's day-to-day management and administration of the rental unit(s) in compliance with 92.252. This agreement serves as acceptance on the part of the DEVELOPER of the responsibilities of a Rental Project should the DEVELOPER fail to sell the units, and the DEVELOPER herein acknowledges receipt of the City of Hattiesburg's standard agreement related to HOME-funded rental projects, which the DEVELOPER agrees to execute. Failure or refusal by the DEVELOPER to execute such a document will result in the required repayment of all HOME funds.

23. The homebuyer will maintain adequate hazard and flood insurance coverage, if applicable, on the property acquired, during the affordability period and will name the City of Hattiesburg as an additional insured.

24. The DEVELOPER will ensure that all HOME assisted units meet the following requirements:
    a) The housing must be single-family housing or condominiums. No manufactured housing is allowed to be purchased under this program.

    b) The housing must be modest housing as follows:

        1. In the case of acquisition of newly constructed housing or standard housing, the housing has a purchase price for the type of single-family housing that does not exceed 95 percent of the median purchase price. In the case of acquisition with rehabilitation, the housing has an estimated value after rehabilitation that does not exceed 95 percent of the median purchase price for the area as set forth in 24 CFR Part 92.254(a), but subject to change. The most current HUD limits can be found at:

http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/maxprice.cfm

25. Type of Ownership: The property must be acquired in fee simple title by both the DEVELOPER and, subsequently, the HOMEBUYER.

26. Accessible units: the DEVELOPER will incorporate accessibility features, universal design and green features to the units that will be developed. All appliances must meet energy star requirements.

27. In the event that a HOMEBUYER sells the home, rents the home, or fails to keep the home as their primary residence or if the home is foreclosed during the affordability period, then the HOME assistance to the buyer (entire loan amount-less forgiven amount)

will be recaptured by the CITY. If the net proceeds are sufficient (amount of proceeds remaining after any superior loans plus any legal fees and closing costs are paid) the proceeds will be used to repay the HOME assistance.

28. Consequently, if the proceeds exceed the loan amount as set forth herein, the HOMEBUYER will be entitled to retain any remaining proceeds of the sale. If there are no net proceeds, then no repayment will be required. The recaptured funds must be returned to the CITY immediately upon receipt, but no later than 30 days after receipt by the DEVELOPER. The DEVELOPER shall identify the original buyer including the property address associated with the recaptured funds.

29. The housing must be acquired by a HOMEBUYER whose household qualifies as a low-income household and the housing must be the principal residence of the household throughout the affordability period. Low income is defined as households whose income does not exceed 80% of the area median income as defined by HUD and adjusted for household size. The household will be determined income eligible in accordance with IRS 1040 adjusted gross income as outlined in 92.203 (b) (3). The DEVELOPER is responsible for qualifying the household as income eligible for assistance. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD "Technical Guide for Determining Income and Allowances under the HOME Program found at: http://www.hud.gov/offices/cpd/affordablehousing/library/modelguides/2005/1780.cfm.

30. Once initial eligibility of the HOMEBUYER is determined, the DEVELOPER is required to:

    a) Submit the income verification information to the CITY for review. The CITY will notify the DEVELOPER that it concurs with the applicant's eligibility for the program and the CITY will provide written approval for the DEVELOPER to issue an award letter to the applicant.

       Income verifications under the HOME program must be dated no earlier than six (6) months prior to receipt of assistance. After six months, applicant verifications must be redone and household income must be recalculated to determine that the household still meets the income requirements.

    b) Collect and maintain project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households in order to determine low and moderate-income benefit in a cumulative and individual manner.

31. The CITY retains the right to withhold payment if the DEVELOPER fails to carry out the activities authorized under this Agreement in accordance with the timeline and schedule provided. Time is of the essence under this Agreement and the HOME program sets specific deadlines for reporting of expenditure of funds. The DEVELOPER must comply with the timeframes stipulated under this Agreement and in the event that the project

cannot be completed on schedule, the DEVELOPER must immediately notify the CITY. Refer to Section II (6) for factors beyond the DEVELOPER'S control. Specific penalties for non-performance are outlined in Section VI (8) of this Agreement.

32. In the selection of occupants for Project units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350.

33. The DEVELOPER will comply with the City of Hattiesburg's Affirmative Fair Housing Policy in marketing the homes for sale.

    a. The DEVELOPER will use the Fair Housing and Equal Opportunity Logo in all of its advertising for properties built with HOME funds.

    b. The DEVELOPER will post a Fair Housing poster in its office in a location that is visible to the public being served under the HOME program. For a Spacing copy of the poster go to: http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_7802.pdf

    c. All advertising, applications and marketing tools prepared by the DEVELOPER for the sale of HOME assisted units shall include the following language "We comply with the Fair Housing Law. Our office does not discriminate on the basis of race, color, national origin, religion, sex, familial status or disability".

    d. The DEVELOPER will provide all program participants with a copy of the "Fair Housing Equal Opportunity for All" brochure. A copy of the brochure can be found at: http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12146.pdf

34. The CITY shall record a mortgage and note on the property when sold for the affordability period in compliance with 24 CFR 92.254 and that the CITY will monitor each unit for principal residency on an annual basis.

35. Each year, the DEVELOPER will mail a form letter to the HOMEBUYER requesting that they confirm their continued occupancy of the property for the term of the affordability period. The form shall be retained in a file by the DEVELOPER as documentation that the unit remains occupied by the original HOMEBUYER. These files shall be available to the CITY upon request.

Section VI - Funding and Method of Payment

1. The DEVELOPER may be obtaining funding for the project from various sources. The maximum amount payable by CITY under this Agreement shall be **$60,000.00, of which, $54,000.00 shall be available for project-specific development costs, and $6,000.00 shall be the maximum amount available as a Developer Fee according to Section VI, paragraph 7, below.** The City's payment shall always be a proportionate share of all funds invested in the project. The HOME Funds provided by CITY to the DEVELOPER shall be in the form of a deferred payment forgivable loan, 0% interest, forgiven pro rata over the course of the affordability period. At Loan closing, the DEVELOPER shall

execute and CITY shall record, at the DEVELOPER's expense, in the Public Records of Forrest County, Mississippi, a Deed of Trust to ensure that the HOME assisted units are sold to income eligible buyers. This mortgage, note and restrictive covenant will be released as units are sold to income eligible buyers, which will be required to accept a similar Deed of Trust for an appropriate affordability period.

2. Project expenses (excluding DEVELOPER Fees) shall be paid on a reimbursement basis based on vouchers for actual expenses incurred or paid by the DEVELOPER. Requests for payment must be submitted by the DEVELOPER on forms specified by the CITY **(see Chapter 5.3 of the CHDO Policies & Procedures)** with adequate and proper documentation of eligible costs incurred in compliance with 92.206 and necessary for reporting to HUD in IDIS. All such expenses shall be in conformance with the approved Project budget. Budget revision and approval by the CITY shall be required prior to payment of any expenses not conforming to the approved project budget.

3. Payment request shall not exceed one payment per month and payments must be submitted along with any progress reports required by the CITY. The CITY retains the right to withhold payment for missing and incomplete progress reports.

4. The CITY will retain 10% of each payment draw until Project completion. When the DEVELOPER submits all required documentation for final payment including; but not limited to, a project completion report, receipts, final invoices and HOMEBUYER information, releases of liens, final inspection and Certificate of Completion from the building department, the CITY will release the final 10% withheld.

5. The CITY reserves the right to inspect records and the Project site to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

6. The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five (5) years after the affordability period ends.

7. DEVELOPER Fee

   A DEVELOPER'S Fee is compensation to the developer for the time and risk involved to develop the project. It is typically based on the size of the project, the total development cost and the risk associated with the project. The DEVELOPER's fee is expressed as a percentage of the total **HOME-investment portion of** the development cost. DEVELOPERS who perform work in a timely fashion and comply with the timelines outlined in the Agreement will receive a DEVELOPER's fee of no more than 10% of the total HOME funds awarded under the Agreement.

   The DEVELOPER fee will be paid as follows:

a) 50% of the DEVELOPER fee will be paid when the project is 50% completed based on the timeline in the Agreement. The DEVELOPER must meet the threshold requirements as stated in the Agreement and the fee will be approved for payment by CITY staff based on a review of project status, documentation submitted and inspections passed.
b) The final 50% of the DEVELOPER fee will be paid when the project is 100% completed as defined below ***and***

   1. For rental projects, no less than 75% of the units are occupied and leased.
   2. For homeownership projects, 100% of the units have been sold to eligible households.

   For the purpose of complying with this requirement, completion shall mean that all necessary construction work has been completed and the project has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed and the project is ready for occupancy.

8. Project Penalties

   Time is of the essence in the completion of all projects under the HOME program. DEVELOPERs who do not perform in accordance with the timeline and budget stipulated in the Agreement will be subject to penalties for lack of performance. The CITY will closely monitor performance and will enforce the following penalties when the CHDO fails to carry out its contractual obligations under the Agreement.

   a) For new construction projects that involve site acquisition:
      1. Failure by the DEVELOPER to provide a warranty deed showing ownership and title to property according to the timeline stipulated in the Agreement will result in the cancellation of the Agreement. The Agreement will be null and void and no compensation will be paid to the DEVELOPER for expenses incurred related to the acquisition of the property.

   b) For existing properties already owned by the DEVELOPER
      1. Failure by the DEVELOPER to provide an active building permit issued by the City of Hattiesburg building department within the timeline stipulated in the Agreement will result in the cancellation of the Agreement. The contract will be null and void and no compensation will be paid to the DEVELOPER for expenses incurred up to the date that the Agreement is cancelled or thereafter.

   c) Failure by the DEVELOPER to meet the 50% completion timeline outlined in the Agreement will result in a loss of 50% of the total DEVELOPER fee approved under the Agreement.

   d) Failure of the DEVELOPER to complete 100% of the project within the timeline specified in the Agreement will result in:

1. A 50% reduction of the DEVELOPER fee authorized under the terms of the Agreement **and**
2. Suspension of the CHDO from participation under the HOME program for not less than one (1) year after the date the project is completed, or the next CHDO reservation funding cycle, whichever occurs later.

e) The CITY retains the right to require a CHDO who has failed to comply with the terms outlined in the Agreement, to transfer title and ownership of the property to the CITYor an agency designated by the CITY to carry out the terms and conditions of the contract in a timely manner. The CITY will consider the CITY's total investment in the property, the stage of project construction, the feasibility that the project will be completed by the HOME program deadlines by the current developer, the date the project will be completed by the new developer and the timing for meeting a national objective up to and including occupancy of the unit. The decision to transfer the title of the property will be based on the decision that is in the best interest of the HOME program, the City of Hattiesburg and its residents. The final decision to transfer title of the property will require approval by the City of Hattiesburg City Council.

f) Developers that experience delays caused by reasons beyond their control in accordance with Section II (6) of this Agreement must submit the reasons for delay and supporting documentation in writing to the Program Director. Extensions will be reviewed by the Director in consultation with City staff. The DEVELOPER will be notified in writing of the department decision to approve the Project delay.

g) At the time that the CITY approves project delay, new timelines will be established for the Project in the form of an amendment to the existing contract. The DEVELOPER must comply with the new timelines. Failure by the DEVELOPER to comply with the new timeliness will trigger the penalties stated above.

9. The DEVELOPER shall have standards of financial accountability that conform to 24 CFR 84.21, "Standards for Financial Management Systems;"

10. HOME Funds shall not be reimbursed by the CITY until the funds are needed for the payment of Eligible Costs. All HOME Funds not expended within the term of this Agreement shall remain in the custody and control of the CITY. The CITY may reallocate unexpended HOME Funds to other HOME Program projects if approved for funding by the Governing Body.

11. The DEVELOPER shall pay its subcontractors and suppliers within thirty (30) days following receipt of payment from CITY for such subcontracted work or supplies, if all required and supporting documentation is provided and the work is completed in accordance with the contract documents.

12. For purposes of this section, Requests for Payment, reports and other documentation required under this Agreement, must be submitted within sixty (60) days of project completion. Reports submitted after that date may not be honored by the CITY, at the discretion of the CITY.

13. The DEVELOPER shall furnish to the CITY all reports required by HUD and such additional reports as may be necessary to comply with all applicable laws, regulations, guidelines, and conditions specified in this Agreement and further, the DEVELOPER and any contractors or subcontractors shall provide any other reports deemed necessary by the CITY.

14. The CITY, HUD or the Comptroller General of the United States or any of their duly authorized representatives shall at all times have the right and option to monitor, inspect, audit, and review the Developer's performance and operation of the HOME program to be performed under this Agreement; and in connection therewith, all of the above mentioned entities shall have the right to inspect any and all records, books, documents, or papers of the DEVELOPER, Contractor and the subcontractors of Contractor, for the purpose of making audit examination, excerpts and transcriptions.

Section VII - CHDO Proceeds

The City of Hattiesburg will allow CHDOs that utilize CHDO reservation funds to develop, rehabilitate, sell or rent housing benefiting income eligible households to retain project proceeds.

Definition of Project Proceeds:

Project proceeds are funds generated by the project and paid to the DEVELOPER from activities carried out with HOME funds. Projects proceeds include:

1. Proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with HOME funds or matching contributions;

2. Payments of principal and interest on loans made using HOME funds;

3. Proceeds from the sale of loans made with HOME funds;

4. Proceeds from the sale of obligations secured by loans made with HOME funds;

5. Interest earned on program income pending its disposition; and

6. Any other interest or return on the investment permitted under § 92.205(b) of HOME funds

All project proceeds received by the CHDO must be used for affordable housing activities to benefit low-income households.

The CHDO will be required to track the investment of project proceeds for housing activities to benefit low-income households. The CHDO must maintain supporting documentation related to the use of these funds for monitoring purposes.

Eligible Uses of Project Proceeds:

CHDOs allowed to retain project proceeds must use the funds for housing activities to benefit low-income families as required by 24 CFR 92.300(a)(2). Low-income households are defined as those that do not exceed 80% of the Area Median Income as established by HUD on an annual basis.

Affordable housing activities which may be funded with CHDO proceeds include, but are not limited to: emergency repairs, project operating costs and reserves, housing refinancing costs, CHDO operating expenses, and homebuyer counseling.

CHDO proceeds which are retained by a CHDO are not subject to the requirements of the HOME regulations, except for 24 CFR 92.300(a)(2). Thus, the Davis-Bacon Act, National Environmental Policies Act and Uniform Relocation Assistance and Real Property Acquisition Policies Act do not apply to the use of CHDO proceeds. However, because CHDO proceeds are derived from the expenditure of HOME funds, any activities which are funded with CHDO proceeds may not be contributed as match.

Section VIII – Repayment of Loan

1. All HOME funds are subject to repayment in the event the project does not meet the project requirements as outlined in this Agreement.

2. It is understood that upon the completion of the project, any HOME funds reserved, but not expended under this Agreement, will revert to the CITY.

3. Sale of the property to another party may occur only with the approval of the CITY. Provisions in those documents will provide for the extinguishment of the requirements only in the event of a third-party foreclosure or deed in lieu of foreclosure. The CITY will be a third party to the agreement between the DEVELOPER and the HOMEBUYER to ensure enforcement of the affordability requirements.

4. The DEVELOPER shall lend the HOME funds to the individual buyers as a subsidy in an amount sufficient to make the purchase affordable. Any HOME funds that reduce the price of the property below the fair market value of the property shall be secured by a HOME note and mortgage as required in 92.254(a)(5)(ii), using the note and mortgage prescribed or approved by the CITY and consistent with the method identified in the CITY's Consolidated Plan.

a. Prior to each closing with each HOMEBUYER, the DEVELOPER will provide to the CITY the preliminary settlement statement, along with the reconciliation statement and the draft note and mortgage. The reconciliation statement shall account for the pro-ration of HOME project funds to the individual unit, and identify those funds that are to be loaned to the buyer as "Buyer subsidies" secured by the HOME note, the pro-rated HOME development funds that are to be forgiven as "Development subsidies", and the amount of DEVELOPER fee or sales proceeds to be retained from settlement funds.

Section IX – CHDO Provisions

1. If the DEVELOPER is a CHDO, the requirements in this section apply to CHDO developers, sponsors and owners. It is understood that the DEVELOPER has certified that it is and will maintain CHDO status for the term of the AGREEMENT in accordance with 24 CFR 92. DEVELOPER agrees to provide information as may be requested by the CITY to document its continued compliance, including but not limited to an annual board roster and certification of continued compliance.

2. Any funds advanced as the CHDO as pre-development funds must be in compliance with 92.301, and are forgivable only under the terms in 92.301.

3. Any funds advanced to the CHDO as CHDO Operating Expenses must be expended in compliance with 24 CFR 92.208. The City of Hattiesburg can provide up to five (5) percent of its fiscal year HOME allocation for operating expenses to the CHDO. These funds may not be used to pay operating expenses incurred by a CHDO acting as a subrecipient or contractor under the HOME Program. Operating expenses means reasonable and necessary costs for the operation of the CHDO. Such costs include salaries, wages, and other employee compensation and benefits; employee education, training, and travel; rent; utilities; communication costs; taxes; insurance; equipment; materials and supplies. The requirements and limitations on the receipt of these funds by CHDOs are set forth in 92.300(e) and (f).

Section X – Procurement Standards

1. The DEVELOPER shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. The DEVELOPER's procurement procedures must be approved by the CITY. All costs will be reviewed by the CITY to assure reasonableness.

2. In addition, it is understood that any DEVELOPER that can be considered to be a religious or faith-based organization shall abide by all portions of 24 CFR 92.257.

Section XI – Conflict of Interest Provisions

1. The DEVELOPER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The DEVELOPER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

2. No persons who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

3. The conflict of interest provisions apply to any person, employee, agent, consultant, officer, or elected official or appointed official of the CITY. If it is determined that a conflict of interest exists, the CITY will be immediately notified. The CITY will follow the process outlined in 32.356 and request an opinion from HUD to determine if a conflict of interest exists.

4. No owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit or non-profit, including CHDOs when acting as an owner, developer or sponsor may occupy a HOME-assisted affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

5. The CITY may grant exceptions or forward the requests to HUD as permitted by24 CFR 92.356, 85.36 and 84.42, as they apply.

Section XII – City Responsibilities

The CITY shall furnish the DEVELOPER with the following services and information from existing CITY records and CITY files:

1. The CITY shall provide to the DEVELOPER information regarding its requirements for the Project.

2. The CITY will provide the DEVELOPER with any changes in HOME regulations or program limits that affect the project, including but not limited to, income limits, property value limits and rent limits.

3. The CITY will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the project, and will provide information to the

DEVELOPER regarding any progress inspections or monitoring to assist it in ensuring compliance.

4. The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances.

5. The CITY shall monitor, review, and evaluate the financial procedures of the DEVELOPER through documents submitted to the CITY and on-site monitoring. The DEVELOPER shall provide to the CITY such reports, and make available to the CITY such records that will be necessary for a proper financial evaluation. With reasonable notice (generally ten (10) working days) being given to the DEVELOPER, the CITY shall schedule at least one on-site visit during the term of said Agreement and other visits that may be needed.

6. The Department of Federal and State Programs, on behalf of the CITY shall monitor, review, and evaluate the DEVELOPER. Fiscal reports will be reviewed and evaluated in terms of the total budget and accomplishments in relationship to expenditures. With reasonable notice (generally ten (10) working days) being given to the DEVELOPER, the Department shall schedule at least one (1) on-site visit and other visits that may be needed during the course of said Agreement. At such times and in such forms as the CITY may require, there shall be furnished to the CITY such statements, records, data, and information as may be necessary.

7. Within a reasonable period of time (generally 45 days) after the monitoring visit, the Department of Federal and State Programs shall furnish to the DEVELOPER a letter and any necessary reports summarizing the monitoring visit. Such letters and reports will include any findings or concerns and recommendations for improvement.

8. The DEVELOPER shall have 30 days from the receipt of a financial or programmatic monitoring letter to address any findings or concerns. Should the concerns not be addressed in a manner acceptable to the CITY, this Agreement shall be terminated in accordance with the provisions for termination outlined in this Agreement.

9. Nothing contained herein shall relieve the DEVELOPER of any responsibility as provided under this Agreement.

Section XIII – Equal Employment Opportunity

During the performance of this contract, the DEVELOPER agrees as follows:

1. The DEVELOPER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national

origin. The DEVELOPER will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, familial status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the CITY setting forth the provisions of this nondiscrimination clause.

2. The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The DEVELOPER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the DEVELOPER's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The DEVELOPER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The DEVELOPER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

6. In the event the DEVELOPER is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the DEVELOPER may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

7. The DEVELOPER will include the provisions of this Agreement in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24,1965, so that such provisions will be binding upon each subcontractor or vendor. The DEVELOPER

will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Section XIV – Section 3 Compliance

The DEVELOPER agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

1. The work to be performed under this contract is subject to the requirements of Section3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The DEVELOPER will comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by the execution of this Agreement, the DEVELOPER certifies that they are under no contractual or other impediment that would prevent them from complying with 24 CFR Part 135 of the regulations.

3. The DEVELOPER, its contractors and subcontractors, if applicable agree to send to each labor organization or representative of workers with which the DEVELOPER, its contractors and subcontractors has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the DEVELOPER, its contractors and subcontractors commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The DEVELOPER, its contractors and subcontractors agree to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The DEVELOPER and its contractors will not subcontract with any subcontractor where the DEVELOPER or its contractors has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The DEVELOPER, its contractors and subcontractors will certify that any vacant employment positions, including training positions, that are filled (1) after the DEVELOPER, its contractors and subcontractors are selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part

135 require employment opportunities to be directed, were not filled to circumvent the DEVELOPER or contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

Section XV – Compliance with Federal, State & Local Laws

1. The DEVELOPER covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state, local, and Federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing, Section 3 of the Housing and Urban Development Act of 968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The DEVELOPER covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

2. The DEVELOPER 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), Executive Order 11738, and Environmental Protection CITY regulations(40 CFR Part 15).

3. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of $100,000. The DEVELOPER also agrees to take such action as the Federal, state or local government may direct to enforce aforesaid provisions.

4. <u>Minority/Women's Businesses, Executive Orders 11625, 12432, and 12138</u> Under Executive Orders 11625, 12432, and 12138, the CITY must prescribe procedures acceptable to HUD for minority outreach programs to ensure that they are making concerted efforts to attract minority groups to the procurement process. The Developer agrees to assist the City to the greatest extent possible to meet the goals and objectives of this section. The DEVELOPER will submit, on an annual basis, a listing of all MBE/WBE contracts awarded including dollar amount of the contract and how the business qualifies.

   The regulations require that the following minimum affirmative steps are taken to ensure MBE/WBE is afforded every opportunity to participate in generated contracts.

   a) Placing minorities and women on solicitation lists;
   b) Assuring that MBE and WBE firms are solicited whenever they are potential sources;
   c) Dividing the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business enterprises, and women business enterprises;

d) Where the requirement permits, establishing delivery schedules that encourage participation by small and minority business enterprises, and women business enterprises;
e) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
f) Requiring the prime contractor, if subcontractors are to be let, to take all the same.

5. Drug-Free Workplace: The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, *et seq.)* and HUD's implementing regulations at 24 CFR Part 21.

   DEVELOPERS are required to provide a drug-free workplace by taking the following steps. DEVELOPER and third party contractor/consultants failing to meet these requirements will be subject to penalties:

   a) Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
   b) Establish a drug-free awareness program to make employees aware of: a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
   c) Notify employees that as a condition of employment on a Federal contract or grant, the employee must: a) abide by the terms of the policy statement; and b) notify the employer, within five (5) calendar days, if he or she is convicted of a criminal drug violation in the workplace.
   d) Notify the contracting or granting agency within ten (10) days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
   e) Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
   f) Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the Act.

Section XVI – Enforcement, Suspension and Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the DEVELOPER materially fails to comply with any term of the award.

If, through any cause, the DEVELOPER shall fail to fulfill in timely and proper manner its obligations under this contract, or if the DEVELOPER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the DEVELOPER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such

event, the DEVELOPER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination.

Notwithstanding the above, the DEVELOPER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the DEVELOPER and the CITY may withhold any payments to the DEVELOPER until such time as the exact amount of damages due the CITY from the DEVELOPER is determined whether by court of competent jurisdiction or otherwise.

24 CFR 92.504(c)(13) contains provisions for the enforcement of this Agreement. In accordance with 24 CFR 85.43, this Agreement may be suspended or terminated prior to the expiration of the term by unanimous written Agreement by the parties to this Agreement. The CITY may also unilaterally terminate or suspend this Agreement, in whole or in part, upon ten (10) day written notice from the CITY to the DEVELOPER including, but not limited to the following reasons:

1. Failure to perform the services set forth in the scope of services and requirements incident thereto.
2. Failure to comply with the provisions of this Agreement.
3. Making unauthorized or improper use of funds provided under this Agreement.
4. Submission of an application, report or other documents pertaining to this Agreement which contains misrepresentation of any material aspect.
5. The carrying out of the Scope of Services or the objectives of this Agreement is rendered improvable, unfeasible, impossible, or illegal.
6. Failure of the U.S. Department of Housing and Urban Development (HUD) to make funds available or if HUD suspends funds for any reason.
7. Upon the determination of the CITY that the Agreement be suspended or terminated, without cause.
8. Termination or suspension shall not affect otherwise valid and allowable obligations incurred in good faith prior to receipt of a notice of termination or suspension.

Section XVII – Termination for Convenience of the CITY

In accordance with 24 CFR 85.44 the CITY may terminate for its convenience this Agreement at any time by giving at least thirty (30) days notice in writing to the DEVELOPER. If the contract is terminated by the CITY, as provided herein, the City will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the DEVELOPER will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed to the total service of the DEVELOPER covered by this Agreement, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.

Section XVIII – Default-Loss of Grant Funds

If the DEVELOPER fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the Agreement, and more particularly if the DEVELOPER refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in this Agreement, the DEVELOPER shall be in default and notice in writing shall be given to the DEVELOPER of such default by the CITY or an agent of the CITY. If the DEVELOPER fails to cure such default within such time as may be required by such notice, the CITY, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the DEVELOPER pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the DEVELOPER will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this Agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the CITY as against the DEVELOPER then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling the DEVELOPER to complete the project in accordance with the terms of this Agreement, in a court of equity. The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XIX – Reporting Responsibilities

The DEVELOPER agrees to submit monthly reports to the CITY on the progress of the project. Reports are due the 15th of each month and will cover activities for the prior month. The CITY retains the right to request additional documentation to comply with HUD's reporting requirements. If the DEVELOPER fails to submit the monthly progress reports by the due date, no payments will be made to the DEVELOPER under this Agreement until all outstanding reports have been submitted.

The CITY will send the DEVELOPER one (1) reminder notice if the report has not been received fourteen (14) days after the due date. If the DEVELOPER has not submitted a report fourteen (14) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the DEVELOPER agrees to provide the CITY information as required to determine program eligibility, and financial records pertinent to the project.

At project completion, the DEVELOPER will provide a Project Progress Report signifying completion, with all data and supporting documentation for project closeout as may be required by the CITY.

Section XX – Inspection, Monitoring & Access to Records

1. All records will be maintained by the DEVELOPER for five (5) years after the affordability of the homebuyer ends.

2. The CITY reserves the right to inspect, monitor, and observe work and services performed by the DEVELOPER at any and all reasonable times.

3. The CITY reserves the right to audit the records of the DEVELOPER any time during the performance of this Agreement and for a period of five (5) years after final payment is made under this Agreement.

4. The DEVELOPER will provide the CITY with a certified audit of the Developer's records representing the Fiscal Year during which the PROJECT becomes complete pursuant to the requirements of OMB Circular A-133.

5. Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, project site access, and records of the DEVELOPER or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

1. The DEVELOPER shall maintain all records required by the Federal regulations specified in 92.508 that are pertinent to the activities to be funded under this Agreement. Such records include but are not limited to:

    a) A full description of each project assisted with HOME funds, including the location, form of HOME assistance, and tenants assisted with HOME funds.

    b) The source and application of funds for each project, including supporting documentation in accordance with 24 CFR 85.20.

    c) Records demonstrating that each rental housing project meets the minimum per-unit subsidy amount of § 92.205(c), the maximum per-unit subsidy amount of § 92.250(a) and the subsidy layering guidelines adopted in accordance with § 92.250(b).

    d) Records demonstrating that each project meets the property standards of § 92.251 and the lead based paint requirements of § 92.355.

    e) Records demonstrating that each family is income eligible in accordance with § 92.203.

    f) Records demonstrating that each rental housing project meets the affordability and income targeting requirements of § 92.252 for the required period. Records must be kept for each family assisted.

g) Records demonstrating that each multifamily rental housing project involving rehabilitation with refinancing complies with the refinancing guidelines established in accordance with § 92.206(b).

h) Records demonstrating that any pre-award costs charged to the HOME allocation meet the requirements of § 92.212.

i) Records demonstrating that a site and neighborhood standards review was conducted for each project which includes new construction of rental housing assisted under this part to determine that the site meets the requirements of 24 CFR 983.6(b), in accordance with § 92.202.

Section XXI – General Conditions

1. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier. Notices shall be mailed to the following address:

CITY address: **City of Hattiesburg, Department of Federal & State Programs, P.O. Box 1898, Hattiesburg, MS 39403-1898**

DEVELOPER address: **Community Connections, Attn: Donna Ali, P.O. Box 18612, Hattiesburg, MS 39404**

2. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

3. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

4. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

5. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Mississippi.

6. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Mississippi or the City of Hattiesburg, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable

to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

7. The DEVELOPER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the AGENCY of Labor Regulations (29 CFR Part 3), as amended.

8. The DEVELOPER shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

9. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every nonexempt subcontract. The DEVELOPER also agrees to take such action as the Federal, state or local government may direct to enforce aforesaid provisions.

10. The obligations undertaken by the DEVELOPER pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless the CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

11. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

12. DEVELOPER and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to state Compensation benefits as an employee of the CITY.

13. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

Section XXII – Insurance

1. The DEVELOPER during the construction period shall keep the property acquired under this Agreement insured against loss by fire, extended flood coverage, vandalism and malicious mischief, hazards, and such may require and in such amounts as CITY may require. The insurance requirements shall remain in effect until the property is sold to an income eligible buyer. The CITY shall be named as an additional insured.

2. A Commercial General Liability Insurance Policy shall be provided which shall contain minimum limits of one million dollars ($1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and shall include Premises and/or operations, independent contractors, Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.

3. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability. The DEVELOPER shall carry Workers' Compensation insurance for all employees in compliance with the "Workers' Compensation Law" of the State of Mississippi and all applicable federal laws.

4. The DEVELOPER shall require its General Contractor to provide Builder's Risk Insurance in the amount of one hundred percent (100%) of replacement value of the completed structure until Project completion. Such Builder's Risk policy shall be an all risk form with a deductible not to exceed ten thousand dollars ($10,000.00) each claim and shall contain a loss payable clause to include the CITY. The DEVELOPER shall furnish to the CITY Certificates of Insurance or endorsements evidencing the insurance coverage specified by this Article prior to beginning performance of work under this Agreement. Coverage shall not cease and is to remain in force until all performance required work is completed.

5. The DEVELOPER shall furnish copies of all licenses and certifications of Public Liability Insurance for all HOME projects upon request by the CITY.

XXIII - Indemnification

1. The DEVELOPER shall at all times hereafter indemnify, hold harmless and defend the CITY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional, reckless, or negligent act or omission of the DEVELOPER, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the CITY, any sums due to the DEVELOPER under this Agreement may be retained by the CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the CITY.

2. In the event that the DEVELOPER contracts with a third party ("Contractor") to provide the construction related services set forth herein, any contract with such third party shall include the following provisions:

    a. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless CITY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. These indemnifications shall survive the term of this Contract.

3. The DEVELOPER shall comply with the anti-lobbying legislation set forth in 24 CFR 91.225 in the CITY's Consolidated Plan submitted to HUD for the HOME Program; both incorporated herein by reference.

4. The DEVELOPER shall indemnify and hold the CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of DEVELOPER's activities under this Agreement, including all other acts or omissions to act on the part of DEVELOPER, including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested:

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: _____

Attest: _____
Connie Everett, City Clerk

Date: _____

Community Connections

By: _____
Donna A. Ali, Executive Director

Date: _____

Attest: _____

Date: _____

EXHIBIT A

Proposed Budget
Barkley Estates – Lot #1 (Southeast Corner of Barkley Rd. and Johnston St.)

Budget Line Item	**HOME**	**Non-HOME**	**Total**
Acquisition:			$0
Predevelopment Costs:			
Inspections & Utilities	$1,920	$1,680	$3,600
Survey work	$560	$440	$1,000
Construction Estimates:			
Bid Construction	$42,000	$33,000	$75,000
Construction Contingency	$6,720	$5,280	$12,000
Non-bid items	$2,240	$1,760	$4,000
Soft Costs:			
Developer		$5,400	$5,400
Architect/Engineer			$0
Environmental		$100	$100
Marketing		$2,000	$2,000
Holding Costs:			
Taxes & Insurance	$280	$220	$500
Utilities	$280	$220	$500
Construction Loan Interest		$600	$600
Closing Costs:			
Title Insurance		$600	$600
Survey			$0
Appraisal		$500	$500
Legal		$1,200	$1,200
Transfer taxes		$1,000	$1,000
Totals	**$54,000**	$54,000	$108,000

HOME Developer Fee:	
50% Completion	$3,000
100% Completion	$3,000
Total	**$6,000**
GRAND TOTAL:	**$60,000 HOME**

Sources:

Non-profit's equity	**$5,000 (estimated lot value post-subdiv.)**
Pending Lender	**$54,000**
HOME Subsidy (excluding developer fee)	**$54,000**

EXHIBIT B

Scope of Work Addendum
Barkley Estates – Lot #1 (Southeast Corner of Barkley Rd. and Johnston St.)

See Proposal Submitted March 26, 2014:

Proposal Application:	**Square footage, amenities, etc.** **Map of project site** **Pictures of project site** **Conceptual Drawing**

THRESHOLD SCORE = 75 MAXIMUM SCORE = 100

City of Hattiesburg Department of Federal and State Programs

CHDO APPLICATION FORM

All information requested in this document is mandatory and must be submitted with your CHDO application.

CHDO NAME AND PROJECT LOCATION

CHDO Name: **Community Connections, Inc.**		
CHDO Address: **215 Mobile Street**		
Hattiesburg	**MS**	Zip: **39402**
Contact Name: **Donna A. Ali**	Title: **Executive Director**	
Contact e-mail: **aliimiss@aol.com**	Phone: **(601)261-0820**	
Development Name: **614 Barkley Road**		
Development Address: **614 Barkley Road**		
Hattiesburg	**MS**	Zip: **39401**

CHDO QUALIFICATIONS

Legal Status:

Federal Identification Number: **31-1571336**

DUNS Number: **842831302**

Certified CHDO: **Yes**

City Council Ward: **Ward 4**

Other Attachments:

Audit of Financial statements (most recent year): **N/A**

Quarterly Financial Statement: **Yes**

Secretary of State Documentation: **Yes**

Resolution endorsing Affirmative Marketing Policy: **Yes**

Please answer the following questions	Yes	No
Do any unsatisfied judgments exist against the applicant/developer or any related party?		X
Are there any homeowners or tenant compliant against the CHDO unresolved arising from the development of housing units assisted with federal HOME set-aside funds?		X
If "Yes" has been answered in any of the above questions, please attach a separate explanation.		
Total number of single family projects developed to date:	**21**	
Total number of rental projects developed to date:	**1**	
Total number of multifamily projects developed to date:	**0**	
Total number of units:	**22**	
Type of units: (i.e. Family, Elderly, Special needs):	**Family**	

APPLICATION TYPE

X	Home Ownership
	Rental

Type of Units

Single Family	X
Multifamily	

Eligible Uses of HOME funds:

- Acquisition and/or rehabilitation of rental housing,
- New construction of rental housing,
- Acquisition and/or rehabilitation of homebuyer properties,
- New construction of homeowner properties, direct financial assistance to purchasers of HOME assisted housing sponsored by a CHDO with HOME funds.

Ineligible:

- Tenant Based Rental Assistance,
- Homeowner rehabilitation,
- Brokering or other real estate transaction.

CHDO ROLE **(Must be completed)**

	Owner
X	Developer
	Sponsor (All contractual agreements must be submitted for approval.)

POPULATION INCOME SERVED **(Must be completed)**

	At least 20% of the rental residential units in this development will be rent-restricted and occupied by individuals whose income is 50% or less of area median income as adjusted by family size and published annually by HUD.
	At least 40% of the rental residential units in this development will be rent-restricted and occupied by individuals whose income is 60% or less of area median income as adjusted by family size and published annually by HUD.
X	Single family. Must serve individuals whose income is 80% or less of area median income.

SPONSORED ORGANIZATION DATA

Organizations being sponsored must sign the application as well.

	Sole Proprietor	X	Non-Profit Corporation
	Limited Partnership		Corporation
	General Partnership		Limited Liability Corporation

Sponsor's address must be a valid mailing address. All development correspondence will be mailed to the ownership entity.

Address: **P.O. Box 18612**		
City: **Hattiesburg**	State: **MS**	Zip Code: **39404**
County: **Forrest**	Phone # **(601)261-0820**	
Contact Person: **Donna A. Ali**	Fax #: **(601)296-1688**	
Federal Tax ID#: **31-1571336**	Principle purpose of organization: **Affordable Housing Construction & Housing Counseling**	

Name of general partner(s), managing LLC member(s), principals or contact person:

Donna A. Ali	Phone #: **(601)580-8089**	% Ownership: **N/A**
William David Spight	Phone #: **(601)310-6902**	% Ownership: **N/A**
	Phone #:	% Ownership:

BOARD LISTING

Please list CHDO board members and home addresses. Indicate if they are residents of the neighborhood by placing an "R" by the Census Tract number.

Name	Address	Identify Resident Census Tract	Board Member Position
Donna A. Ali	**302 First Hopewell Road Sumrall, MS 39482**		**Executive Director**
William David Spight	**1115 Windsor Drive Hattiesburg, MS 39402**	**000700**	**Board Chair**
Chris McGee	**816 Arnold Street Hattiesburg, MS 39401**	**000600 RLIN**	**Vice Chairman**
Mikal Uqdah	**1108 Cherry Street Hattiesburg, MS 39401**	**000600 RLIN**	**Member**
Arthur Brown, Jr.	**808 Davidson Place Hattiesburg, MS 39401**	**010500 RLIN**	**Member**

Describe any conflict of interest and persons covered based on the information provided above
None

DEVELOPMENT TIMELINE

Activity Date of Scheduled Completion Date (month 03 year 2014)

A.	Site Control:	
	Option	
	Site acquisition/Purchase	**Option –Complete 7-31-14**
B.	Financing:	
	Construction loan	**Obtained by 10/01/2014**
	Conditional commitment	**Obtained by 10/15/2013**
	Loan closing	**On 11/01/2014**
C.	Plans and Specifications	**7-01-14**
	Preliminary drawings	**7-31-14**
	Initial working drawings	**8-15-14**
	Working drawings & specifications	**9-15-14**
D.	Closing and Transfer of Property	**7-31-14**
E.	Construction Starts	**11-5-14**
F.	Completion of Construction	**03-31-14**
G.	Marketing Period	**01/01/2014 –5/31/2014**
H.	First Building to be Placed in Service	**By 04/01/2015**
I.	Last Building to be Placed in Service	**N/A**

SITE INFORMATION **(Must be completed)**

SE Corner of Barkley Road and Johnson Street in Palmer's Crossing Community off Edwards Street, Southeast Hattiesburg, MS (Submit separate sheet for each parcel of land)

Does the organization have site control of the property? [X] Yes [ ] No

If yes, site control is in the form of:

[ ] Deed [X] Option

[ ] Purchase contract [ ] Other: _____

Expiration date of contract or option: *(month, date & year)* _____

Site Control documentation must include map and a complete legal description of the property.

Total Cost of land: **$80,000 – Site Control - Option**

Exact area of site: **SE Corner of Barkley Road and Johnson Street in Palmer's Crossing Community off Edwards Street, Southeast Hattiesburg, MS**

ATTORNEY AND FIRM

Name: **First American**		
Address: **132 Westover Drive**		
City: **Hattiesburg**	State: **MS**	Zip: **39402**
Contact Person: **Ray J. Richard**	Phone #: **(601)264-2257**	Fax #: **(601)264-2280**

Does an identity of interest or business association exist between the Applicant, Applicant's Board, Developer, Developer's Board or Owner, Owner's Board and any other member of the development team? If members of the development team are related or associated in any way, please indicate the nature of the relationship. Examples of such overlapping interests or relationships include: family relationships; acting as a director, officer or owning stock in corporations; being partners (general or limited) or principals in a partnership; members in a limited liability company; or managing, advising or directing other corporate or business entities.

If there is an identity of interest, please describe.

No

Provide the names of those development team members which have been determined, including sponsoring organization, consultant, tax accountant, and any others involved in the development team.

Danny Johnson, Architect

Joe Woullard, Real Estate Consultant

Wright & Associates CPA Firm

List any direct or indirect, financial or other interest a member of the above team may have with another member of the team for this development. List "none" if there are no identities of interest.

None

HUD 92.356 Conflict of Interest

(a) *Applicability.* In the procurement of property and services by the participating jurisdictions, State recipients, and subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.

(b) *Conflicts prohibited.* No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds and who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from any HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

DEVELOPMENT TEAM INFORMATION

GENERAL PARTNER/MANAGING ORGANIZATION

Name: **Community Connections, Inc.**		
Address: **215 Mobile Street**		
City: **Hattiesburg**	State: **MS**	Zip: **39401**
Contact Person: **Donna A. Ali**	Phone #: **(601)261-0820**	Fax #: **(601)296-1688**

GENERAL CONTRACTOR

Name: **Community Connections, Inc.**		
Address: **215 Mobile Street**		
City: **Hattiesburg**	State: **MS**	Zip: **39402**
Contact Person: **Donna A. Ali**	Phone #: **(601)261-0820**	Fax #: **(601)296-1688**

DESIGN ARCHITECT AND FIRM

Name: **Faith Design and Remodeling**		
Address: **P.O. Box 19080**		
City: **Hattiesburg**	State: **MS**	Zip: **39404**
Contact Person: **Danny Johnson**	Phone #: **(601)620-3384**	Fax #: **N/A**

SUPERVISORY ARCHITECT AND FIRM

Name: **N/A**		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:

REAL ESTATE BROKERAGE FIRM

Name: **Joe Woullard, Consultant**		
Address: **6184 U.S. Highway 98 West, Suite 100**		
City: **Hattiesburg**	State: **MS**	Zip: **39402**
Contact Person: **Joe Woullard, Consultant**	Phone #: **(601)520-4281**	Fax #: **N/A**
Years of single family sales experience: **17**		
Total number of units sold Low Income: **20**	Total Units: **50**	

Seller: **Aurora Consulting Group LLC**		
Address: 170 Hoy Road		
City:Laurel	State: MS	Zip Code: 39443

Present zoning classification: **R-1C**

Is a conditional use permit required? **No**

When is approval for it expected? **N/A**

Was property acquired with HOME or CDBG funds? [ ] Yes [X] No

(If yes, include contract number and funding year) _____

Are all utilities presently available to the site? [X] Yes [ ] No

Site currently used for:	**Empty Lot**
Prior site uses:	**N/A**

ADJOINING LAND USES

Describe adjoining land uses:	
North	**Residential**
South	**Undeveloped Property**
East	**Residential**
West	**Residential**

DEVELOPMENT INFORMATION

Total number of units to be developed under this proposal: **1**	Number of Substantial Rehab units: **0**
Number of New Construction units: **1**	Number of Minor Rehab units: (less than $25,000.00) **0**

Type of units:

[X] Single Family

[ ] Townhouse

[ ] Rental:

[ ] Other:

	Targeting of units:	Number of Units:
	Very Income (30% AMI)	
X	Low Income (50% AMI)	1
	Moderate Income (80% AMI)	
	Homeless individuals or homeless families	
	Elderly (62 or older)	
	Large Family (4 or more bedrooms)	
	Physically & Mentally disabled	

NOTE: Do not double count units when targeting special populations.

Type of building:	**Type of construction:**
Electrical Service: **Underground**	Public Water/Sewer **Yes**

	Unit square footage	**Number of bedrooms**	**Number of baths**	**Covered porch area**
For single family	**1910**	**3**	**2**	**Yes**
For rental				
Parking space:				
Type of parking spaces:	Garages: **0**	One car carport:	Two car carport:	
Total handicapped parking space: **0**		Total designated parking spaces per unit:		Total guest spaces per unit:

Type of Floor Area:	**Square Feet:**
Heated floor area:	**1318**
Non-heated floor area:	**592**
Total floor area:	**1910**

ENERGY AND AMENITIES INFORMATION

Energy Equipment System & Fuel Type (forced air, gas, hot water, etc.)

Heating:	**Electric**
Air Conditioner:	**Electric**
Domestic hot water:	**Electric**

Unit Amenities Included with Low-Income Units

	Play Area		LEED		Other:
	Security Systems		Other:		
Unit Amenities (Check all that apply)					
X	Range/oven	X	Hood Fan	X	Disposal
	Washer & dryer	X	Laundry hookup only	X	Dishwasher
	Microwave		Refrigerator		Patio/Balcony
	Blinds/Shades		Drapes		Cable TV Hookup
	Sheet Vinyl Flooring	X	Ceramic Tile	X	Carpet
X	HVAC	X	Sleeve and A/C unit	X	Laundry room
	Trash Compactor	X	Ceiling fans	X	Other: **Hardwired Smoke Detectors**

ENVIRONMENTAL ASSESSMENT

GENERAL INFORMATION

Is any part of the site within or near (within ¼ mile) the following: *(If "Yes", please provide written explanation)*			
	Yes	No	Unknown
Environmental Corridor *(Check with County or Regional Plan Commission)*		X	
100-year Flood Plan		X	
Designated Wetland		X	
Prior Land Fill/Dump Site		X	
Known Point of Archaeological Interest		X	
Industrial Area		X	
Railway Corridor		X	
Airport Traffic Zone		X	
Attach listings of other possible pollutants or nuisances (unusual odors, noises, storage tanks, etc.)			

ENVIRONMENTAL RISKS

This section is intended to summarize information regarding conditions at the property or building which may present environmental risks or potential hazards. For each potential hazard or condition listed in the left column please indicate your knowledge or information of its current or historic presence by checking one of the three columns on the right portion on the page.

1. If you know of or suspect the evidence or the presence of a potential hazard or condition, please place a check in the **YES** column.

2. If you are neither aware of nor suspect any evidence of a potential hazard or condition, please place a check in the **NO** column.

3. If you are unsure of the presence of a potential hazard or condition, please place a check in the **UNKNOWN** column.

REAL ESTATE TAXES, ASSESSMENTS, AND OTHER FEES/CHARGES

Year of most recent property assessment: **2012**			
Equalization Rate:	Land: **$161.67**	Improvements: **$0**	Total: **$161.67**
Provide copies of property taxes for three preceding years.			
If a nonprofit, has the taxing authority agreed to exempt the project from real estate taxes or to offer a payment in lieu of taxes? **N/A**			
Any special assessments, levied or pending? Describe nature, duration and amount:			
Sewer Access Charge	**$0**	Street Extension	**$0**
Water Access Charge	**$0**	Impact Fees	**$0**
Park Dedication Fee	**$0**	Other (specify)	**$0**
What, if any, off-site public improvements are required? None ( ) Specify:			
N/A			
Describe cost and funding plan for construction of these off-site improvements:			
N/A			

LINKAGES AND SERVICES

NAME AND DISTANCE TO NEAREST:

	Name	Distance
Grocery Store	**Big Star**	**2.3 miles**
Convenience Store	**Exxon**	**1.2 miles**
Place of Worship	**Savannah Grove Missionary Baptist Church**	**0.3 miles**
Hospital	**Forrest General Hospital**	**4.9 miles**
Post Office	**U.S. Post Office**	**3.2 miles**
Banks	**Regions Bank**	**3.3 miles**
Shopping Center	**Walmart Supercenter**	**4.3 miles**
Day Care Center	**Wayside Child Development Center**	**2.0 miles**
Elementary School	**Earl Travillion Attendance Center**	**1.5 miles**
Middle School	**Earl Travillion Attendance Center**	**1.5 miles**
High School	**Hattiesburg (Blair) High School**	**5.1 miles**
Senior Citizen Center	**Hattiesburg Convalescent Center**	**2.6 miles**
Bus Stop	**Old Airport Road**	**1.1 miles**
Special Transit Services	**Hub City Transit**	**3.2 miles**

PRESENCE OF POTENTIAL HAZARDS OR CONDITIONS *(Check appropriate box)*	Yes	No	Unknown
Has a Hazardous or Toxic Substance discharge occurred at the property?		**X**	

Are any Hazardous or Toxic Substances stored at the property?		X	
Are Underground Storage Tanks* present at the property?		X	
Are Aboveground Storage Tanks* present at the property?		X	
Are there Pipeline Discharges at or from the property?		X	
Surface Contamination, Stained soils/Pavement, Stressed Vegetation present?		X	
Suspicious Containers or Drums present at the property.		X	
Empty paint cans present?		X	
PCB's (Polychlorinated Biphenyls).		X	
Electrical Transformers, Capacitors or Fluorescent Light Ballast present.		X	
Are there Old White Goods? (i.e., refrigeration equipment) present?		X	
Have VOCs (Volatile Organic Compounds) been detected or reported at the property?		X	
Are any Waste Disposal Areas present on the property?		X	
Any evidence of Pesticides?		X	
Are any Scrap Metal Piles on the property?		X	
Potable or monitoring Wells?		X	
Septic Systems?		X	
Holding Tanks.		X	
Any Hazardous Thermal Insulating Materials (Area Formaldehyde) present.		X	
Asbestos Containing Materials (ACM)?		X	

PRESENCE OF POTENTIAL HAZARDS OR CONDITIONS CONTINUED *(Check appropriate box)*	Yes	No	Unknown
Lead Piping in Domestic Water System?		X	
Lead-based Paint (Lead Concentrations)?		X	
Building Code Violations?		X	
Structural Deficiencies?		X	
Termites, Pests, Rodents?		X	

Please furnish any additional information known to you that relates to the presence of conditions or materials at the property, which may pose a threat to human health, safety or the environment.

The following items will be required after feasibility analysis and must be submitted as requested during the loan approval process. Please provide if currently available.

☐ Phase I Environmental Audit.

CHDO PROJECT APPLICATION CHECKLIST

MANDATORY ITEMS TO BE REVIEWED

Please follow and use this checklist in submitting your application. Your application will be considered incomplete if any of the following items are missing. Further review will not resume until missing items are received.

CHDO PROJECT APPLICATION

Check if Included		Exhibit number
X	Project Application (1 original, 5 copies, and 1 copy on CD or flash drive)	
X	Applicant Certification Page with Signatures	
X	CHDO Application	
X	Organizational Documents (i.e. Charter/Articles of Incorporation and Bylaws)	16
X	IRS Tax – Exempt Certification	17
X	State Certification	18
X	Current Signature Board Listing	19
X	Nonprofit Corporation Tax Return (990 form)	20
X	CHDO Capacity Assessment Report and exhibits	15
X	Market Needs Assessment/Study	7
X	Affirmative Fair Housing Marketing Plan	21
X	Conceptual drawings. If available, provide elevation	22
X	Maps of project site	1
X	Pictures of project site	2
X	Survey of project site	3
X	Tax records of property	4
X	Aerial maps	5
X	Site plan	6
X	Demographic data of area	23
N/A	Proposed rents, if rental project	
X	Waiting list, if available	8
X	List of lenders, if available	9
X	Project sources and uses	10
X	Project pro forma	10
X	Property appraisal	11
N/A	Firm commitments from other lenders	
X	Contractors list	12
X	Proof of site control	13
X	Development team list	14

ALL CHDO APPLICATIONS

Must be completed in its entirety and submitted to:

City of Hattiesburg Department of Federal and State Programs

MAILING ADDRESS:
City of Hattiesburg
Department of Federal & State Programs
P.O. Box 1898
Hattiesburg, MS 39403-1898

PHYSICAL ADDRESS:
City Hall
200 Forrest St.
Hattiesburg, MS 39401

If you have questions about this application, contact:

Andrew Ellard

City of Hattiesburg
Federal & State Programs
200 Forrest Street
Hattiesburg, MS 39401

AELLARD@HattiesburgMS.com
601.545.4558 (office)
601.545.4592 (fax)

CHDO APPLICANT'S CERTIFICATION

The Undersigned hereby acknowledges and certifies to the City of Hattiesburg Department of Federal and State Programs (the "City"), individually and on behalf of the CHDO (the "Applicant") as part of this application for HOME CHDO set-aside funds in the amount of **$50,000** for the development of **1** housing unit(s).

The CHDO certifies the following:

1. The information contained in the Application, including all statements and certifications attached hereto, is true and correct and has been prepared with due diligence. The Applicant has an affirmative duty to notify the City about any changes to the information contained in the Application or to the CHDO organization. The Applicant knows of no facts or circumstances that would threaten or adversely affect the Development and cause the information in the Application to be incorrect or misleading. The City or its agents may make verification of information contained in the Application at any time.

2. The Applicant agrees to indemnify and hold harmless the City, its members, officers, employees and agents, from and against, any and all claims, suits, damages, costs and expenses arising out of the City's review of and decisions with regard to the Application. City analysis and review of the Application and related documentation is for its own purposes. A commitment does not exist until the City has approved project-specific agreement and the Applicant has accepted such agreement.

3. Misleading information or misrepresentation contained in the Application may result in the termination of the underwriting/approval process, a revocation of approval and/or prohibition from participation in City programs.

4. The Contract Documents when entered into by the City and the Applicant shall supersede all discussions, negotiations and agreements about the Application.

5. The execution and delivery of the Application and this document is duly authorized and binding on the Applicant.

Date: 3/26/14

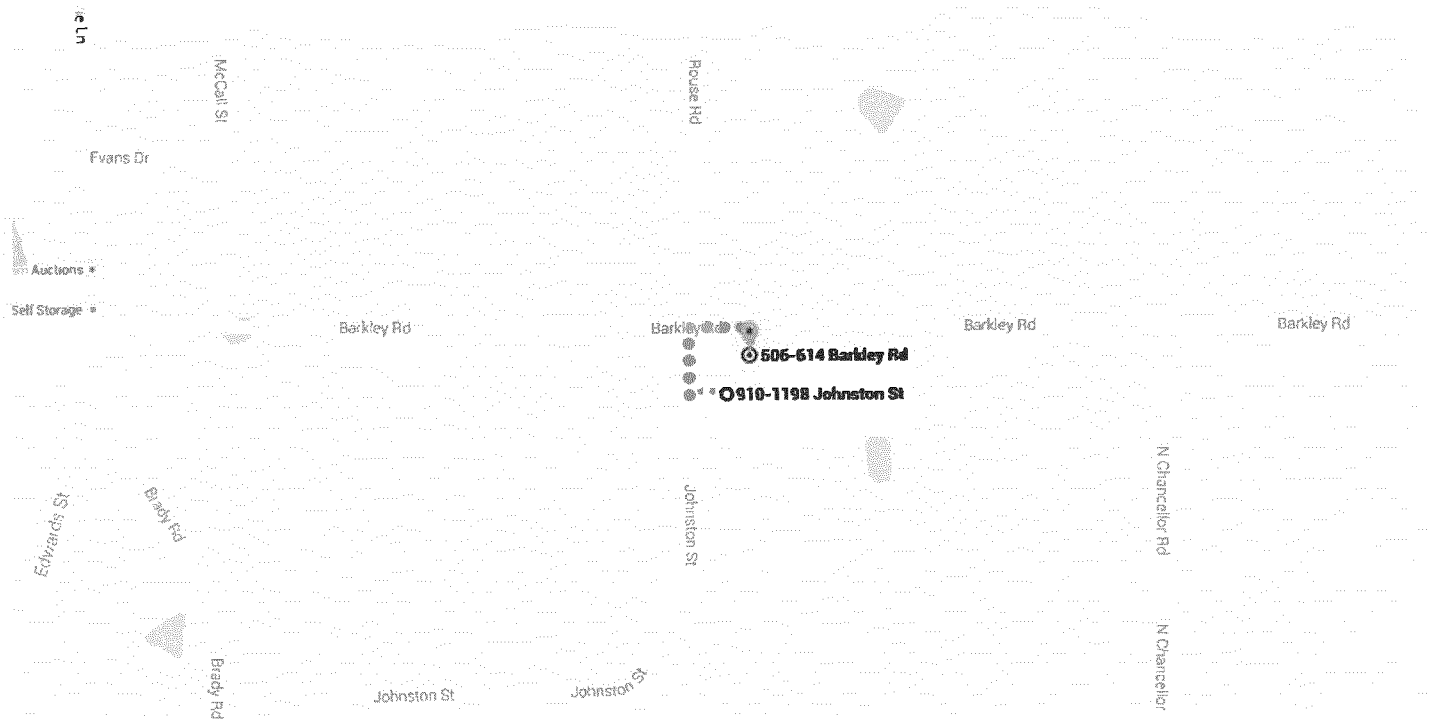
Community Connections, Inc.
Name of CHDO Organization

Donna A. Ali
Signature of Executive Director

Signature of Vice Chairman

Google

Directions from **910-1198 Johnston St** to **506-614 Barkley Rd** **Walk 364 ft, 1 min**



910-1198 Johnston St

Use caution - may involve errors or sections not suited for walking

Hattiesburg, MS 39401

1. Head **north** on **Johnston St** toward **Barkley Rd**

190 ft

2. Turn **right** onto **Barkley Rd**

   Destination will be on the right

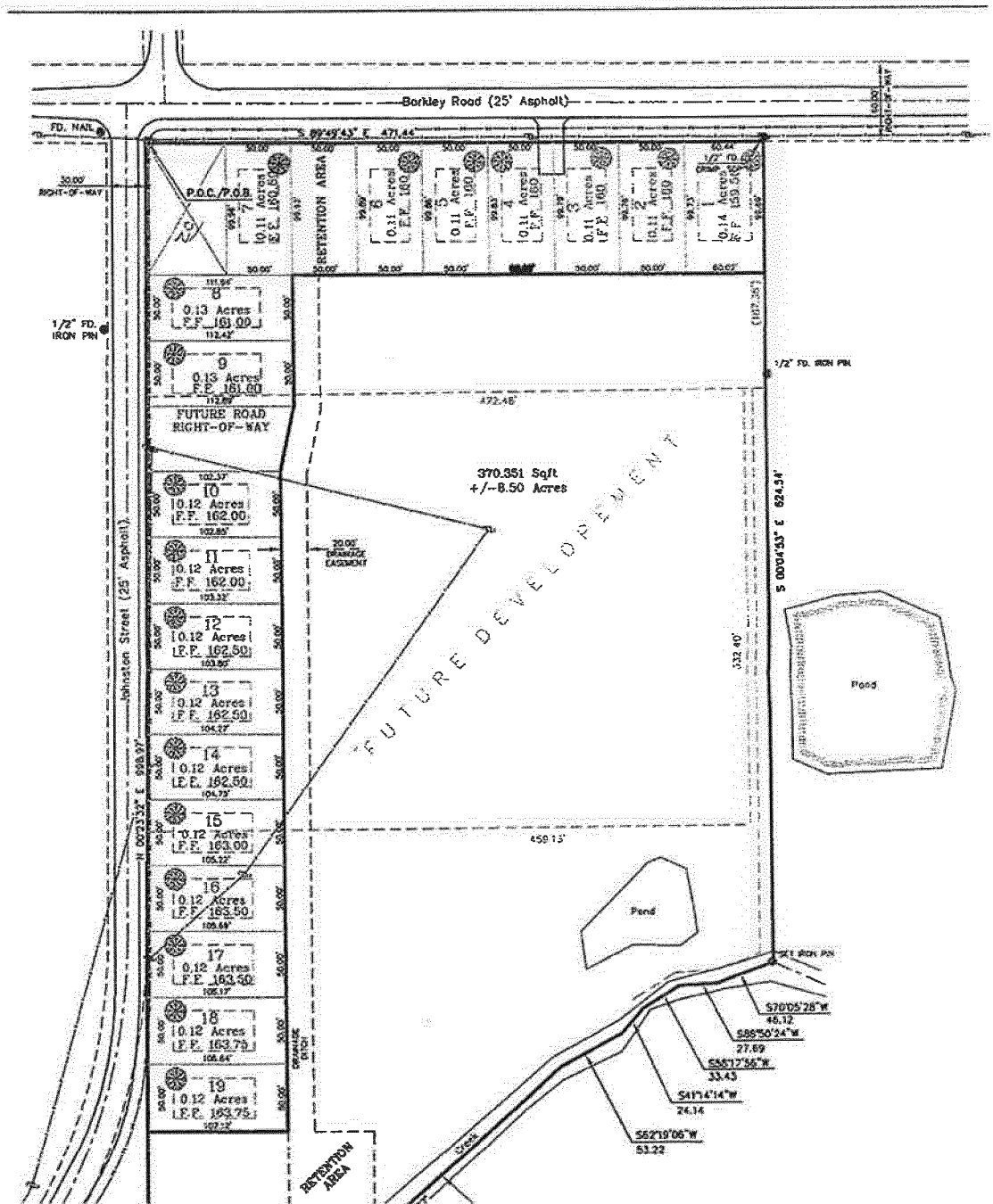
174 ft

506-614 Barkley Rd

Hattiesburg, MS 39401

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2014 Google


Barkley Road (25' Asphalt)
FD. NAIL
S 89°49'43" E 471.44'
30.00' RIGHT-OF-WAY
P.O.C./P.O.B.
RETENTION AREA
7 0.11 Acres F.F. 160.50
8 0.11 Acres F.F. 160
5 0.11 Acres F.F. 160
4 0.11 Acres F.F. 160
3 0.11 Acres F.F. 160
2 0.11 Acres F.F. 160
1 0.14 Acres F.F. 159.50
1/2" FD. IRON PIN
8 0.13 Acres F.F. 161.00
9 0.13 Acres F.F. 161.00
FUTURE ROAD RIGHT-OF-WAY
10 0.12 Acres F.F. 162.00
11 0.12 Acres F.F. 162.00
12 0.12 Acres F.F. 162.50
13 0.12 Acres F.F. 162.50
14 0.12 Acres F.E. 162.50
15 0.12 Acres F.F. 163.00
16 0.12 Acres F.F. 163.50
17 0.12 Acres F.F. 163.50
18 0.12 Acres F.F. 163.75
19 0.12 Acres F.F. 163.75
Johnston Street (25' Asphalt)
N 00°33'32" E 998.97'
20.00' DRAINAGE EASEMENT
370.351 Sq/ft
+/-8.50 Acres
FUTURE DEVELOPMENT
472.48'
459.13'
332.40'
S 00°04'53" E 624.34'
Pond
Pond
S70°05'28"W 46.12
S86°50'24"W 27.69
S55°17'56"W 33.43
S41°14'14"W 24.14
S62°19'06"W 53.22
DRAINAGE DITCH
RETENTION AREA

PROPERTY

A NEW RESIDENCE FOR:
PALMERS PROJECT LOT # 1
COMMUNITY CONNECTIONS

COMMUNITY CONNECTIONS INC.
Post Office 18612
Hattiesburg, Mississippi 39404-8612

DESIGNED BY FAITH DESIGN & REMODELING

P. O. BOX 15504
HATTIESBURG, MS 39404
(601) 543-8081
OWNERS: DANNY & EDNA JOHNSON

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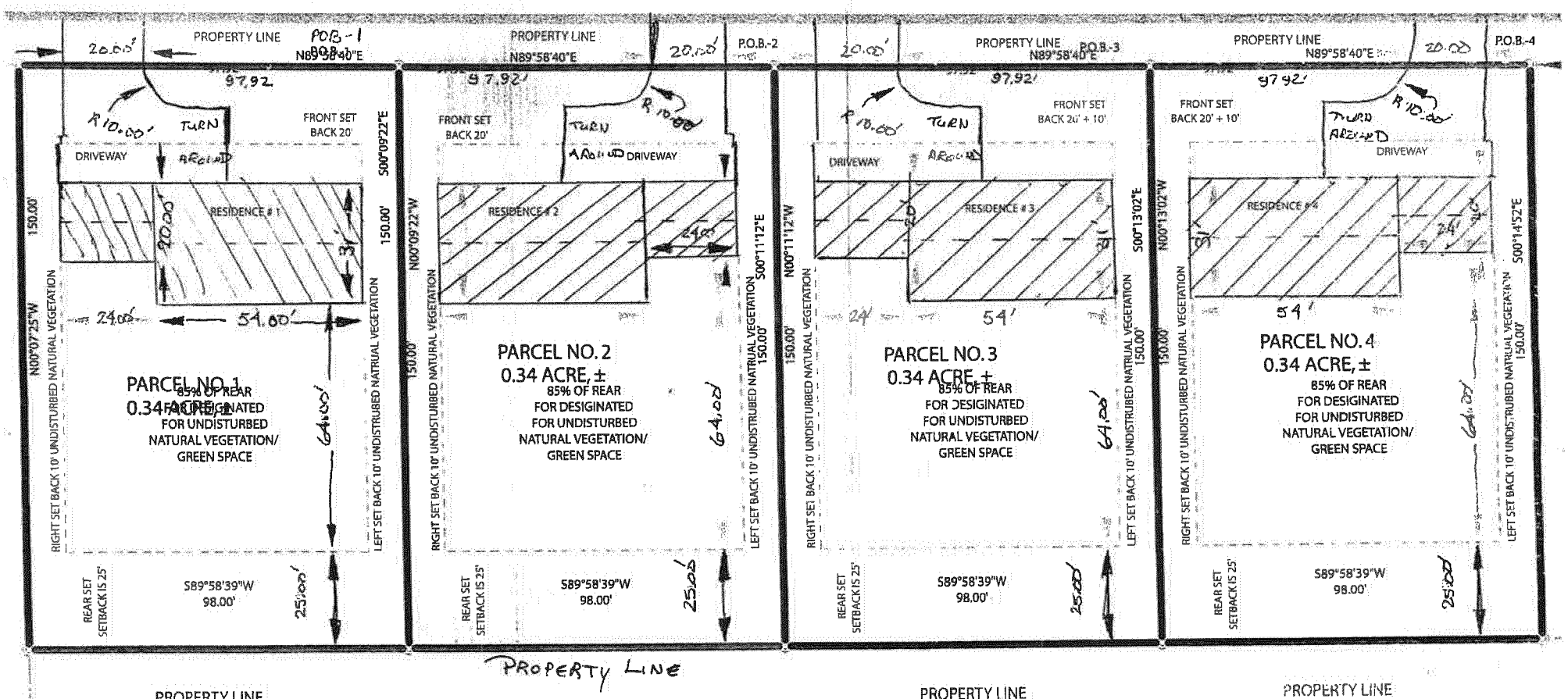
A-1 COVER SHEET
A-2 SITE PLAN
A-3 FLOOR PLAN
DOOR-WINDOW SCHEDULE
MILLWORK SECTION
A-4 FRONT & RIGHT ELEVATIONS
A-5 LEFT & REAR ELEVATIONS
CORNICE DETAILS
A-6 TRANSVERSE SECTION
A-7 ROOF PLAN
M-1 MECHANICAL
P-1 PLUMBING
E-1 ELECTRICAL
S-1 FOUNDATION PLAN



7.) GREATER PERCENTAGE OF REAR PROPERTIES DESIGNATED FOR UNDISTURBED NATURAL VEGETATION/GREEN SPACE.

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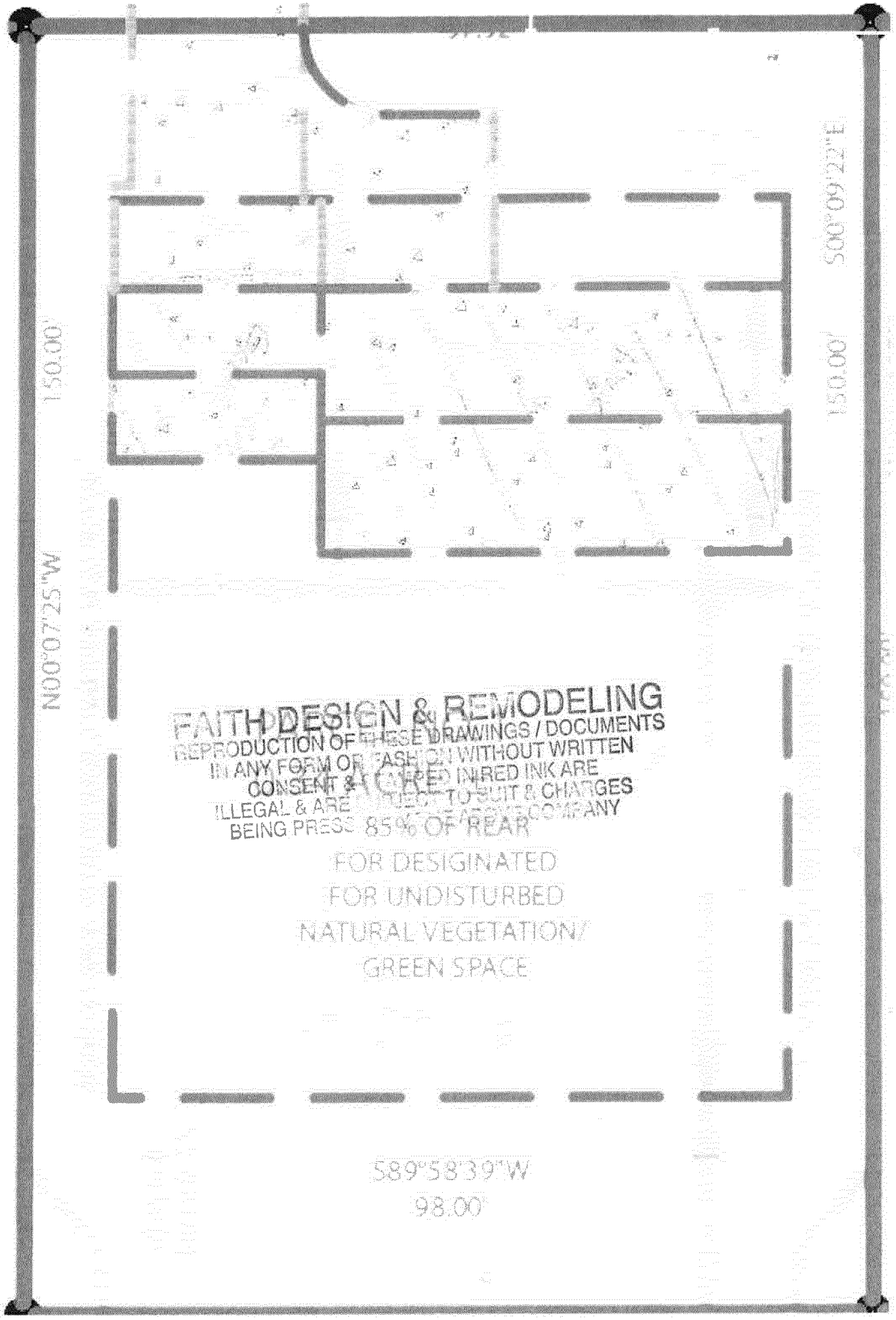
S00°09'22"E
150.00'
150.00'
N00°07'25"W
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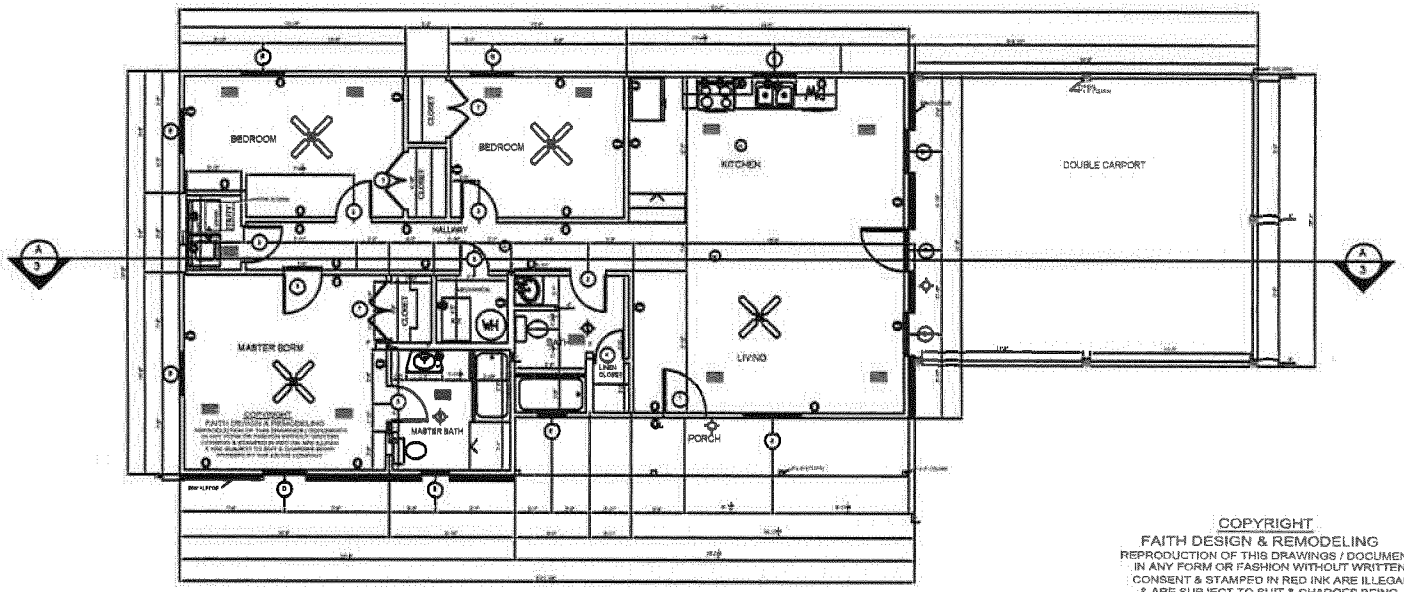
CONSENT & ACCEPTED IN RED INK ARE
ILLEGAL & ARE SUBJECT TO SUIT & CHARGES
BEING PRESS 85% OF REAR
FOR DESIGNATED
FOR UNDISTURBED
NATURAL VEGETATION/
GREEN SPACE
S89°58'39"W
98.00'



FLOOR PLAN
SCALE: 1/4" = 1' - 0"

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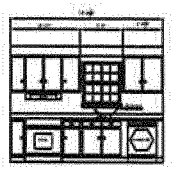
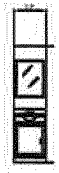


KITCHEN
SCALE: 1/4" = 1' - 0"

MASTER BATH
SCALE: 1/4" = 1' - 0"



BATH
SCALE: 1/4" = 1' - 0"

DOOR SCHEDULE

SYM.	DESCRIPTION	SIZE	QTY
1	EXT. SOLID CORE FRONT ENTRY	3068	1
2	EXT. SOLID CORE SIDE ENTRY	3068	1
3	INT. HOLLOW CORE DR	2868	4
4	INT. HOLLOW CORE DR	2868	1
5	INT. HOLLOW CORE DR (W/ BET. JBN VENT)	2868	1
6	INT. HOLLOW CORE DR.	2868	1
7	INT. HOLLOW CORE DR. (FLOOR BREET)	2868	3 REQ'D

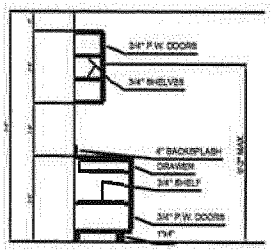
WINDOW SCHEDULE

SYM.	DESCRIPTION	SIZE	QTY
A	DBL. HUNG. DBL. HUNG	3060	1
B	DBL. HUNG. DBL. HUNG	3060	1
C	DBL. HUNG. DBL. HUNG	3060	1
D	DBL. HUNG. W/ HALF ROUND	3060	1
E	DBL. HUNG. DBL. HUNG	3060	1

MILLWORK SECTION
SCALE: 1/4" = 1' - 0"
SCALE: 1/2" = 1' - 0"

SQUARE FOOTAGE

HEATED	1318.242
NON-HEATED	592
TOTAL	1910.242



KITCHEN CABINET SECTION
SCALE: 1/2" = 1' - 0"
NOTE: 2" x 4" BRACING TO BE PLACE IN STUD WALL FOR MILLWORK SUPPORT IN KITCHEN AREA

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PLANS AND DIMENSION FAILURE TO DO SO WILL NOT RELIEVE HIM FROM CONSTRUCTION THE RESIDENCE AS PER PLANS AND NOTES
2. ALL WORK IS TO BE ACCOMPLISHED IN A PROFESSIONAL, WORKMANLIKE MANNER. ALL WORK IS TO COMPLY WITH ALL STATE AND LOCAL CODES
3. THE GENERAL CONTRACTOR SHALL COORDINATE ALL WORK WITH THE MECHANICAL AND ELECTRICAL CONTRACTORS
4. THE OWNER RESERVES THE RIGHT OF FINAL APPROVAL ON ALL PHASES OF THE PROJECT. ANY ITEM NOT IN ACCORDANCE TO THE PLANS OR NOTES WILL BE APPROVED BY THE OWNER PRIOR TO COMMENCEMENT OF THAT ITEM FAILURE TO DO SO WILL RESULT IN THE CONTRACTOR REPLACING THE WORK AT NO ADDITIONAL COST TO THE OWNER.
5. ALL VENTS TO BE SIZED BY THE MECHANICAL CONTRACTOR
6. ELECTRICAL PANEL TO BE SIZED BY THE ELECTRICAL CONTRACTOR.
7. 2" x 4" BRACING TO BE PLACE IN STUD WALL FOR MILLWORK SUPPORT MUST MEET INSPECTION REQUIREMENTS.
8. HURRICANE CLIPS AND TIES ARE TO BE USED AND MUST MEET CODE REQUIREMENTS

REVISIONS

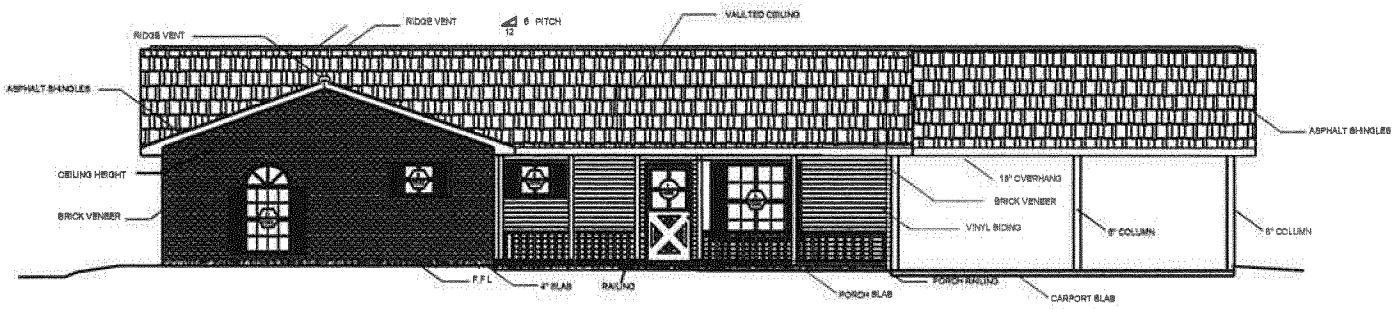
FLOOR PLAN
DOOR & WINDOW SCHEDULE
MILLWORK SECTION
PALMERS LOT 1
COMMUNITY CONNECTIONS
HATTIESBURG, MS 39401 PHONE: (601) 261-0620

DESIGNED BY:
FAITH DESIGN
P.O. BOX 15504
HATTIESBURG, MS. 39404
(601) 543-9061

DATE:
JANUARY 27, 2006

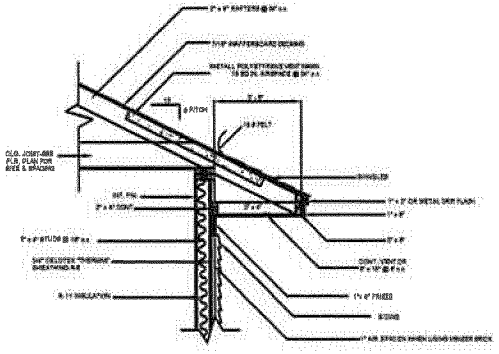
DRAWN BY:
D.S.JOHNSON

SHEET NO:
A-3



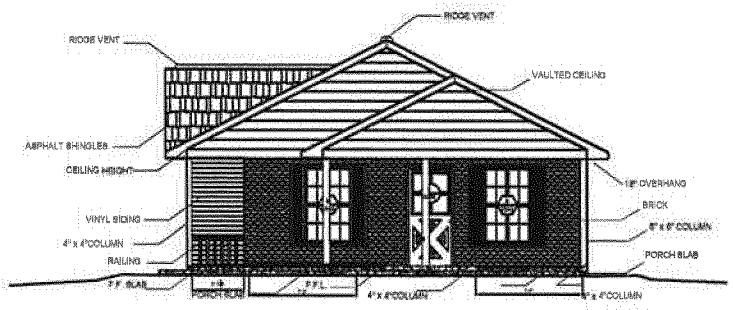
FRONT ELEVATION

SCALE: 1/4" = 1' - 0"



CORNICE DETAILS

SCALE: N.T.S.



RIGHT ELEVATION

SCALE: 1/4" = 1' - 0"

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PRESSED BY THE ABOVE COMPANY

REVISIONS

FRONT/RIGHT/LEFT/REAR ELEVATIONS
CORNICE DETAILS
COMMUNITY CONNECTIONS
HATTIESBURG, MS 39401 PHONE: (601) 544-9610

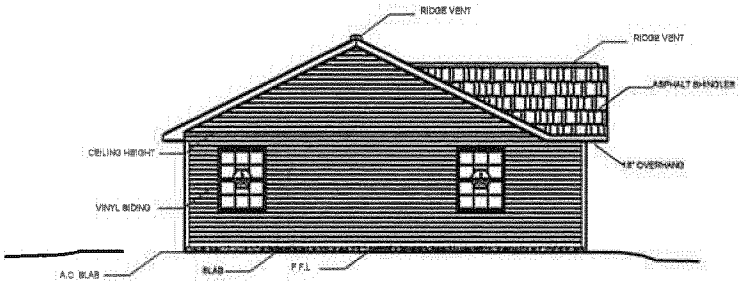
DESIGNED BY:
FAITH DESIGN
P.O. BOX 15504
HATTIESBURG, MS.
39404
(601)-543-9061

DATE:
JANUARY 27, 2008

DRAWN BY:
D.S.JOHNSON

SHEET NO:
A-3

4



LEFT ELEVATION

SCALE: 1/4" = 1' - 0"

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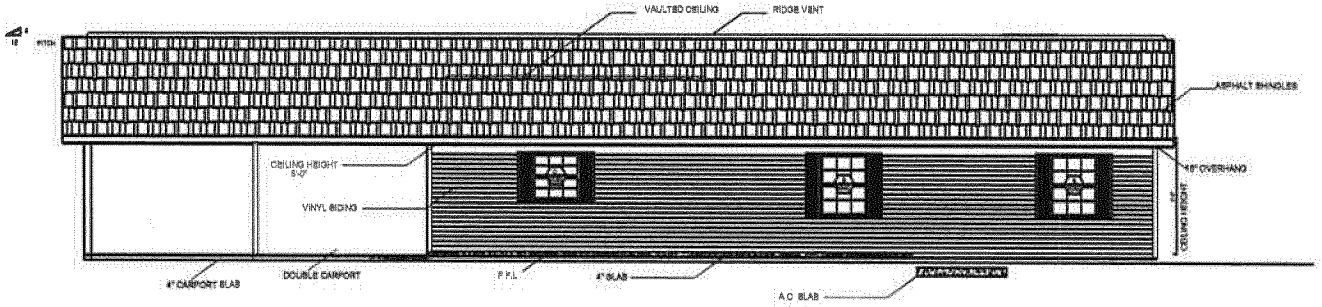


REAR ELEVATION

SCALE: 1/4" = 1' - 0"

REVISIONS

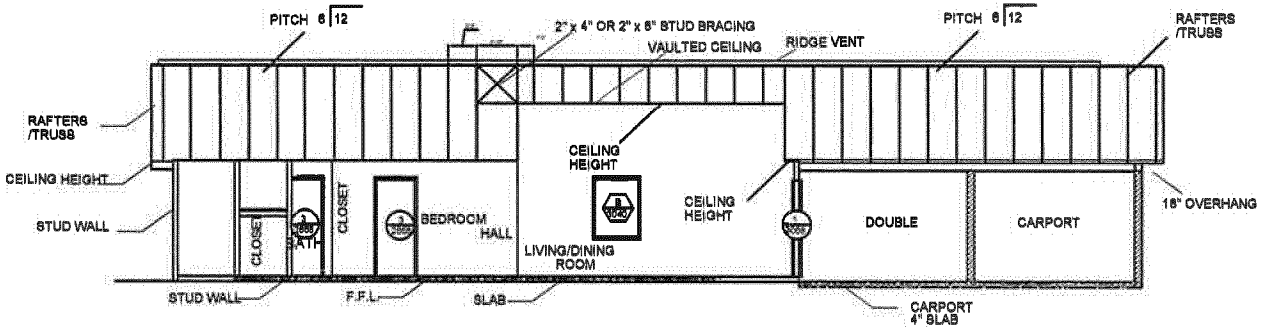
FRONT/RIGHT/LEFT/REAR ELEVATIONS
CORNICE DETAILS
COMMUNITY CONNECTIONS
HATTIESBURG, MS 39401 PHONE: (601) 544-9610

DESIGNED BY:
FAITH DESIGN
P.O. BOX 15584
HATTIESBURG, MS. 39404
(601)-543-9661

DATE:
JANUARY 27, 2006

DRAWN BY:
D.S.JOHNSON

SHEET NO.
A-4



TRANSVERSE SECTION

SCALE: 1/4" = 1' - 0"

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PLANS AND DIMENSION FAILURE TO DO SO WILL NOT RELIEVE HIM FROM CONSTRUCTION THE RESIDENCE AS PER PLANS AND NOTES
2. ALL WORK IS TO BE ACCOMPLISHED IN A PROFESSIONAL, WORKMANLIKE MANNER. ALL WORK IS TO COMPLY WITH ALL STATE AND LOCAL CODES
3. THE GENERAL CONTRACTOR SHALL COORDINATE ALL WORK WITH THE MECHANICAL AND ELECTRICAL CONTRACTORS.
4. THE OWNER RESERVES THE RIGHT OF FINAL APPROVAL ON ALL PHASES OF THE PROJECT. ANY ITEM NOT IN ACCORDANCE TO THE PLANS OR NOTES WILL BE APPROVED BY THE OWNER PRIOR TO COMMENCEMENT OF THAT ITEM FAILURE TO DO SO WILL RESULT IN THE CONTRACTOR REPLACING THE WORK AT NO ADDITIONAL COST TO THE OWNER
5. ALL VENTS TO BE SIZED BY THE MECHANICAL CONTRACTOR
6. ELECTRICAL PANEL TO BE SIZED BY THE ELECTRICAL CONTRACTOR.
7. 2" x 4" BRACING TO BE PLACE IN STUD WALL FOR MILLWORK SUPPORT MUST MEET INSPECTION REQUIREMENTS
8. HURRICANE CLIPS AND TIES ARE TO BE USED AND MUST MEET CODE REQUIREMENTS.

SQUARE FOOTAGE	
HEATED	1318.242
NON-HEATED	592
TOTAL	1910.242

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REVISIONS

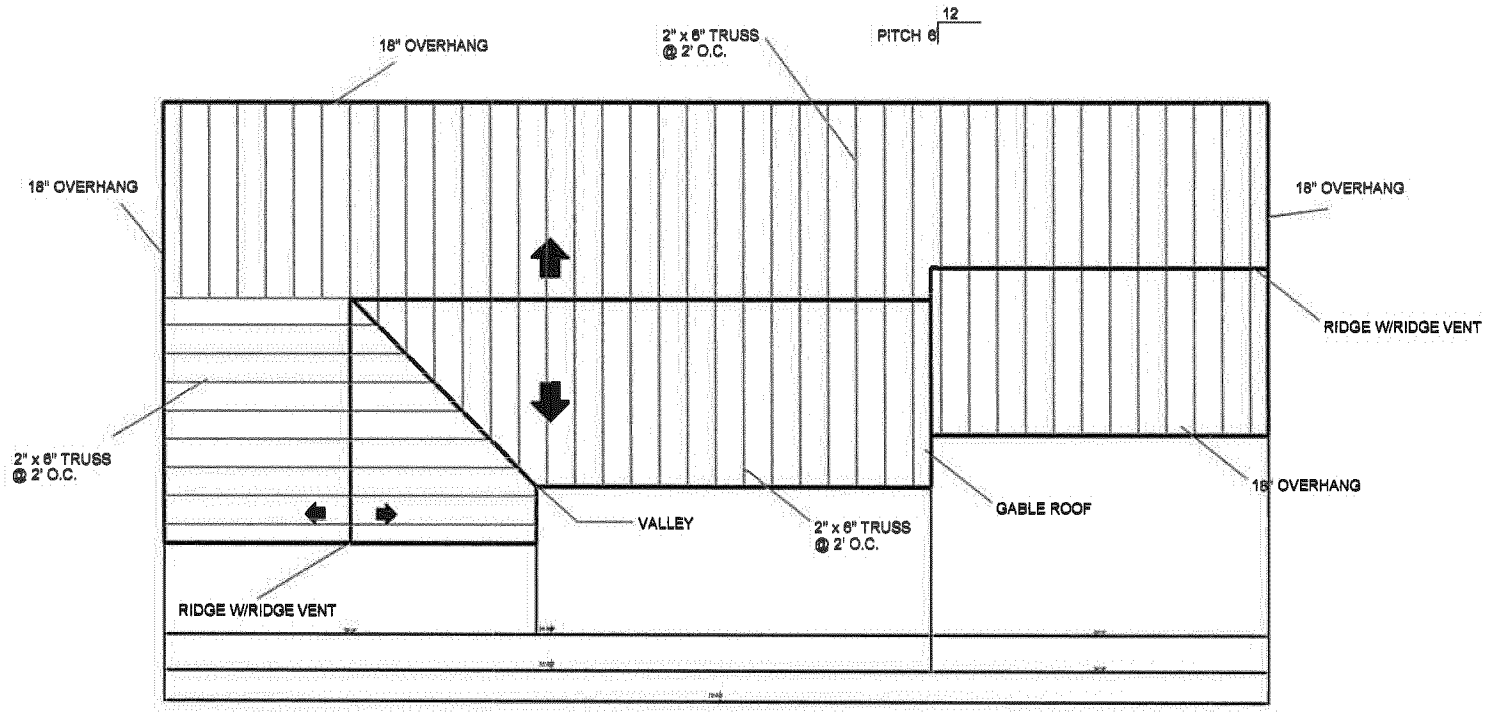
TRANSVERSE SECTION
PALLMERS LOT 1
COMMUNITY CONNECTIONS
HATTIESBURG, MS 39404 PHONE: (601) 261-0820

DESIGNED BY:
FAITH DESIGN
P.O. BOX 15504
HATTIESBURG, MS.
39404
(601)-543-9861

DATE:
JANUARY 27, 2006

DRAWN BY:
D.S.JOHNSON

SHEET NO.
A-7



ROOF LAYOUT

SCALE: 1/4" = 1' - 0"

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REVISIONS

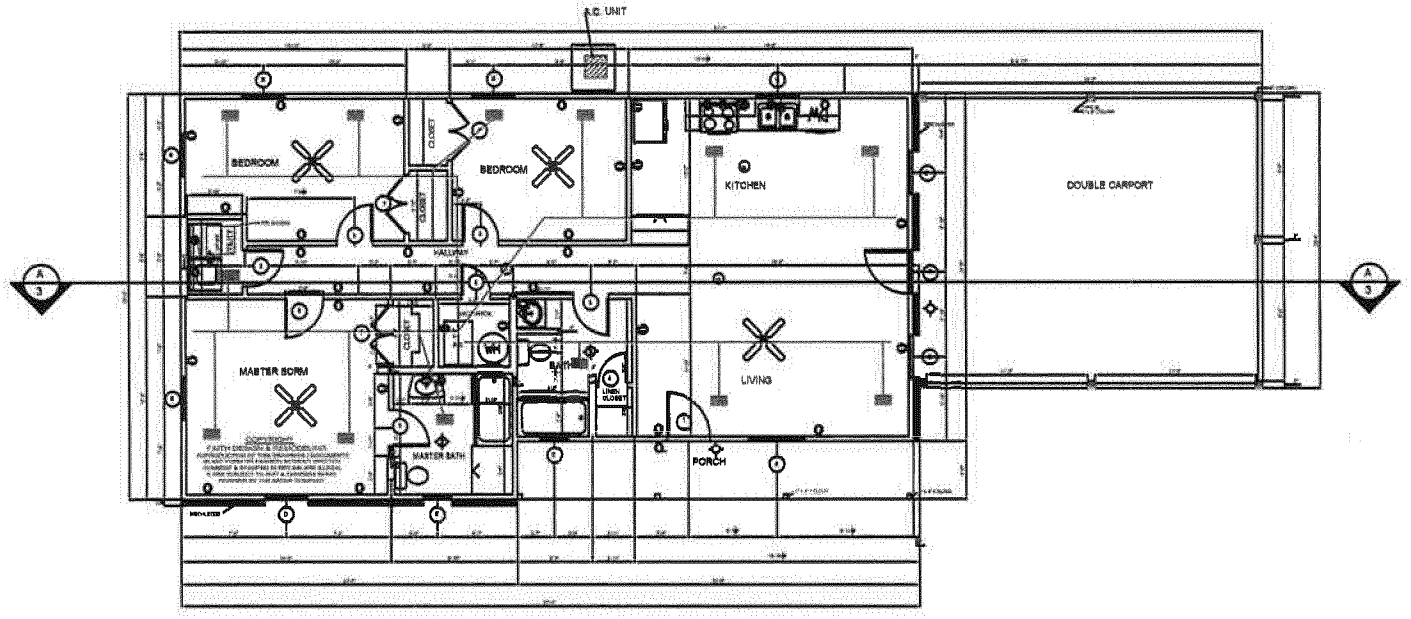
ROOF PLAN
PALMERS LOT 1
COMMUNITY CONNECTIONS
HATTIESBURG, MS 39404 PHONE: (601) 261-0820

DESIGNED BY:
FAITH DESIGN
P.O. BOX 15504
HATTIESBURG, MS.
39404
(601)543-9051

DATE:
JANUARY 27, 2006

DRAWN BY:
D.S.JOHNSON

SHEET NO.
A-5



MECHANICAL PLAN

SCALE: 1/4" = 1' - 0"

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PLANS AND DIMENSION FAILURE TO DO SO WILL NOT RELIEVE HIM FROM CONSTRUCTION THE RESIDENCE AS PER PLANS AND NOTES.
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6. ELECTRICAL PANEL TO BE SIZED BY THE ELECTRICAL CONTRACTOR.
7. 2" x 4" BRACING TO BE PLACE IN STUD WALL FOR MILLWORK SUPPORT MUST MEET INSPECTION REQUIREMENTS.
8. HURRICANE CLIPS AND TIES ARE TO BE USED AND MUST MEET CODE REQUIREMENTS

MECHANICAL SCHEDULE	
SYM.	DESCRIPTION
	A.C. REGISTER
R.A.	RETURN AIR
	A.C. UNIT

SQUARE FOOTAGE	
HEATED	1318.242
NON-HEATED	592
TOTAL	1910.242

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REVISIONS

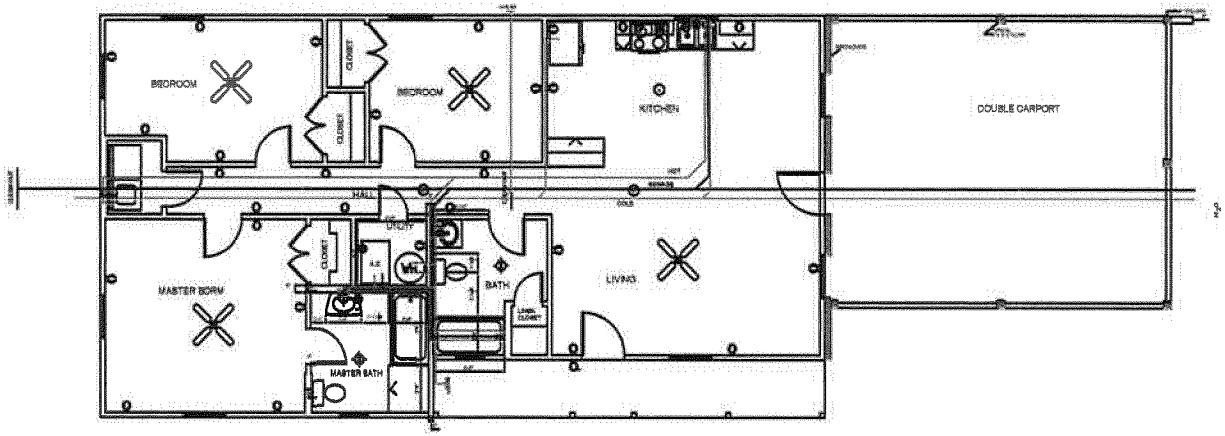
MECHANICAL PLAN
PALMERS LOT 1
COMMUNITY CONNECTIONS
HATTIESBURG, MS 39401
PHONE: (601) 261-0820

DESIGNED BY:
FAITH DESIGN
P.O. BOX 15584
HATTIESBURG, MS. 39404
(601) 543-8861

DATE:
JANUARY 27, 2006

DRAWN BY:
D.S.JOHNSON

SHEET NO.
M-1



PLUMBING PLAN

SCALE: 1/4" = 1' - 0"

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PLUMBING LEGEND	
SYM.	DESCRIPTION
	HOT WATER SUPPLY LINE
	NEW SUPPLY LINE
	COLD WATER SUPPLY LINE

SQUARE FOOTAGE	
HEATED	1318.242
NON-HEATED	592
TOTAL	1910.242

GENERAL NOTES:

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2. ALL WORK IS TO BE ACCOMPLISHED IN A PROFESSIONAL, WORKMANLIKE MANNER. ALL WORK IS TO COMPLY WITH ALL STATE AND LOCAL CODES
3. THE GENERAL CONTRACTOR SHALL COORDINATE ALL WORK WITH THE PLUMBING CONTRACTOR
4. THE OWNER RESERVES THE RIGHT OF FINAL APPROVAL ON ALL PHASES OF THE PROJECT. ANY ITEM NOT IN ACCORDANCE TO THE PLANS OR NOTES WILL BE APPROVED BY THE OWNER PRIOR TO COMMENCEMENT OF THAT ITEM FAILURE TO DO SO WILL RESULT IN THE CONTRACTOR REPLACING THE WORK AT NO ADDITIONAL COST TO THE OWNER
5. ALL PLUMBING TO BE SIZED BY THE PLUMBING CONTRACTOR.

REVISIONS

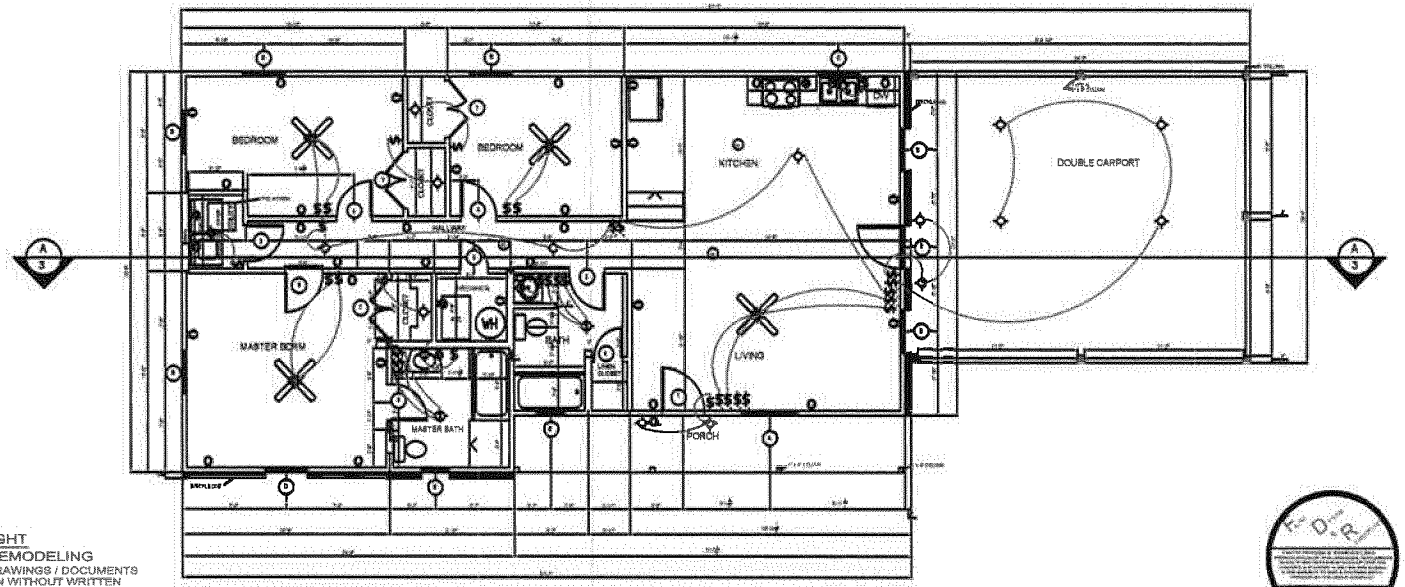
PLUMBING PLAN
PALMERS LOT 1
COMMUNITY CONNECTIONS
HATTIESBURG, MS 39401 PHONE: (601) 261-0820

DESIGNED BY:
FAITH DESIGN
P.O. BOX 15504
HATTIESBURG, MS. 39404
(601)-543-8061

DATE:
JANUARY 27, 2006

DRAWN BY:
D.S.JOHNSON

SHEET NO:
P-1



ELECTRICAL PLAN

SCALE: 1/4" = 1' - 0"

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ELECTRICAL SYMBOLS

SYM.	DESCRIPTION
	110 VOLT DUPLEX CONVENIENCE OUTLET
	GROUND FAULT CIRCUIT INTERRUPTING RECEPTACLE
	110 VOLT WEATHERPROOF RECEPTACLE
	220 VOLT RECEPTACLE
$	SINGLE POLE SWITCH
$	THREE WAY SWITCH
	SUSPENDED CEILING FIXTURE
	RECESSED LIGHT/HEAT/FAN
	SMOKE DETECTOR
	THERMOSTAT
	TELEVISION OUTLET
	DOORBELL
	INTERCONNECTING TELEPHONE OUTLET

SQUARE FOOTAGE

HEATED	1318.242
NON-HEATED	592
TOTAL	1910.242

GENERAL NOTES:

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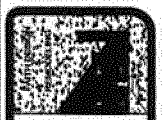
6. ELECTRICAL PANEL TO BE SIZED BY THE ELECTRICAL CONTRACTOR.

REVISIONS



ELECTRICAL PLAN

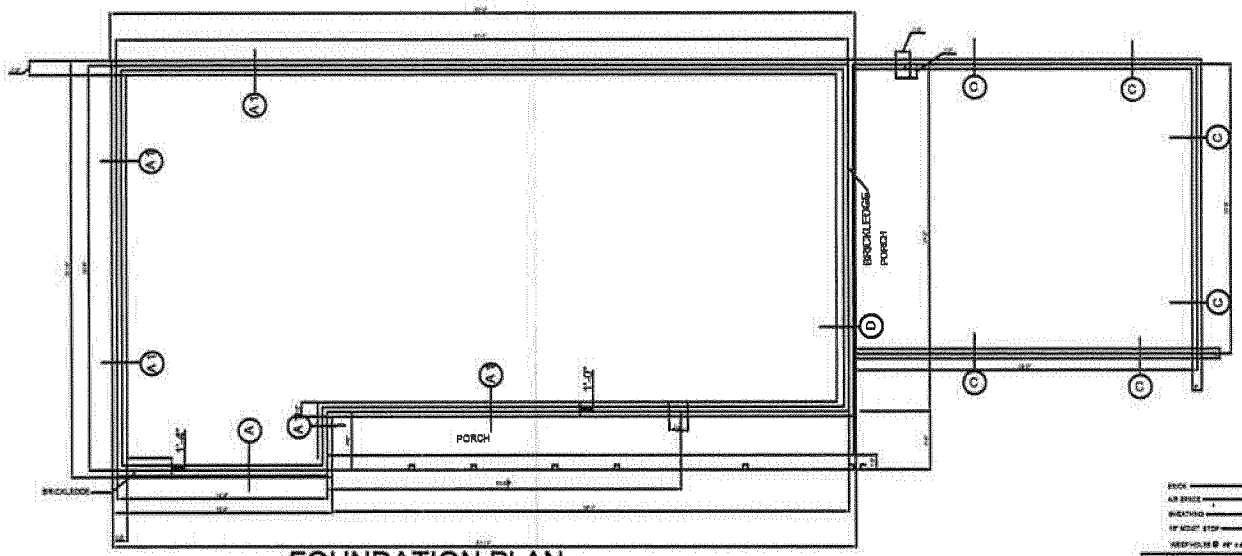
PALMERS LOT 1
COMMUNITY CONNECTIONS
HATTIESBURG, MS 39404
PHONE: (601) 261-0820

DESIGNED BY:
FAITH DESIGN
P.O. BOX 15504
HATTIESBURG, MS. 39404
(601)-543-5061

DATE:
JANUARY 27, 2006

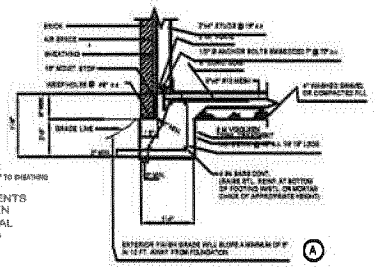
DRAWN BY:
D.S.JOHNSON

SHEET NO:
E-1



FOUNDATION PLAN

SCALE: 1/4" = 1' - 0"



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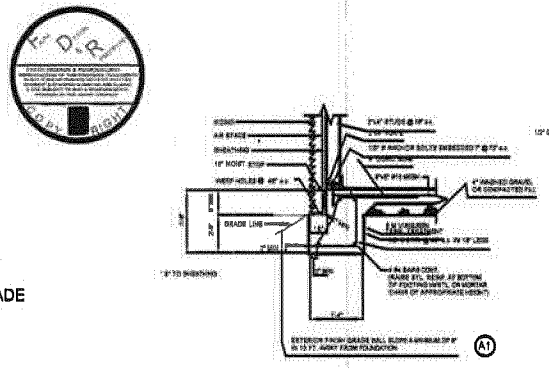
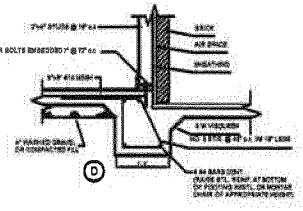
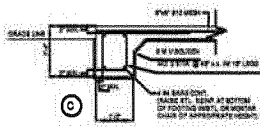






FOUNDATION DETAILS

SCALE: N.T.S.

CONTRACTOR NOTE:

1. SIZE OF CONC. FOOTING & SIZE & NUMBER OF STEEL BARS MAY VARY VERIFY W/ LOCAL BLDG. CODE.
2. FOUNDATIONS SHALL EXTEND NOT LESS THAN 12 INCHES BELOW THE FINISHED NATURAL GRADE OR ENGINEERED FILL AND IN NO CASE LESS THAN THE FROST LINE DEPTH.

REVISIONS

FOUNDATION PLAN & DETAILS

PALMERS LOT 1
COMMUNITY CONNECTIONS
HATTIESBURG, MS 39404 PHONE: (601) 261-0820

DESIGNED BY:
FAITH DESIGN
P.O. BOX 155984
HATTIESBURG, MS. 39404
(601)-543-8601

DATE:
JANUARY 27, 2006

DRAWN BY:
D.S.JOHNSON

SHEET NO.
S-1

HOMEOWNERSHIP AGREEMENT BETWEEN THE
CITY OF HATTIESBURG
AND COMMUNITY CONNECTIONS

THIS AGREEMENT, entered into this **22nd** day of **April, 2014** by and between the City of Hattiesburg (hereinafter referred to as the "CITY"), and **Community Connections, Inc.**, a nonprofit corporation (hereinafter referred to as the "DEVELOPER") whose principal office is located at **215 Mobile Street, Hattiesburg, MS.**

WHEREAS, the CITY is a recipient of HOME Investment Partnerships grant funds from the United States Department of Housing and Urban Development (HUD) pursuant to 24 CFR 92; and

WHEREAS, the CITY wishes to engage the DEVELOPER to assist the City in utilizing such funds;

WHEREAS, the DEVELOPER has been selected to utilize HOME funds to develop and sell **One (1)** single-family home(s) to income eligible household(s) as outlined in this agreement;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Exhibits, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

a. **CITY** – is hereby defined as the Department of Federal and State Programs the agency administering the HOME Program for the CITY of Hattiesburg. For the purpose of this Agreement and all administration of HOME funds, the CITY shall execute fiscal and programmatic control of this agreement. The term "Approval by the CITY" or like term used in this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation under State or local law or regulation.

b. **CHDO** – Community Housing Development Organization as defined in 92.2 of the HOME rule.

c. **DIRECTOR** – is hereby defined as the Director of the Department of Federal and State Programs of the CITY of Hattiesburg.

d. **DEVELOPER FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for the professional, technical and construction services rendered pursuant to this Agreement.

e. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described herein.

f. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

g. **IDIS** – Integrated Disbursement and Information System.

h. **PROJECT COMPLETION** – the project has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed, the CITY has signed off on all work and the work has been performed to the satisfaction of the CITY, the CITY has received all required documents from the DEVELOPER and the project is fully occupied by income eligible households. All documents that enforce the affordability period must be recorded.

Section II – Term of Agreement

The term of this Agreement shall commence on **April 22, 2014.** The Project Completion deadline shall be **August 1, 2015.** The term of the Agreement shall expire at the fulfillment of the affordability period, herein identified as **fifteen (15) years**, which is **August 1, 2030**, unless terminated earlier as provided for herein.

The CITY shall provide HOME funds in an amount not to exceed **$60,000.00**, in accordance with the attached budget hereby attached as **Exhibit A**.

The DEVELOPER expressly agrees to complete all work required by this Agreement in accordance with the timetable set forth.

Project Start Date: **04/22/2014**

Project Completion Date: **08/01/2015**

Interim Milestones/Deadlines (list below):

Milestones	***Projected***	***Deadline***
Property acquired/closed	08/01/2014	10/01/2014*
Lot properly subdivided to allow permitting	09/15/2014	12/01/2014
Construction financing secured/Loan closed	11/01/2014	12/01/2014
Plans/specs completed & Permitting secured	09/15/2014	11/01/2014
Construction started	11/01/2014	02/01/2015*
Framing and roofing complete	01/01/2015	03/01/2015
Electrical and Plumbing rough-in complete	02/01/2015	04/01/2015

Milestones (continued)	*Projected*	*Deadline*
Construction estimated at 50% complete	02/01/2015	04/01/2015*
Interior and exterior finishing complete	04/01/2015	05/01/2015
Landscaping complete	04/01/2015	05/01/2015
Construction complete w/ Certificate of Occupancy	04/01/2015	05/01/2015*
Marketing Begins	11/01/2014	02/01/2015
Marketing Complete/Qualified Buyer Identified	04/01/2015	06/01/2015*
Buyer Closing	06/01/2015	08/01/2015*

* - marked deadline dates indicate deadlines that, if missed, will result in either the cancellation of the project, partial or full loss of the developer fee available, and/or required conversion of the project from Homebuyer to Rental as determined by this agreement and the City of Hattiesburg's CHDO Program Policies & Procedures.

1. This project is subject to ongoing affordability requirements of the HOME program. The affordability period for this project shall be **15** years from the date the project has been completed, including the project being sold to an eligible buyer. The Provisions of this Agreement shall remain in effect for the affordability period. During this compliance period, the DEVELOPER will assure continued compliance with the HOME requirements for homebuyer units. This includes monitoring units for principal residency and recapture of funds if the property is sold and is no longer the primary residence of the homebuyer.

2. Timely completion of the work specified in this agreement is an integral and essential part of performance.

3. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this Agreement, it is understood and agreed by the DEVELOPER that the PROJECT will be completed as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the project will not be delayed.

4. Failure to meet these deadlines can result in cancellation of this Agreement and the revocation of HOME funds.

5. Since it is mutually agreed that time is of the essence in regard to this Agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this Agreement, in order to ensure that the PROJECT will be completed according to the timetable set forth. It is intended that such provisions inserted in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the CITY and enforceable by the CITY against the DEVELOPER and its successors and assigns to the project or any part thereof or any interest therein.

6. In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by the DEVELOPER; the CITY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY promptly in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Scope of Work

A detailed scope of work is attached as **Exhibit B**. The DEVELOPER, in close coordination with the CITY, shall perform all professional services (the "WORK") necessary to complete the development and occupancy of the following project in full compliance with the terms of this Agreement:

Project Description:
Project calls for the construction of a single-family home on a lot to be subdivided from a larger parcel at the Southeast corner of the intersection of Barkley Road and Johnston Street to be sold to a low- to moderate-income qualified buyer. The home is a three-bed, two-bath design consistent with properties in the neighborhood developed by the same developer. The attached scope of work in Exhibit B includes conceptual drawings and site plans to guide the development, which also requires proper approval and permitting by the Department of Urban Development. Fixtures and amenities are to be those common to affordable housing and shall not include items deemed unnecessary luxury. Amenities include central heat & air conditioning, range/oven, hood fan, disposal, laundry hookups (no units), dishwasher, ceiling fans where appropriate, tile and carpet flooring or other material types as approved.

Project Addresses: Exact address to be determined, but will lie in the 500 block of Barkley Road on the South side of the street, at the corner of Barkley Road and Johnston Street.

Legal Description:
Parcel to be subdivided prior to construction.* Final lot size will be consistent with lot sizes on the Southwest corner.
COM AT THE NWC OF SEC 26 FOR POB S220.65 N89 DG E486 N216.4 TO THE NORTH LN OF SEC 26 N89 DG WEST ALG THE NORTH LN OF SEC 26 FOR 486 BACK TO POB CON 2.44 AC M/L 633/486 5/9
PREV #:1126114
B813 P740 4-1-99

1. It is understood that the DEVELOPER has provided a specific working budget, **Exhibit A** and realistic timetable, **which is also reflected in Section II, herein,** as it relates to:

acquisition, construction/rehabilitation, soft costs, development fee, closing costs, and other allowable costs/activities prior to any fund usage. Said budget shall identify all sources and uses of funds and allocate HOME and non-HOME funds to activities or line items.

2. The Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal as received by the CITY on **March 26, 2014**. The aforementioned document will be considered to be a part and portion of this Agreement for reference, **but as certain specifics may have been negotiated, the details outlined in the Agreement outweigh those in the proposal document in the case of any discrepancies.**

Section IV – Reimbursement of Expenses

1. Project expenses (excluding Developer fee) shall be paid based on vouchers for actual expenses incurred or paid by the DEVELOPER. Requests for payment must be submitted by the DEVELOPER on forms specified by the CITY **(see Chapter 5.3 of the CHDO Policies & Procedures)** with adequate and proper documentation of eligible costs incurred in compliance with 92.206 and necessary for reporting to HUD in IDIS. All such expenses shall be in conformance with the approved Project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved Project budget. The City will inspect all work to ensure that the work has been completed in accordance with the contract. The CITY shall pay on a reimbursement basis as funds are needed for eligible cost and expenses are incurred.

    a. The DEVELOPER shall submit a HOME Program Request for Payment Form for reimbursement of Eligible Costs. Eligible Costs shall mean those costs provided for in the Budget for the Project. The CITY Inspector will perform a site visit to inspect the work and ensure that the costs have been incurred and the work is eligible for payment.

    b. Upon the CITY's acceptance of a properly submitted Request for Payment form for reimbursement of Eligible Costs and a determination by the Department that the work has been properly completed, the CITY will process the payment. The CITY shall pay the DEVELOPER within thirty (30) calendar days from receipt of the Request for Payment if there are no outstanding documents and all work has been completed.

2. The CITY will retain 10% of each project payment draw until Project completion. The DEVELOPER must submit a final invoice upon completion. Final payment shall be made after the CITY has determined that all services have been rendered, files updated, documentation delivered, required reports completed, receipts submitted along with final invoices, releases of liens, final inspection and Certificate of Completion and units have been placed in service in full compliance with HOME regulations, including submission

of a completion report and occupancy of no less than one (1) unit, the CITY will release the final 10% withheld. Refer to section VI (4) of this Agreement for payment of developer fees.

3. The CITY reserves the right to inspect records and Project sites to determine thatreimbursement and compensation requests are reasonable. The CITY also reserves the right tohold payment until adequate documentation has been provided and reviewed.

4. The CITY shall have the right to review and audit all records of the DEVELOPER pertaining toany payment by the CITY. Said records shall be maintained for a period of five years afterthe affordability period ends.

Section V – Project Requirements

The DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFRPart 92. In addition, the DEVELOPER must comply with the following requirements specific to this project, including but not limited to, the following:

1. No HOME project funds will be advanced, and no costs can be incurred, until the CITY has conducted an environmental review of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

2. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review and receipt by the CITY of a release of funds from HUD under 24 CFR Part 58.

3. Further, the DEVELOPER will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the Agreement.

4. HOME funds advanced to the project will be secured by a note and mortgage, and a land covenant as required by 24 CFR Part 92.

5. The DEVELOPER will ensure that any expenditure of HOME funds will be in compliance with the requirements at 92.206, and acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.

6. The DEVELOPER will not acquire property that is occupied. All properties acquired under this program must be vacant or occupied by the seller. All acquisitions under this program are voluntary acquisitions. If the project is occupied at the time of this commitment, the DEVELOPER, using non-HOME funds, will comply with the

relocation requirements of 24 CFR 92.353. The DEVELOPER will provide the seller with a voluntary acquisition notice if the property is being purchased with HOME funds.

7. The DEVELOPER shall assure compliance with 24 CFR 92.251 as relates to Property Standards and local codes, Accessibility Standards under 24 CFR 92.251(a)(3), Model Energy Code standards, as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

8. The DEVELOPER will be monitored by the CITY for compliance with the regulations of 24 CFR 92 for the compliance period specified above. The DEVELOPER will provide reports and access to project files and the project site as requested by the CITY during the project term and for five (5) years after the affordability period ends.

9. The DEVELOPER shall ensure that any contractor, subcontractor or participant awarded work under this contract has not been debarred, suspended or determined ineligible to perform work funded by HUD. To determine if a contractor, subcontractor or participant has been debarred, suspended or determined ineligible go to: https://www.epls.gov/.

10. The DEVELOPER (as a CHDO) may retain proceeds as defined in 24 CFR 92.2 from the grant funds provided under this Agreement. The proceeds are to be used for eligible affordable housing activities to benefit low-income families.

11. The DEVELOPER agrees that any news release, article, public service announcement or advertisement or any other type of publicity pertaining to this Project (program literature, brochures, project sign and letterhead) must recognize the City of Hattiesburg and the U.S. Department of Housing and Urban Development HOME Investment Partnerships Program as providing funds for this Project.

12. Subsidy layering. Before committing funds to a Project, the CITY or the DEVELOPER must evaluate the project and will not invest any more HOME funds, in combination with other governmental assistance, than is necessary to provide affordable housing. The cost of this review will be borne by the CITY or the DEVELOPER and this expense may be eligible for reimbursement by HOME funds provided under this Agreement. The DEVELOPER is responsible to ensure that the costs are reasonable.

13. The Developer will include green features, universal design features in its projects to greatest extent feasible and will ensure that all appliances are energy star rated appliances.

14. The CITY will take a 2nd or higher position on its mortgage if required by other funding sources to ensure the feasibility and development of the Project.

15. All claims, disputes and other matters in question arising out of, or relating to, the construction Agreement or the breech thereof, and except for the claims which have been waived by the making or acceptance of the final payment shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American

Arbitration Association, unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

16. The maximum per unit subsidy that may be invested on a per-unit basis in affordable housing may not exceed the per-unit dollar limitations established under section 221(d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the area in which the housing is located.

17. Affordability period.

Homeownership assistance HOME amount per-unit	Minimum period of affordability in years
Under $15,000	5
$15,000 to $40,000	10
Over $40,000	15

The funds provided to eligible households to make the unit affordable under this program are subject to affordability requirements in accordance with 92.254. During the affordability period the homebuyer must maintain the home as his/her principal place of residence at all times. The assistance is forgiven 20%, 10% or 7% a year over the affordability period. At the end of the affordability period the mortgage lien is released in full if the owner has complied with all of the terms of the program.

18. The DEVELOPER will also comply with the CITY of Hattiesburg's minority outreach WBE/MBE program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into with such persons or entities, public and private, in order to facilitate the activities of the CITY to provide affordable housing.

19. The CITY has the right to reject participation in the project from any contractor that has done previous business with the CITY and has failed to comply with the requirements of the program or who has been involved in litigation with the CITY.

20. All housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at Part 35, Subparts A, B, J, K, M and R of this title outlined in 92.355.
21. The DEVELOPER must have developed a waiting list of buyers that are determined eligible by the CHDO under the HOME program requirements. There shall be no less than one (1) eligible buyer for each unit to be sold.

22. Units that do not have a ratified sales contract within six months (6) after the Certificate of Occupancy has been issued must convert to rental. The DEVELOPER must notify the CITY that the units have remained unsold for the six-month period. No later than 30 days after the six-month period, the CITY will execute a rental agreement with the DEVELOPER for the CHDO's day-to-day management and administration of the rental unit(s) in compliance with 92.252. This agreement serves as acceptance on the part of the DEVELOPER of the responsibilities of a Rental Project should the DEVELOPER fail to sell the units, and the DEVELOPER herein acknowledges receipt of the City of Hattiesburg's standard agreement related to HOME-funded rental projects, which the DEVELOPER agrees to execute. Failure or refusal by the DEVELOPER to execute such a document will result in the required repayment of all HOME funds.

23. The homebuyer will maintain adequate hazard and flood insurance coverage, if applicable, on the property acquired, during the affordability period and will name the City of Hattiesburg as an additional insured.

24. The DEVELOPER will ensure that all HOME assisted units meet the following requirements:
    a) The housing must be single-family housing or condominiums. No manufactured housing is allowed to be purchased under this program.

    b) The housing must be modest housing as follows:

        1. In the case of acquisition of newly constructed housing or standard housing, the housing has a purchase price for the type of single-family housing that does not exceed 95 percent of the median purchase price. In the case of acquisition with rehabilitation, the housing has an estimated value after rehabilitation that does not exceed 95 percent of the median purchase price for the area as set forth in 24 CFR Part 92.254(a), but subject to change. The most current HUD limits can be found at:

http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/maxprice.cfm

25. Type of Ownership: The property must be acquired in fee simple title by both the DEVELOPER and, subsequently, the HOMEBUYER.

26. Accessible units: the DEVELOPER will incorporate accessibility features, universal design and green features to the units that will be developed. All appliances must meet energy star requirements.

27. In the event that a HOMEBUYER sells the home, rents the home, or fails to keep the home as their primary residence or if the home is foreclosed during the affordability period, then the HOME assistance to the buyer (entire loan amount-less forgiven amount)

will be recaptured by the CITY. If the net proceeds are sufficient (amount of proceeds remaining after any superior loans plus any legal fees and closing costs are paid) the proceeds will be used to repay the HOME assistance.

28. Consequently, if the proceeds exceed the loan amount as set forth herein, the HOMEBUYER will be entitled to retain any remaining proceeds of the sale. If there are no net proceeds, then no repayment will be required. The recaptured funds must be returned to the CITY immediately upon receipt, but no later than 30 days after receipt by the DEVELOPER. The DEVELOPER shall identify the original buyer including the property address associated with the recaptured funds.

29. The housing must be acquired by a HOMEBUYER whose household qualifies as a low-income household and the housing must be the principal residence of the household throughout the affordability period. Low income is defined as households whose income does not exceed 80% of the area median income as defined by HUD and adjusted for household size. The household will be determined income eligible in accordance with IRS 1040 adjusted gross income as outlined in 92.203 (b) (3). The DEVELOPER is responsible for qualifying the household as income eligible for assistance. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD "Technical Guide for Determining Income and Allowances under the HOME Program found at:
http://www.hud.gov/offices/cpd/affordablehousing/library/modelguides/2005/1780.cfm.

30. Once initial eligibility of the HOMEBUYER is determined, the DEVELOPER is required to:

    a) Submit the income verification information to the CITY for review. The CITY will notify the DEVELOPER that it concurs with the applicant's eligibility for the program and the CITY will provide written approval for the DEVELOPER to issue an award letter to the applicant.

       Income verifications under the HOME program must be dated no earlier than six (6) months prior to receipt of assistance. After six months, applicant verifications must be redone and household income must be recalculated to determine that the household still meets the income requirements.

    b) Collect and maintain project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households in order to determine low and moderate-income benefit in a cumulative and individual manner.

31. The CITY retains the right to withhold payment if the DEVELOPER fails to carry out the activities authorized under this Agreement in accordance with the timeline and schedule provided. Time is of the essence under this Agreement and the HOME program sets specific deadlines for reporting of expenditure of funds. The DEVELOPER must comply with the timeframes stipulated under this Agreement and in the event that the project

cannot be completed on schedule, the DEVELOPER must immediately notify the CITY. Refer to Section II (6) for factors beyond the DEVELOPER'S control. Specific penalties for non-performance are outlined in Section VI (8) of this Agreement.

32. In the selection of occupants for Project units, the DEVELOPER shall comply with all nondiscrimination requirements of 24 CFR 92.350.

33. The DEVELOPER will comply with the City of Hattiesburg's Affirmative Fair Housing Policy in marketing the homes for sale.

    a. The DEVELOPER will use the Fair Housing and Equal Opportunity Logo in all of its advertising for properties built with HOME funds.

    b. The DEVELOPER will post a Fair Housing poster in its office in a location that is visible to the public being served under the HOME program. For a Spacing copy of the poster go to: http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_7802.pdf

    c. All advertising, applications and marketing tools prepared by the DEVELOPER for the sale of HOME assisted units shall include the following language "We comply with the Fair Housing Law. Our office does not discriminate on the basis of race, color, national origin, religion, sex, familial status or disability".

    d. The DEVELOPER will provide all program participants with a copy of the "Fair Housing Equal Opportunity for All" brochure. A copy of the brochure can be found at: http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12146.pdf

34. The CITY shall record a mortgage and note on the property when sold for the affordability period in compliance with 24 CFR 92.254 and that the CITY will monitor each unit for principal residency on an annual basis.

35. Each year, the DEVELOPER will mail a form letter to the HOMEBUYER requesting that they confirm their continued occupancy of the property for the term of the affordability period. The form shall be retained in a file by the DEVELOPER as documentation that the unit remains occupied by the original HOMEBUYER. These files shall be available to the CITY upon request.

Section VI - Funding and Method of Payment

1. The DEVELOPER may be obtaining funding for the project from various sources. The maximum amount payable by CITY under this Agreement shall be **$60,000.00, of which, $54,000.00 shall be available for project-specific development costs, and $6,000.00 shall be the maximum amount available as a Developer Fee according to Section VI, paragraph 7, below.** The City's payment shall always be a proportionate share of all funds invested in the project. The HOME Funds provided by CITY to the DEVELOPER shall be in the form of a deferred payment forgivable loan, 0% interest, forgiven pro rata over the course of the affordability period. At Loan closing, the DEVELOPER shall

execute and CITY shall record, at the DEVELOPER's expense, in the Public Records of Forrest County, Mississippi, a Deed of Trust to ensure that the HOME assisted units are sold to income eligible buyers. This mortgage, note and restrictive covenant will be released as units are sold to income eligible buyers, which will be required to accept a similar Deed of Trust for an appropriate affordability period.

2. Project expenses (excluding DEVELOPER Fees) shall be paid on a reimbursement basis based on vouchers for actual expenses incurred or paid by the DEVELOPER. Requests for payment must be submitted by the DEVELOPER on forms specified by the CITY **(see Chapter 5.3 of the CHDO Policies & Procedures)** with adequate and proper documentation of eligible costs incurred in compliance with 92.206 and necessary for reporting to HUD in IDIS. All such expenses shall be in conformance with the approved Project budget. Budget revision and approval by the CITY shall be required prior to payment of any expenses not conforming to the approved project budget.

3. Payment request shall not exceed one payment per month and payments must be submitted along with any progress reports required by the CITY. The CITY retains the right to withhold payment for missing and incomplete progress reports.

4. The CITY will retain 10% of each payment draw until Project completion. When the DEVELOPER submits all required documentation for final payment including; but not limited to, a project completion report, receipts, final invoices and HOMEBUYER information, releases of liens, final inspection and Certificate of Completion from the building department, the CITY will release the final 10% withheld.

5. The CITY reserves the right to inspect records and the Project site to determine that reimbursement and compensation requests are reasonable. The CITY also reserves the right to hold payment until adequate documentation has been provided and reviewed.

6. The CITY shall have the right to review and audit all records of the DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five (5) years after the affordability period ends.

7. DEVELOPER Fee

   A DEVELOPER'S Fee is compensation to the developer for the time and risk involved to develop the project. It is typically based on the size of the project, the total development cost and the risk associated with the project. The DEVELOPER's fee is expressed as a percentage of the total **HOME-investment portion of** the development cost. DEVELOPERS who perform work in a timely fashion and comply with the timelines outlined in the Agreement will receive a DEVELOPER's fee of no more than 10% of the total HOME funds awarded under the Agreement.

   The DEVELOPER fee will be paid as follows:

a) 50% of the DEVELOPER fee will be paid when the project is 50% completed based on the timeline in the Agreement. The DEVELOPER must meet the threshold requirements as stated in the Agreement and the fee will be approved for payment by CITY staff based on a review of project status, documentation submitted and inspections passed.
b) The final 50% of the DEVELOPER fee will be paid when the project is 100% completed as defined below ***and***

1. For rental projects, no less than 75% of the units are occupied and leased.
2. For homeownership projects, 100% of the units have been sold to eligible households.

For the purpose of complying with this requirement, completion shall mean that all necessary construction work has been completed and the project has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed and the project is ready for occupancy.

8. Project Penalties

Time is of the essence in the completion of all projects under the HOME program. DEVELOPERs who do not perform in accordance with the timeline and budget stipulated in the Agreement will be subject to penalties for lack of performance. The CITY will closely monitor performance and will enforce the following penalties when the CHDO fails to carry out its contractual obligations under the Agreement.

a) For new construction projects that involve site acquisition:
    1. Failure by the DEVELOPER to provide a warranty deed showing ownership and title to property according to the timeline stipulated in the Agreement will result in the cancellation of the Agreement. The Agreement will be null and void and no compensation will be paid to the DEVELOPER for expenses incurred related to the acquisition of the property.

b) For existing properties already owned by the DEVELOPER
    1. Failure by the DEVELOPER to provide an active building permit issued by the City of Hattiesburg building department within the timeline stipulated in the Agreement will result in the cancellation of the Agreement. The contract will be null and void and no compensation will be paid to the DEVELOPER for expenses incurred up to the date that the Agreement is cancelled or thereafter.

c) Failure by the DEVELOPER to meet the 50% completion timeline outlined in the Agreement will result in a loss of 50% of the total DEVELOPER fee approved under the Agreement.

d) Failure of the DEVELOPER to complete 100% of the project within the timeline specified in the Agreement will result in:

1. A 50% reduction of the DEVELOPER fee authorized under the terms of the Agreement **and**
2. Suspension of the CHDO from participation under the HOME program for not less than one (1) year after the date the project is completed, or the next CHDO reservation funding cycle, whichever occurs later.

e) The CITY retains the right to require a CHDO who has failed to comply with the terms outlined in the Agreement, to transfer title and ownership of the property to the CITYor an agency designated by the CITY to carry out the terms and conditions of the contract in a timely manner. The CITY will consider the CITY's total investment in the property, the stage of project construction, the feasibility that the project will be completed by the HOME program deadlines by the current developer, the date the project will be completed by the new developer and the timing for meeting a national objective up to and including occupancy of the unit. The decision to transfer the title of the property will be based on the decision that is in the best interest of the HOME program, the City of Hattiesburg and its residents. The final decision to transfer title of the property will require approval by the City of Hattiesburg City Council.

f) Developers that experience delays caused by reasons beyond their control in accordance with Section II (6) of this Agreement must submit the reasons for delay and supporting documentation in writing to the Program Director. Extensions will be reviewed by the Director in consultation with City staff. The DEVELOPER will be notified in writing of the department decision to approve the Project delay.

g) At the time that the CITY approves project delay, new timelines will be established for the Project in the form of an amendment to the existing contract. The DEVELOPER must comply with the new timelines. Failure by the DEVELOPER to comply with the new timeliness will trigger the penalties stated above.

9. The DEVELOPER shall have standards of financial accountability that conform to 24 CFR 84.21, "Standards for Financial Management Systems;"

10. HOME Funds shall not be reimbursed by the CITY until the funds are needed for the payment of Eligible Costs. All HOME Funds not expended within the term of this Agreement shall remain in the custody and control of the CITY. The CITY may reallocate unexpended HOME Funds to other HOME Program projects if approved for funding by the Governing Body.

11. The DEVELOPER shall pay its subcontractors and suppliers within thirty (30) days following receipt of payment from CITY for such subcontracted work or supplies, if all required and supporting documentation is provided and the work is completed in accordance with the contract documents.

12. For purposes of this section, Requests for Payment, reports and other documentation required under this Agreement, must be submitted within sixty (60) days of project completion. Reports submitted after that date may not be honored by the CITY, at the discretion of the CITY.

13. The DEVELOPER shall furnish to the CITY all reports required by HUD and such additional reports as may be necessary to comply with all applicable laws, regulations, guidelines, and conditions specified in this Agreement and further, the DEVELOPER and any contractors or subcontractors shall provide any other reports deemed necessary by the CITY.

14. The CITY, HUD or the Comptroller General of the United States or any of their duly authorized representatives shall at all times have the right and option to monitor, inspect, audit, and review the Developer's performance and operation of the HOME program to be performed under this Agreement; and in connection therewith, all of the above mentioned entities shall have the right to inspect any and all records, books, documents, or papers of the DEVELOPER, Contractor and the subcontractors of Contractor, for the purpose of making audit examination, excerpts and transcriptions.

Section VII - CHDO Proceeds

The City of Hattiesburg will allow CHDOs that utilize CHDO reservation funds to develop, rehabilitate, sell or rent housing benefiting income eligible households to retain project proceeds.

Definition of Project Proceeds:

Project proceeds are funds generated by the project and paid to the DEVELOPER from activities carried out with HOME funds. Projects proceeds include:

1. Proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with HOME funds or matching contributions;

2. Payments of principal and interest on loans made using HOME funds;

3. Proceeds from the sale of loans made with HOME funds;

4. Proceeds from the sale of obligations secured by loans made with HOME funds;

5. Interest earned on program income pending its disposition; and

6. Any other interest or return on the investment permitted under § 92.205(b) of HOME funds

All project proceeds received by the CHDO must be used for affordable housing activities to benefit low-income households.

The CHDO will be required to track the investment of project proceeds for housing activities to benefit low-income households. The CHDO must maintain supporting documentation related to the use of these funds for monitoring purposes.

Eligible Uses of Project Proceeds:

CHDOs allowed to retain project proceeds must use the funds for housing activities to benefit low-income families as required by 24 CFR 92.300(a)(2). Low-income households are defined as those that do not exceed 80% of the Area Median Income as established by HUD on an annual basis.

Affordable housing activities which may be funded with CHDO proceeds include, but are not limited to: emergency repairs, project operating costs and reserves, housing refinancing costs, CHDO operating expenses, and homebuyer counseling.

CHDO proceeds which are retained by a CHDO are not subject to the requirements of the HOME regulations, except for 24 CFR 92.300(a)(2). Thus, the Davis-Bacon Act, National Environmental Policies Act and Uniform Relocation Assistance and Real Property Acquisition Policies Act do not apply to the use of CHDO proceeds. However, because CHDO proceeds are derived from the expenditure of HOME funds, any activities which are funded with CHDO proceeds may not be contributed as match.

Section VIII – Repayment of Loan

1. All HOME funds are subject to repayment in the event the project does not meet the project requirements as outlined in this Agreement.

2. It is understood that upon the completion of the project, any HOME funds reserved, but not expended under this Agreement, will revert to the CITY.

3. Sale of the property to another party may occur only with the approval of the CITY. Provisions in those documents will provide for the extinguishment of the requirements only in the event of a third-party foreclosure or deed in lieu of foreclosure. The CITY will be a third party to the agreement between the DEVELOPER and the HOMEBUYER to ensure enforcement of the affordability requirements.

4. The DEVELOPER shall lend the HOME funds to the individual buyers as a subsidy in an amount sufficient to make the purchase affordable. Any HOME funds that reduce the price of the property below the fair market value of the property shall be secured by a HOME note and mortgage as required in 92.254(a)(5)(ii), using the note and mortgage prescribed or approved by the CITY and consistent with the method identified in the CITY's Consolidated Plan.

a. Prior to each closing with each HOMEBUYER, the DEVELOPER will provide to the CITY the preliminary settlement statement, along with the reconciliation statement and the draft note and mortgage. The reconciliation statement shall account for the pro-ration of HOME project funds to the individual unit, and identify those funds that are to be loaned to the buyer as "Buyer subsidies" secured by the HOME note, the pro-rated HOME development funds that are to be forgiven as "Development subsidies", and the amount of DEVELOPER fee or sales proceeds to be retained from settlement funds.

Section IX – CHDO Provisions

1. If the DEVELOPER is a CHDO, the requirements in this section apply to CHDO developers, sponsors and owners. It is understood that the DEVELOPER has certified that it is and will maintain CHDO status for the term of the AGREEMENT in accordance with 24 CFR 92. DEVELOPER agrees to provide information as may be requested by the CITY to document its continued compliance, including but not limited to an annual board roster and certification of continued compliance.

2. Any funds advanced as the CHDO as pre-development funds must be in compliance with 92.301, and are forgivable only under the terms in 92.301.

3. Any funds advanced to the CHDO as CHDO Operating Expenses must be expended in compliance with 24 CFR 92.208. The City of Hattiesburg can provide up to five (5) percent of its fiscal year HOME allocation for operating expenses to the CHDO. These funds may not be used to pay operating expenses incurred by a CHDO acting as a subrecipient or contractor under the HOME Program. Operating expenses means reasonable and necessary costs for the operation of the CHDO. Such costs include salaries, wages, and other employee compensation and benefits; employee education, training, and travel; rent; utilities; communication costs; taxes; insurance; equipment; materials and supplies. The requirements and limitations on the receipt of these funds by CHDOs are set forth in 92.300(e) and (f).

Section X – Procurement Standards

1. The DEVELOPER shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. The DEVELOPER's procurement procedures must be approved by the CITY. All costs will be reviewed by the CITY to assure reasonableness.

2. In addition, it is understood that any DEVELOPER that can be considered to be a religious or faith-based organization shall abide by all portions of 24 CFR 92.257.

Section XI – Conflict of Interest Provisions

1. The DEVELOPER warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The DEVELOPER further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

2. No persons who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

3. The conflict of interest provisions apply to any person, employee, agent, consultant, officer, or elected official or appointed official of the CITY. If it is determined that a conflict of interest exists, the CITY will be immediately notified. The CITY will follow the process outlined in 32.356 and request an opinion from HUD to determine if a conflict of interest exists.

4. No owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit or non-profit, including CHDOs when acting as an owner, developer or sponsor may occupy a HOME-assisted affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

5. The CITY may grant exceptions or forward the requests to HUD as permitted by24 CFR 92.356, 85.36 and 84.42, as they apply.

Section XII – City Responsibilities

The CITY shall furnish the DEVELOPER with the following services and information from existing CITY records and CITY files:

1. The CITY shall provide to the DEVELOPER information regarding its requirements for the Project.

2. The CITY will provide the DEVELOPER with any changes in HOME regulations or program limits that affect the project, including but not limited to, income limits, property value limits and rent limits.

3. The CITY will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the project, and will provide information to the

DEVELOPER regarding any progress inspections or monitoring to assist it in ensuring compliance.

4. The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all CITY regulations and ordinances.

5. The CITY shall monitor, review, and evaluate the financial procedures of the DEVELOPER through documents submitted to the CITY and on-site monitoring. The DEVELOPER shall provide to the CITY such reports, and make available to the CITY such records that will be necessary for a proper financial evaluation. With reasonable notice (generally ten (10) working days) being given to the DEVELOPER, the CITY shall schedule at least one on-site visit during the term of said Agreement and other visits that may be needed.

6. The Department of Federal and State Programs, on behalf of the CITY shall monitor, review, and evaluate the DEVELOPER. Fiscal reports will be reviewed and evaluated in terms of the total budget and accomplishments in relationship to expenditures. With reasonable notice (generally ten (10) working days) being given to the DEVELOPER, the Department shall schedule at least one (1) on-site visit and other visits that may be needed during the course of said Agreement. At such times and in such forms as the CITY may require, there shall be furnished to the CITY such statements, records, data, and information as may be necessary.

7. Within a reasonable period of time (generally 45 days) after the monitoring visit, the Department of Federal and State Programs shall furnish to the DEVELOPER a letter and any necessary reports summarizing the monitoring visit. Such letters and reports will include any findings or concerns and recommendations for improvement.

8. The DEVELOPER shall have 30 days from the receipt of a financial or programmatic monitoring letter to address any findings or concerns. Should the concerns not be addressed in a manner acceptable to the CITY, this Agreement shall be terminated in accordance with the provisions for termination outlined in this Agreement.

9. Nothing contained herein shall relieve the DEVELOPER of any responsibility as provided under this Agreement.

Section XIII – Equal Employment Opportunity

During the performance of this contract, the DEVELOPER agrees as follows:

1. The DEVELOPER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national

origin. The DEVELOPER will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, familial status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the CITY setting forth the provisions of this nondiscrimination clause.

2. The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The DEVELOPER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the DEVELOPER's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The DEVELOPER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The DEVELOPER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

6. In the event the DEVELOPER is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the DEVELOPER may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

7. The DEVELOPER will include the provisions of this Agreement in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24,1965, so that such provisions will be binding upon each subcontractor or vendor. The DEVELOPER

will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Section XIV – Section 3 Compliance

The DEVELOPER agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

1. The work to be performed under this contract is subject to the requirements of Section3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The DEVELOPER will comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by the execution of this Agreement, the DEVELOPER certifies that they are under no contractual or other impediment that would prevent them from complying with 24 CFR Part 135 of the regulations.

3. The DEVELOPER, its contractors and subcontractors, if applicable agree to send to each labor organization or representative of workers with which the DEVELOPER, its contractors and subcontractors has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the DEVELOPER, its contractors and subcontractors commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The DEVELOPER, its contractors and subcontractors agree to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The DEVELOPER and its contractors will not subcontract with any subcontractor where the DEVELOPER or its contractors has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The DEVELOPER, its contractors and subcontractors will certify that any vacant employment positions, including training positions, that are filled (1) after the DEVELOPER, its contractors and subcontractors are selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part

135 require employment opportunities to be directed, were not filled to circumvent the DEVELOPER or contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

Section XV – Compliance with Federal, State & Local Laws

1. The DEVELOPER covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state, local, and Federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing, Section 3 of the Housing and Urban Development Act of 968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME INVESTMENT PARTNERSHIP PROGRAM. The DEVELOPER covenants and warrants that it will indemnify and hold the City forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

2. The DEVELOPER 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), Executive Order 11738, and Environmental Protection CITY regulations(40 CFR Part 15).

3. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of $100,000. The DEVELOPER also agrees to take such action as the Federal, state or local government may direct to enforce aforesaid provisions.

4. Minority/Women's Businesses, Executive Orders 11625, 12432, and 12138 Under Executive Orders 11625, 12432, and 12138, the CITY must prescribe procedures acceptable to HUD for minority outreach programs to ensure that they are making concerted efforts to attract minority groups to the procurement process. The Developer agrees to assist the City to the greatest extent possible to meet the goals and objectives of this section. The DEVELOPER will submit, on an annual basis, a listing of all MBE/WBE contracts awarded including dollar amount of the contract and how the business qualifies.

   The regulations require that the following minimum affirmative steps are taken to ensure MBE/WBE is afforded every opportunity to participate in generated contracts.

   a) Placing minorities and women on solicitation lists;
   b) Assuring that MBE and WBE firms are solicited whenever they are potential sources;
   c) Dividing the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business enterprises, and women business enterprises;

d) Where the requirement permits, establishing delivery schedules that encourage participation by small and minority business enterprises, and women business enterprises;
e) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
f) Requiring the prime contractor, if subcontractors are to be let, to take all the same.

5. Drug-Free Workplace: The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, *et seq.)* and HUD's implementing regulations at 24 CFR Part 21.

   DEVELOPERS are required to provide a drug-free workplace by taking the following steps. DEVELOPER and third party contractor/consultants failing to meet these requirements will be subject to penalties:

   a) Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
   b) Establish a drug-free awareness program to make employees aware of: a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
   c) Notify employees that as a condition of employment on a Federal contract or grant, the employee must: a) abide by the terms of the policy statement; and b) notify the employer, within five (5) calendar days, if he or she is convicted of a criminal drug violation in the workplace.
   d) Notify the contracting or granting agency within ten (10) days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
   e) Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
   f) Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the Act.

Section XVI – Enforcement, Suspension and Termination

In accordance with 24 CFR 85.43, suspension or termination may occur if the DEVELOPER materially fails to comply with any term of the award.

If, through any cause, the DEVELOPER shall fail to fulfill in timely and proper manner its obligations under this contract, or if the DEVELOPER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the DEVELOPER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such

event, the DEVELOPER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination.

Notwithstanding the above, the DEVELOPER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract by the DEVELOPER and the CITY may withhold any payments to the DEVELOPER until such time as the exact amount of damages due the CITY from the DEVELOPER is determined whether by court of competent jurisdiction or otherwise.

24 CFR 92.504(c)(13) contains provisions for the enforcement of this Agreement. In accordance with 24 CFR 85.43, this Agreement may be suspended or terminated prior to the expiration of the term by unanimous written Agreement by the parties to this Agreement. The CITY may also unilaterally terminate or suspend this Agreement, in whole or in part, upon ten (10) day written notice from the CITY to the DEVELOPER including, but not limited to the following reasons:

1. Failure to perform the services set forth in the scope of services and requirements incident thereto.
2. Failure to comply with the provisions of this Agreement.
3. Making unauthorized or improper use of funds provided under this Agreement.
4. Submission of an application, report or other documents pertaining to this Agreement which contains misrepresentation of any material aspect.
5. The carrying out of the Scope of Services or the objectives of this Agreement is rendered improvable, unfeasible, impossible, or illegal.
6. Failure of the U.S. Department of Housing and Urban Development (HUD) to make funds available or if HUD suspends funds for any reason.
7. Upon the determination of the CITY that the Agreement be suspended or terminated, without cause.
8. Termination or suspension shall not affect otherwise valid and allowable obligations incurred in good faith prior to receipt of a notice of termination or suspension.

Section XVII – Termination for Convenience of the CITY

In accordance with 24 CFR 85.44 the CITY may terminate for its convenience this Agreement at any time by giving at least thirty (30) days notice in writing to the DEVELOPER. If the contract is terminated by the CITY, as provided herein, the City will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the DEVELOPER will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed to the total service of the DEVELOPER covered by this Agreement, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.

Section XVIII – Default-Loss of Grant Funds

If the DEVELOPER fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the Agreement, and more particularly if the DEVELOPER refuses or fails to proceed with the work with such diligence as will insure its completion within the time fixed by the schedule set forth in this Agreement, the DEVELOPER shall be in default and notice in writing shall be given to the DEVELOPER of such default by the CITY or an agent of the CITY. If the DEVELOPER fails to cure such default within such time as may be required by such notice, the CITY, may at its option terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the DEVELOPER pursuant to this agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be deemed revoked and canceled. In such event, the DEVELOPER will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this Agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the CITY as against the DEVELOPER then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under the law and the note and mortgage (if in effect), including but not limited to compelling the DEVELOPER to complete the project in accordance with the terms of this Agreement, in a court of equity. The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XIX – Reporting Responsibilities

The DEVELOPER agrees to submit monthly reports to the CITY on the progress of the project. Reports are due the 15th of each month and will cover activities for the prior month. The CITY retains the right to request additional documentation to comply with HUD's reporting requirements. If the DEVELOPER fails to submit the monthly progress reports by the due date, no payments will be made to the DEVELOPER under this Agreement until all outstanding reports have been submitted.

The CITY will send the DEVELOPER one (1) reminder notice if the report has not been received fourteen (14) days after the due date. If the DEVELOPER has not submitted a report fourteen (14) days after the date on the reminder notice, the CITY will have the option to terminate the contract as described in this agreement. In addition, the DEVELOPER agrees to provide the CITY information as required to determine program eligibility, and financial records pertinent to the project.

At project completion, the DEVELOPER will provide a Project Progress Report signifying completion, with all data and supporting documentation for project closeout as may be required by the CITY.

Section XX – Inspection, Monitoring & Access to Records

1. All records will be maintained by the DEVELOPER for five (5) years after the affordability of the homebuyer ends.

2. The CITY reserves the right to inspect, monitor, and observe work and services performed by the DEVELOPER at any and all reasonable times.

3. The CITY reserves the right to audit the records of the DEVELOPER any time during the performance of this Agreement and for a period of five (5) years after final payment is made under this Agreement.

4. The DEVELOPER will provide the CITY with a certified audit of the Developer's records representing the Fiscal Year during which the PROJECT becomes complete pursuant to the requirements of OMB Circular A-133.

5. Access shall be immediately granted to the CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, project site access, and records of the DEVELOPER or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

1. The DEVELOPER shall maintain all records required by the Federal regulations specified in 92.508 that are pertinent to the activities to be funded under this Agreement. Such records include but are not limited to:

    a) A full description of each project assisted with HOME funds, including the location, form of HOME assistance, and tenants assisted with HOME funds.

    b) The source and application of funds for each project, including supporting documentation in accordance with 24 CFR 85.20.

    c) Records demonstrating that each rental housing project meets the minimum per-unit subsidy amount of § 92.205(c), the maximum per-unit subsidy amount of § 92.250(a) and the subsidy layering guidelines adopted in accordance with § 92.250(b).

    d) Records demonstrating that each project meets the property standards of § 92.251 and the lead based paint requirements of § 92.355.

    e) Records demonstrating that each family is income eligible in accordance with § 92.203.

    f) Records demonstrating that each rental housing project meets the affordability and income targeting requirements of § 92.252 for the required period. Records must be kept for each family assisted.

g) Records demonstrating that each multifamily rental housing project involving rehabilitation with refinancing complies with the refinancing guidelines established in accordance with § 92.206(b).

h) Records demonstrating that any pre-award costs charged to the HOME allocation meet the requirements of § 92.212.

i) Records demonstrating that a site and neighborhood standards review was conducted for each project which includes new construction of rental housing assisted under this part to determine that the site meets the requirements of 24 CFR 983.6(b), in accordance with § 92.202.

Section XXI – General Conditions

1. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier. Notices shall be mailed to the following address:

CITY address: **City of Hattiesburg, Department of Federal & State Programs, P.O. Box 1898, Hattiesburg, MS 39403-1898**

DEVELOPER address: **Community Connections, Attn: Donna Ali, P.O. Box 18612, Hattiesburg, MS 39404**

2. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

3. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.

4. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

5. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of Mississippi.

6. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Mississippi or the City of Hattiesburg, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable

to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

7. The DEVELOPER shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the AGENCY of Labor Regulations (29 CFR Part 3), as amended.

8. The DEVELOPER shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by AGENCY of Labor regulations (29 CFR, Part 5), as amended.

9. The DEVELOPER further warrants and agrees to include or cause to be included the criteria and requirements of this section in every nonexempt subcontract. The DEVELOPER also agrees to take such action as the Federal, state or local government may direct to enforce aforesaid provisions.

10. The obligations undertaken by the DEVELOPER pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless the CITY shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

11. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

12. DEVELOPER and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to state Compensation benefits as an employee of the CITY.

13. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

Section XXII – Insurance

1. The DEVELOPER during the construction period shall keep the property acquired under this Agreement insured against loss by fire, extended flood coverage, vandalism and malicious mischief, hazards, and such may require and in such amounts as CITY may require. The insurance requirements shall remain in effect until the property is sold to an income eligible buyer. The CITY shall be named as an additional insured.

2. A Commercial General Liability Insurance Policy shall be provided which shall contain minimum limits of one million dollars ($1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and shall include Premises and/or operations, independent contractors, Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.

3. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability. The DEVELOPER shall carry Workers' Compensation insurance for all employees in compliance with the "Workers' Compensation Law" of the State of Mississippi and all applicable federal laws.

4. The DEVELOPER shall require its General Contractor to provide Builder's Risk Insurance in the amount of one hundred percent (100%) of replacement value of the completed structure until Project completion. Such Builder's Risk policy shall be an all risk form with a deductible not to exceed ten thousand dollars ($10,000.00) each claim and shall contain a loss payable clause to include the CITY. The DEVELOPER shall furnish to the CITY Certificates of Insurance or endorsements evidencing the insurance coverage specified by this Article prior to beginning performance of work under this Agreement. Coverage shall not cease and is to remain in force until all performance required work is completed.

5. The DEVELOPER shall furnish copies of all licenses and certifications of Public Liability Insurance for all HOME projects upon request by the CITY.

XXIII - Indemnification

1. The DEVELOPER shall at all times hereafter indemnify, hold harmless and defend the CITY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional, reckless, or negligent act or omission of the DEVELOPER, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the CITY, any sums due to the DEVELOPER under this Agreement may be retained by the CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the CITY.

2. In the event that the DEVELOPER contracts with a third party ("Contractor") to provide the construction related services set forth herein, any contract with such third party shall include the following provisions:

    a. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless CITY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. These indemnifications shall survive the term of this Contract.

3. The DEVELOPER shall comply with the anti-lobbying legislation set forth in 24 CFR 91.225 in the CITY's Consolidated Plan submitted to HUD for the HOME Program; both incorporated herein by reference.

4. The DEVELOPER shall indemnify and hold the CITY harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of DEVELOPER's activities under this Agreement, including all other acts or omissions to act on the part of DEVELOPER, including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested:

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: 4-22-14

Attest: Connie Everett (DC)
Connie Everett, City Clerk

Date: 4-22-14

Community Connections

By: Donna A. Ali
Donna A. Ali, Executive Director

Date: 4-25-14

Attest: _____

Date: 4-25-14

EXHIBIT A

Proposed Budget
Barkley Estates – Lot #1 (Southeast Corner of Barkley Rd. and Johnston St.)

Budget Line Item	**HOME**	**Non-HOME**	**Total**
Acquisition:			$0
Predevelopment Costs:			
Inspections & Utilities	$1,920	$1,680	$3,600
Survey work	$560	$440	$1,000
Construction Estimates:			
Bid Construction	$42,000	$33,000	$75,000
Construction Contingency	$6,720	$5,280	$12,000
Non-bid items	$2,240	$1,760	$4,000
Soft Costs:			
Developer		$5,400	$5,400
Architect/Engineer			$0
Environmental		$100	$100
Marketing		$2,000	$2,000
Holding Costs:			
Taxes & Insurance	$280	$220	$500
Utilities	$280	$220	$500
Construction Loan Interest		$600	$600
Closing Costs:			
Title Insurance		$600	$600
Survey			$0
Appraisal		$500	$500
Legal		$1,200	$1,200
Transfer taxes		$1,000	$1,000
Totals	**$54,000**	$54,000	$108,000

HOME Developer Fee:	
50% Completion	$3,000
100% Completion	$3,000
Total	**$6,000**
GRAND TOTAL:	**$60,000 HOME**

Sources:

Non-profit's equity	**$5,000 (estimated lot value post-subdiv.)**
Pending Lender	**$54,000**
HOME Subsidy (excluding developer fee)	**$54,000**

EXHIBIT B

Scope of Work Addendum
Barkley Estates – Lot #1 (Southeast Corner of Barkley Rd. and Johnston St.)

See Proposal Submitted March 26, 2014:

Proposal Application:	**Square footage, amenities, etc.** **Map of project site** **Pictures of project site** **Conceptual Drawing**

THRESHOLD SCORE = 75 MAXIMUM
SCORE = 100

City of Hattiesburg Department of Federal and State Programs

CHDO APPLICATION FORM

All information requested in this document is mandatory and must be submitted with your CHDO application.

CHDO NAME AND PROJECT LOCATION

CHDO Name: **Community Connections, Inc.**		
CHDO Address: **215 Mobile Street**		
Hattiesburg	**MS**	Zip: **39402**
Contact Name: **Donna A. Ali**	Title: **Executive Director**	
Contact e-mail: **aliimiss@aol.com**	Phone: **(601)261-0820**	
Development Name: **614 Barkley Road**		
Development Address: **614 Barkley Road**		
Hattiesburg	**MS**	Zip: **39401**

CHDO QUALIFICATIONS

Legal Status:

Federal Identification Number: **31-1571336**

DUNS Number: **842831302**

Certified CHDO: **Yes**

City Council Ward: **Ward 4**

Other Attachments:

Audit of Financial statements (most recent year): **N/A**

Quarterly Financial Statement: **Yes**

Secretary of State Documentation: **Yes**

Resolution endorsing Affirmative Marketing Policy: **Yes**

Please answer the following questions	Yes	No
Do any unsatisfied judgments exist against the applicant/developer or any related party?		X
Are there any homeowners or tenant compliant against the CHDO unresolved arising from the development of housing units assisted with federal HOME set-aside funds?		X
If "Yes" has been answered in any of the above questions, please attach a separate explanation.		
Total number of single family projects developed to date:	**21**	
Total number of rental projects developed to date:	**1**	
Total number of multifamily projects developed to date:	**0**	
Total number of units:	**22**	
Type of units: (i.e. Family, Elderly, Special needs):	**Family**	

APPLICATION TYPE

X	Home Ownership
	Rental

Type of Units

Single Family	X
Multifamily	

Eligible Uses of HOME funds:

- Acquisition and/or rehabilitation of rental housing,
- New construction of rental housing,
- Acquisition and/or rehabilitation of homebuyer properties,
- New construction of homeowner properties, direct financial assistance to purchasers of HOME assisted housing sponsored by a CHDO with HOME funds.

Ineligible:

- Tenant Based Rental Assistance,
- Homeowner rehabilitation,
- Brokering or other real estate transaction.

CHDO ROLE (Must be completed)

	Owner
X	Developer
	Sponsor (All contractual agreements must be submitted for approval.)

POPULATION INCOME SERVED (Must be completed)

	At least 20% of the rental residential units in this development will be rent-restricted and occupied by individuals whose income is 50% or less of area median income as adjusted by family size and published annually by HUD.
	At least 40% of the rental residential units in this development will be rent-restricted and occupied by individuals whose income is 60% or less of area median income as adjusted by family size and published annually by HUD.
X	Single family. Must serve individuals whose income is 80% or less of area median income.

SPONSORED ORGANIZATION DATA

Organizations being sponsored must sign the application as well.

	Sole Proprietor	X	Non-Profit Corporation
	Limited Partnership		Corporation
	General Partnership		Limited Liability Corporation

Sponsor's address must be a valid mailing address. All development correspondence will be mailed to the ownership entity.

Address: **P.O. Box 18612**		
City: **Hattiesburg**	State: **MS**	Zip Code: **39404**
County: **Forrest**	Phone # **(601)261-0820**	
Contact Person: **Donna A. Ali**	Fax #: **(601)296-1688**	
Federal Tax ID#: **31-1571336**	Principle purpose of organization: **Affordable Housing Construction & Housing Counseling**	

Name of general partner(s), managing LLC member(s), principals or contact person:

Donna A. Ali	Phone #: **(601)580-8089**	% Ownership: **N/A**
William David Spight	Phone #: **(601)310-6902**	% Ownership: **N/A**
	Phone #:	% Ownership:

BOARD LISTING

Please list CHDO board members and home addresses. Indicate if they are residents of the neighborhood by placing an "R" by the Census Tract number.

Name	Address	Identify Resident Census Tract	Board Member Position
Donna A. Ali	**302 First Hopewell Road Sumrall, MS 39482**		**Executive Director**
William David Spight	**1115 Windsor Drive Hattiesburg, MS 39402**	**000700**	**Board Chair**
Chris McGee	**816 Arnold Street Hattiesburg, MS 39401**	**000600 RLIN**	**Vice Chairman**
Mikal Uqdah	**1108 Cherry Street Hattiesburg, MS 39401**	**000600 RLIN**	**Member**
Arthur Brown, Jr.	**808 Davidson Place Hattiesburg, MS 39401**	**010500 RLIN**	**Member**

Describe any conflict of interest and persons covered based on the information provided above
None

DEVELOPMENT TIMELINE

Activity Date of Scheduled Completion Date (month 03 year 2014)

A.	Site Control:	
	Option	
	Site acquisition/Purchase	**Option –Complete 7-31-14**
B.	Financing:	
	Construction loan	**Obtained by 10/01/2014**
	Conditional commitment	**Obtained by 10/15/2013**
	Loan closing	**On 11/01/2014**
C.	Plans and Specifications	**7-01-14**
	Preliminary drawings	**7-31-14**
	Initial working drawings	**8-15-14**
	Working drawings & specifications	**9-15-14**
D.	Closing and Transfer of Property	**7-31-14**
E.	Construction Starts	**11-5-14**
F.	Completion of Construction	**03-31-14**
G.	Marketing Period	**01/01/2014 –5/31/2014**
H.	First Building to be Placed in Service	**By 04/01/2015**
I.	Last Building to be Placed in Service	**N/A**

SITE INFORMATION **(Must be completed)**

SE Corner of Barkley Road and Johnson Street in Palmer's Crossing Community off Edwards Street, Southeast Hattiesburg, MS (Submit separate sheet for each parcel of land)

Does the organization have site control of the property? [X] Yes [ ] No

If yes, site control is in the form of:

[ ] Deed [X] Option

[ ] Purchase contract [ ] Other: _____

Expiration date of contract or option: *(month, date & year)* _____

Site Control documentation must include map and a complete legal description of the property.

Total Cost of land: **$80,000 – Site Control - Option**

Exact area of site: **SE Corner of Barkley Road and Johnson Street in Palmer's Crossing Community off Edwards Street, Southeast Hattiesburg, MS**

ATTORNEY AND FIRM

Name: **First American**		
Address: **132 Westover Drive**		
City: **Hattiesburg**	State: **MS**	Zip: **39402**
Contact Person: **Ray J. Richard**	Phone #: **(601)264-2257**	Fax #: **(601)264-2280**

Does an identity of interest or business association exist between the Applicant, Applicant's Board, Developer, Developer's Board or Owner, Owner's Board and any other member of the development team? If members of the development team are related or associated in any way, please indicate the nature of the relationship. Examples of such overlapping interests or relationships include: family relationships; acting as a director, officer or owning stock in corporations; being partners (general or limited) or principals in a partnership; members in a limited liability company; or managing, advising or directing other corporate or business entities.

If there is an identity of interest, please describe.

No

Provide the names of those development team members which have been determined, including sponsoring organization, consultant, tax accountant, and any others involved in the development team.

Danny Johnson, Architect

Joe Woullard, Real Estate Consultant

Wright & Associates CPA Firm

List any direct or indirect, financial or other interest a member of the above team may have with another member of the team for this development. List "none" if there are no identities of interest.

None

HUD 92.356 Conflict of Interest

(a) *Applicability.* In the procurement of property and services by the participating jurisdictions, State recipients, and subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.

(b) *Conflicts prohibited.* No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds and who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from any HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

DEVELOPMENT TEAM INFORMATION

GENERAL PARTNER/MANAGING ORGANIZATION

Name: **Community Connections, Inc.**		
Address: **215 Mobile Street**		
City: **Hattiesburg**	State: **MS**	Zip: **39401**
Contact Person: **Donna A. Ali**	Phone #: **(601)261-0820**	Fax #: **(601)296-1688**

GENERAL CONTRACTOR

Name: **Community Connections, Inc.**		
Address: **215 Mobile Street**		
City: **Hattiesburg**	State: **MS**	Zip: **39402**
Contact Person: **Donna A. Ali**	Phone #: **(601)261-0820**	Fax #: **(601)296-1688**

DESIGN ARCHITECT AND FIRM

Name: **Faith Design and Remodeling**		
Address: **P.O. Box 19080**		
City: **Hattiesburg**	State: **MS**	Zip: **39404**
Contact Person: **Danny Johnson**	Phone #: **(601)620-3384**	Fax #: **N/A**

SUPERVISORY ARCHITECT AND FIRM

Name: **N/A**		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:

REAL ESTATE BROKERAGE FIRM

Name: **Joe Woullard, Consultant**		
Address: **6184 U.S. Highway 98 West, Suite 100**		
City: **Hattiesburg**	State: **MS**	Zip: **39402**
Contact Person: **Joe Woullard, Consultant**	Phone #: **(601)520-4281**	Fax #: **N/A**
Years of single family sales experience: **17**		
Total number of units sold Low Income: **20**	Total Units: **50**	

Seller: **Aurora Consulting Group LLC**		
Address: 170 Hoy Road		
City:Laurel	State: MS	Zip Code: 39443

Present zoning classification: **R-1C**

Is a conditional use permit required? **No**

When is approval for it expected? **N/A**

Was property acquired with HOME or CDBG funds? [ ] Yes [X] No

(If yes, include contract number and funding year) _____

Are all utilities presently available to the site? [X] Yes [ ] No

Site currently used for:	**Empty Lot**
Prior site uses:	**N/A**

ADJOINING LAND USES

Describe adjoining land uses:	
North	**Residential**
South	**Undeveloped Property**
East	**Residential**
West	**Residential**

DEVELOPMENT INFORMATION

Total number of units to be developed under this proposal: **1**	Number of Substantial Rehab units: **0**
Number of New Construction units: **1**	Number of Minor Rehab units: (less than $25,000.00) **0**

Type of units:

[X] Single Family

[ ] Townhouse

[ ] Rental:

[ ] Other:

	Targeting of units:	Number of Units:
	Very Income (30% AMI)	
X	Low Income (50% AMI)	1
	Moderate Income (80% AMI)	
	Homeless individuals or homeless families	
	Elderly (62 or older)	
	Large Family (4 or more bedrooms)	
	Physically & Mentally disabled	

NOTE: Do not double count units when targeting special populations.

Type of building:	**Type of construction:**
Electrical Service: **Underground**	Public Water/Sewer **Yes**

	Unit square footage	**Number of bedrooms**	**Number of baths**	**Covered porch area**
For single family	**1910**	**3**	**2**	**Yes**
For rental				
Parking space:				
Type of parking spaces:	Garages: **0**	One car carport:	Two car carport:	
Total handicapped parking space: **0**		Total designated parking spaces per unit:		Total guest spaces per unit:

Type of Floor Area:	**Square Feet:**
Heated floor area:	**1318**
Non-heated floor area:	**592**
Total floor area:	**1910**

ENERGY AND AMENITIES INFORMATION

Energy Equipment System & Fuel Type (forced air, gas, hot water, etc.)

Heating:	**Electric**
Air Conditioner:	**Electric**
Domestic hot water:	**Electric**

Unit Amenities Included with Low-Income Units

	Play Area		LEED		Other:
	Security Systems		Other:		
Unit Amenities (Check all that apply)					
X	Range/oven	X	Hood Fan	X	Disposal
	Washer & dryer	X	Laundry hookup only	X	Dishwasher
	Microwave		Refrigerator		Patio/Balcony
	Blinds/Shades		Drapes		Cable TV Hookup
	Sheet Vinyl Flooring	X	Ceramic Tile	X	Carpet
X	HVAC	X	Sleeve and A/C unit	X	Laundry room
	Trash Compactor	X	Ceiling fans	X	Other: **Hardwired Smoke Detectors**

ENVIRONMENTAL ASSESSMENT

GENERAL INFORMATION

Is any part of the site within or near (within ¼ mile) the following: *(If "Yes", please provide written explanation)*			
	Yes	No	Unknown
Environmental Corridor *(Check with County or Regional Plan Commission)*		X	
100-year Flood Plan		X	
Designated Wetland		X	
Prior Land Fill/Dump Site		X	
Known Point of Archaeological Interest		X	
Industrial Area		X	
Railway Corridor		X	
Airport Traffic Zone		X	
Attach listings of other possible pollutants or nuisances (unusual odors, noises, storage tanks, etc.)			

ENVIRONMENTAL RISKS

This section is intended to summarize information regarding conditions at the property or building which may present environmental risks or potential hazards. For each potential hazard or condition listed in the left column please indicate your knowledge or information of its current or historic presence by checking one of the three columns on the right portion on the page.

1. If you know of or suspect the evidence or the presence of a potential hazard or condition, please place a check in the **YES** column.

2. If you are neither aware of nor suspect any evidence of a potential hazard or condition, please place a check in the **NO** column.

3. If you are unsure of the presence of a potential hazard or condition, please place a check in the **UNKNOWN** column.

REAL ESTATE TAXES, ASSESSMENTS, AND OTHER FEES/CHARGES

Year of most recent property assessment: **2012**			
Equalization Rate:	Land: **$161.67**	Improvements: **$0**	Total: **$161.67**
Provide copies of property taxes for three preceding years.			
If a nonprofit, has the taxing authority agreed to exempt the project from real estate taxes or to offer a payment in lieu of taxes? **N/A**			
Any special assessments, levied or pending? Describe nature, duration and amount:			
Sewer Access Charge	**$0**	Street Extension	**$0**
Water Access Charge	**$0**	Impact Fees	**$0**
Park Dedication Fee	**$0**	Other (specify)	**$0**
What, if any, off-site public improvements are required? None ( ) Specify:			
N/A			
Describe cost and funding plan for construction of these off-site improvements:			
N/A			

LINKAGES AND SERVICES

NAME AND DISTANCE TO NEAREST:

	Name	Distance
Grocery Store	**Big Star**	**2.3 miles**
Convenience Store	**Exxon**	**1.2 miles**
Place of Worship	**Savannah Grove Missionary Baptist Church**	**0.3 miles**
Hospital	**Forrest General Hospital**	**4.9 miles**
Post Office	**U.S. Post Office**	**3.2 miles**
Banks	**Regions Bank**	**3.3 miles**
Shopping Center	**Walmart Supercenter**	**4.3 miles**
Day Care Center	**Wayside Child Development Center**	**2.0 miles**
Elementary School	**Earl Travillion Attendance Center**	**1.5 miles**
Middle School	**Earl Travillion Attendance Center**	**1.5 miles**
High School	**Hattiesburg (Blair) High School**	**5.1 miles**
Senior Citizen Center	**Hattiesburg Convalescent Center**	**2.6 miles**
Bus Stop	**Old Airport Road**	**1.1 miles**
Special Transit Services	**Hub City Transit**	**3.2 miles**

PRESENCE OF POTENTIAL HAZARDS OR CONDITIONS *(Check appropriate box)*	Yes	No	Unknown
Has a Hazardous or Toxic Substance discharge occurred at the property?		X	

Are any Hazardous or Toxic Substances stored at the property?		X	
Are Underground Storage Tanks* present at the property?		X	
Are Aboveground Storage Tanks* present at the property?		X	
Are there Pipeline Discharges at or from the property?		X	
Surface Contamination, Stained soils/Pavement, Stressed Vegetation present?		X	
Suspicious Containers or Drums present at the property.		X	
Empty paint cans present?		X	
PCB's (Polychlorinated Biphenyls).		X	
Electrical Transformers, Capacitors or Fluorescent Light Ballast present.		X	
Are there Old White Goods? (i.e., refrigeration equipment) present?		X	
Have VOCs (Volatile Organic Compounds) been detected or reported at the property?		X	
Are any Waste Disposal Areas present on the property?		X	
Any evidence of Pesticides?		X	
Are any Scrap Metal Piles on the property?		X	
Potable or monitoring Wells?		X	
Septic Systems?		X	
Holding Tanks.		X	
Any Hazardous Thermal Insulating Materials (Area Formaldehyde) present.		X	
Asbestos Containing Materials (ACM)?		X	

PRESENCE OF POTENTIAL HAZARDS OR CONDITIONS CONTINUED *(Check appropriate box)*	Yes	No	Unknown
Lead Piping in Domestic Water System?		X	
Lead-based Paint (Lead Concentrations)?		X	
Building Code Violations?		X	
Structural Deficiencies?		X	
Termites, Pests, Rodents?		X	

Please furnish any additional information known to you that relates to the presence of conditions or materials at the property, which may pose a threat to human health, safety or the environment.

The following items will be required after feasibility analysis and must be submitted as requested during the loan approval process. Please provide if currently available.

☐ Phase I Environmental Audit.

CHDO PROJECT APPLICATION CHECKLIST

MANDATORY ITEMS TO BE REVIEWED

Please follow and use this checklist in submitting your application. Your application will be considered incomplete if any of the following items are missing. Further review will not resume until missing items are received.

CHDO PROJECT APPLICATION

Check if Included		Exhibit number
X	Project Application (1 original, 5 copies, and 1 copy on CD or flash drive)	
X	Applicant Certification Page with Signatures	
X	CHDO Application	
X	Organizational Documents (i.e. Charter/Articles of Incorporation and Bylaws)	16
X	IRS Tax – Exempt Certification	17
X	State Certification	18
X	Current Signature Board Listing	19
X	Nonprofit Corporation Tax Return (990 form)	20
X	CHDO Capacity Assessment Report and exhibits	15
X	Market Needs Assessment/Study	7
X	Affirmative Fair Housing Marketing Plan	21
X	Conceptual drawings. If available, provide elevation	22
X	Maps of project site	1
X	Pictures of project site	2
X	Survey of project site	3
X	Tax records of property	4
X	Aerial maps	5
X	Site plan	6
X	Demographic data of area	23
N/A	Proposed rents, if rental project	
X	Waiting list, if available	8
X	List of lenders, if available	9
X	Project sources and uses	10
X	Project pro forma	10
X	Property appraisal	11
N/A	Firm commitments from other lenders	
X	Contractors list	12
X	Proof of site control	13
X	Development team list	14

ALL CHDO APPLICATIONS
Must be completed in its entirety and submitted to:

City of Hattiesburg Department of Federal and State Programs

MAILING ADDRESS:
City of Hattiesburg
Department of Federal & State Programs
P.O. Box 1898
Hattiesburg, MS 39403-1898

PHYSICAL ADDRESS:
City Hall
200 Forrest St.
Hattiesburg, MS 39401

If you have questions about this application, contact:

Andrew Ellard

City of Hattiesburg
Federal & State Programs
200 Forrest Street
Hattiesburg, MS 39401

AELLARD@HattiesburgMS.com
601.545.4558 (office)
601.545.4592 (fax)

CHDO APPLICANT'S CERTIFICATION

The Undersigned hereby acknowledges and certifies to the City of Hattiesburg Department of Federal and State Programs (the "City"), individually and on behalf of the CHDO (the "Applicant") as part of this application for HOME CHDO set-aside funds in the amount of **$50,000** for the development of **1** housing unit(s).

The CHDO certifies the following:

1. The information contained in the Application, including all statements and certifications attached hereto, is true and correct and has been prepared with due diligence. The Applicant has an affirmative duty to notify the City about any changes to the information contained in the Application or to the CHDO organization. The Applicant knows of no facts or circumstances that would threaten or adversely affect the Development and cause the information in the Application to be incorrect or misleading. The City or its agents may make verification of information contained in the Application at any time.

2. The Applicant agrees to indemnify and hold harmless the City, its members, officers, employees and agents, from and against, any and all claims, suits, damages, costs and expenses arising out of the City's review of and decisions with regard to the Application. City analysis and review of the Application and related documentation is for its own purposes. A commitment does not exist until the City has approved project-specific agreement and the Applicant has accepted such agreement.

3. Misleading information or misrepresentation contained in the Application may result in the termination of the underwriting/approval process, a revocation of approval and/or prohibition from participation in City programs.

4. The Contract Documents when entered into by the City and the Applicant shall supersede all discussions, negotiations and agreements about the Application.

5. The execution and delivery of the Application and this document is duly authorized and binding on the Applicant.

Date: 3/26/14

Community Connections, Inc.
Name of CHDO Organization

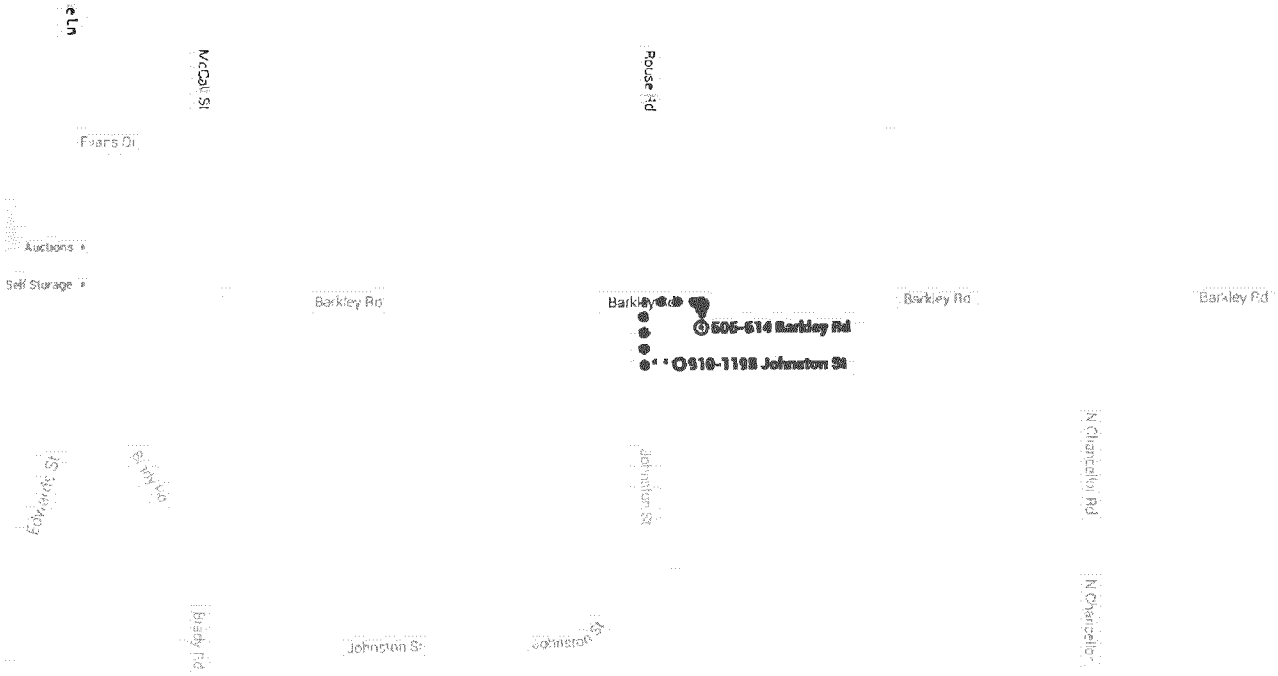
Donna A. Ali
Signature of Executive Director

Signature of Vice Chairman

Google

Directions from **910-1198 Johnston St** to **506-614 Barkley Rd**

Walk 364 ft, 1 min



910-1198 Johnston St

Hattiesburg, MS 39401

Use caution - may involve errors or sections not suited for walking

1. Head **north** on **Johnston St** toward **Barkley Rd**

190 ft

2. Turn **right** onto **Barkley Rd**

   Destination will be on the right

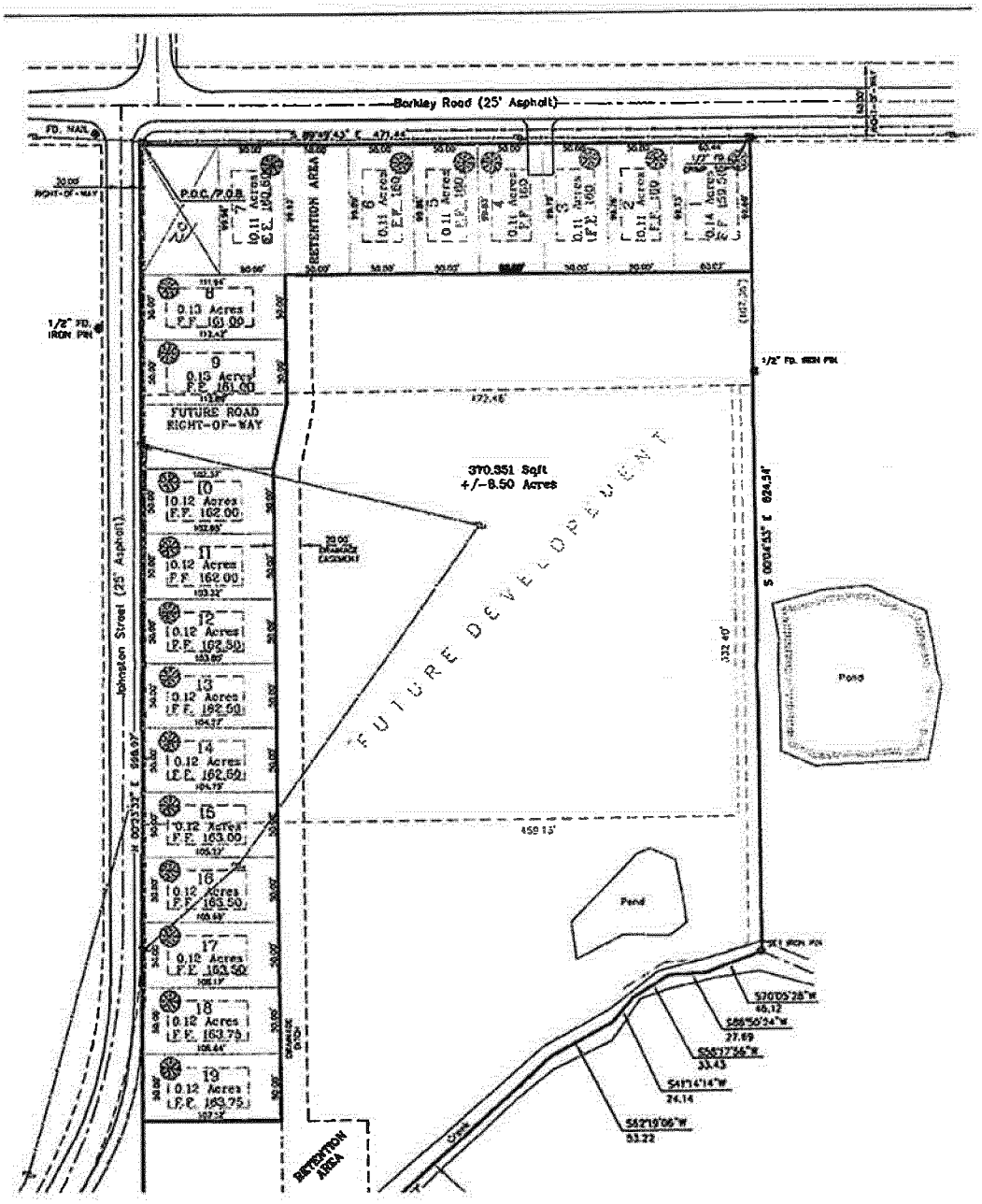
174 ft

506-614 Barkley Rd

Hattiesburg, MS 39401

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2014 Google


Barkley Road (25' Asphalt)
FD. NAIL
30.00' RIGHT-OF-WAY
P.O.C./P.O.B.
RETENTION AREA
1/2" FD. IRON PIN
FUTURE ROAD RIGHT-OF-WAY
370,551 Sqft
+/-8.50 Acres
FUTURE DEVELOPMENT
Johnston Street (25' Asphalt)
S 00°04'33" E 824.34'
Pond
Pond
RETENTION AREA
CREEK

A NEW RESIDENCE FOR:
PALMERS PROJECT LOT # 1
COMMUNITY CONNECTIONS

COMMUNITY CONNECTIONS INC.
Post Office 18612
Hattiesburg, Mississippi 39404-8612

DESIGNED BY FAITH DESIGN & REMODELING

P. O. BOX 15504 (601) 543-8081
HATTIESBURG, MS 39404 OWNERS: DANNY & EDNA JOHNSON

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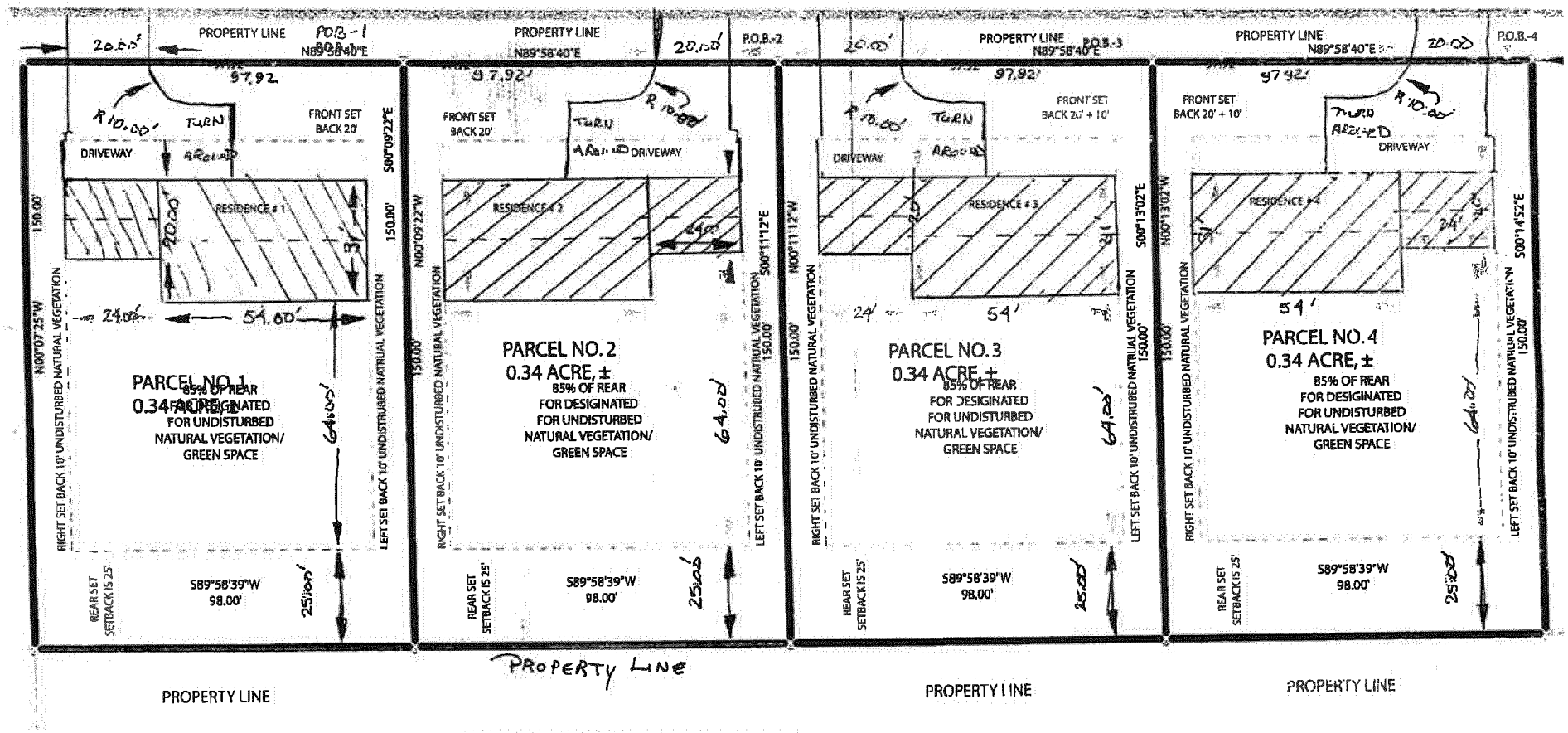
A-1 COVER SHEET
A-2 SITE PLAN
A-3 FLOOR PLAN
DOOR-WINDOW SCHEDULE
MILLWORK SECTION
A-4 FRONT & RIGHT ELEVATIONS
A-5 LEFT & REAR ELEVATIONS
CORNICE DETAILS
A-6 TRANSVERSE SECTION
A-7 ROOF PLAN
M-1 MECHANICAL
P-1 PLUMBING
E-1 ELECTRICAL
S-1 FOUNDATION PLAN



7.) GREATER PERCENTAGE OF REAR PROPERTIES DESIGNATED FOR UNDISTURBED NATURAL VEGETATION/GREEN SPACE.

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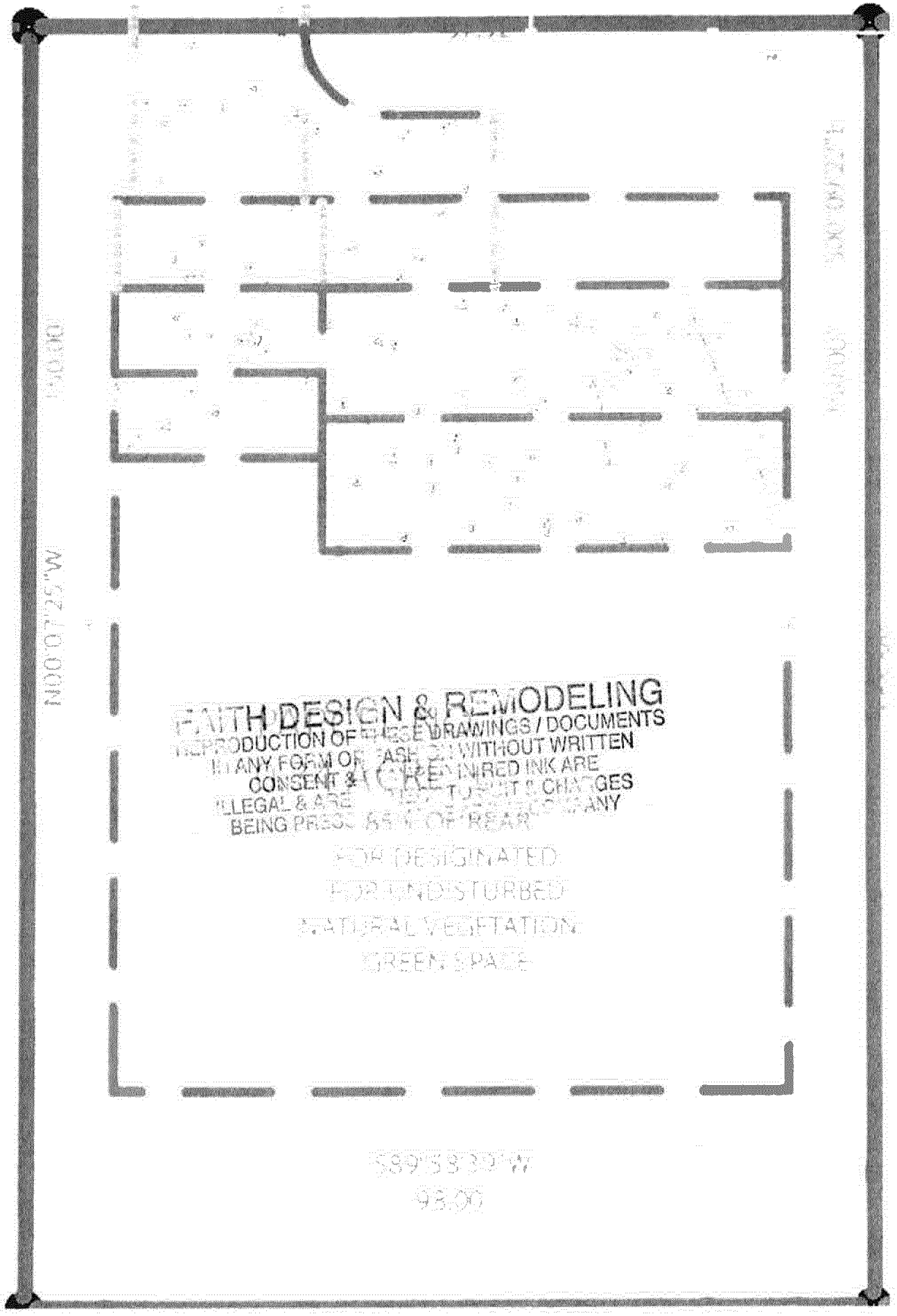

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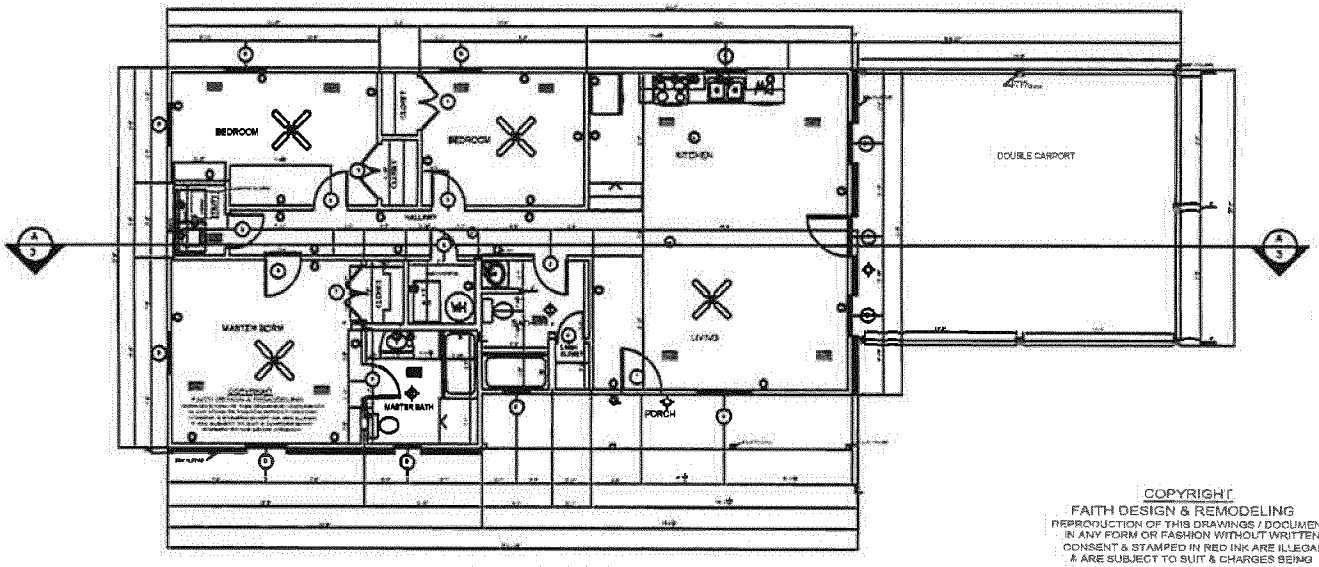

FLOOR PLAN
SCALE: 1/4" = 1' - 0"

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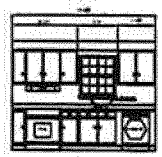
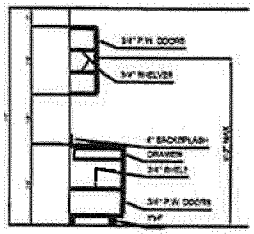


KITCHEN
SCALE: 3/4" = 1'-0"



KITCHEN CABINET SECTION
SCALE: 1/2" = 1'-0"
NOTE: 2" x 4" BRACING TO BE PLACE IN STUD WALL FOR MILLWORK SUPPORT IN KITCHEN AREA

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PLANS AND DIMENSION FAILURE TO DO SO WILL NOT RELIEVE HIM FROM CONSTRUCTION THE RESIDENCE AS PER PLANS AND NOTES
2. ALL WORK IS TO BE ACCOMPLISHED IN A PROFESSIONAL WORKMANLIKE MANNER. ALL WORK IS TO COMPLY WITH ALL STATE AND LOCAL CODES
3. THE GENERAL CONTRACTOR SHALL COORDINATE ALL WORK WITH THE MECHANICAL AND ELECTRICAL CONTRACTORS
4. THE OWNER RESERVES THE RIGHT OF FINAL APPROVAL ON ALL PHASES OF THE PROJECT. ANY ITEM NOT IN ACCORDANCE TO THE PLANS OR NOTES WILL BE APPROVED BY THE OWNER PRIOR TO COMMENCEMENT OF THAT ITEM FAILURE TO DO SO WILL RESULT IN THE CONTRACTOR REPLACING THE WORK AT NO ADDITIONAL COST TO THE OWNER
5. ALL VENTS TO BE SIZED BY THE MECHANICAL CONTRACTOR
6. ELECTRICAL PANEL TO BE SIZED BY THE ELECTRICAL CONTRACTOR
7. 2" x 4" BRACING TO BE PLACE IN STUD WALL FOR MILLWORK SUPPORT MUST MEET INSPECTION REQUIREMENTS
8. HURRICANE CLIPS AND TIES ARE TO BE USED AND MUST MEET CODE REQUIREMENTS

DOOR SCHEDULE

SYM	DESCRIPTION	SIZE	QTY
1	EXT. SOLID WOOD FRONT ENTRY	3068	1
2	EXT. SOLID WOOD SIDE ENTRY	3068	1
3	INT. SOLID WOOD	2868	1
4	INT. SOLID WOOD	2868	1
5	INT. SOLID WOOD	2868	1
6	INT. SOLID WOOD POCKET	2868	1
7	INT. SOLID WOOD POCKET	2868	1
8	INT. SOLID WOOD	2868	1
9	INT. SOLID WOOD (BI-FOLD)	2868	3 SETS

WINDOW SCHEDULE

SYM	DESCRIPTION	SIZE	QTY
A	VIN. DBL. SH. OLD	3060	1
B	VIN. DBL. SH. OLD	3060	1
C	VIN. DBL. SH. OLD	3060	1
D	VIN. DBL. SH. OLD	3060	1
E	VIN. DBL. SH. FIXED	3060	1
F	VIN. DBL. SH. OLD	3060	1

MASTER BATH
SCALE: 1/2" = 1'-0"

BATH
SCALE: 1/2" = 1'-0"

MILLWORK SECTION
SCALE: 1/4" = 1' - 0"
SCALE: 1/2" = 1' - 0"

SQUARE FOOTAGE

HEATED	1318 SQ
NON-HEATED	592
TOTAL	1910 SQ

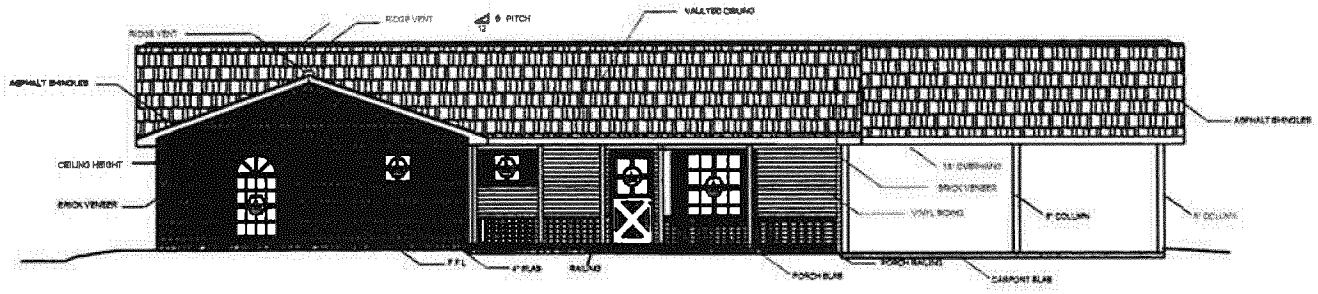
FLOOR PLAN
DOOR & WINDOW SCHEDULE
MILLWORK SECTION
PALMERS LOT 1
COMMUNITY CONNECTIONS
HATTIESBURG, MS 39401
PHONE: (601) 261-0620

DESIGNED BY:
FAITH DESIGN
P.O. BOX 15504
HATTIESBURG, MS. 39404
(601) 543-5861

DATE:
JANUARY 27, 2006

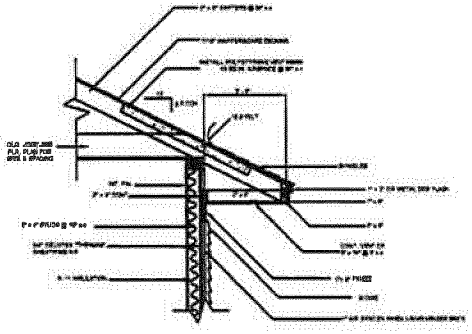
DRAWN BY:
D.S.JOHNSON

SHEET NO.
A-3



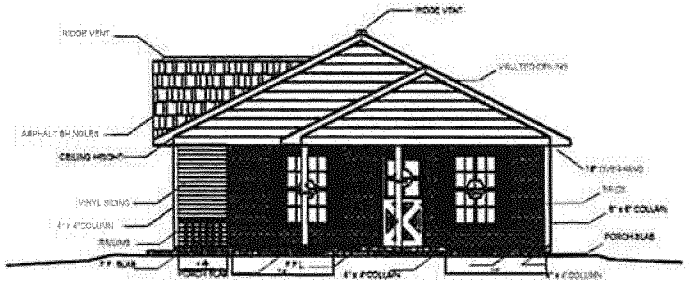
FRONT ELEVATION

SCALE: 1/4" = 1' - 0"



CORNICE DETAILS

SCALE: N.T.S.



RIGHT ELEVATION

SCALE: 1/4" = 1' - 0"

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PRESSED BY THE ABOVE COMPANY

FRONT/RIGHT/LEFT/REAR ELEVATIONS
CORNICE DETAILS
COMMUNITY CONNECTIONS
HATTIESBURG, MS 39401 PHONE: (601) 544-9610

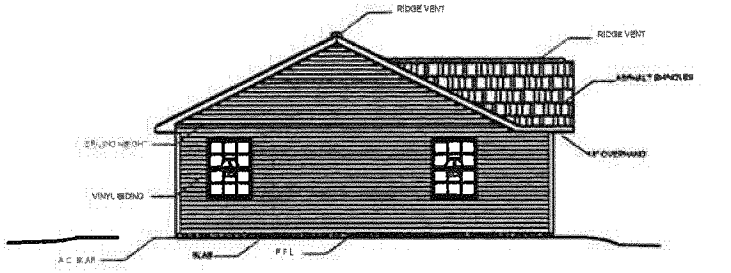
DESIGNED BY:
FAITH DESIGN
P.O. BOX 15504
HATTIESBURG, MS.
39404
(601)-543-9061

DATE:
JANUARY 07, 2008

DRAWN BY:
D.S.JOHNSON

SHEET NO.
A-3

4



LEFT ELEVATION

SCALE: 1/4" = 1' - 0"

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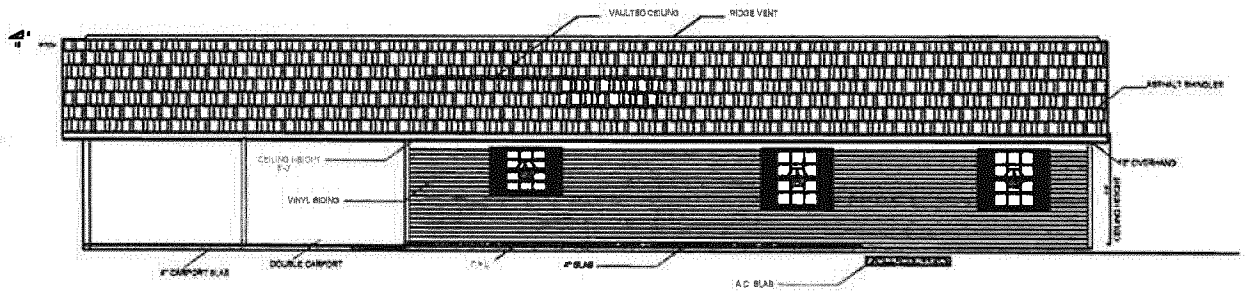


REAR ELEVATION

SCALE: 1/4" = 1' - 0"

FRONT/RIGHT/LEFT/REAR ELEVATIONS
CORNICE DETAILS
COMMUNITY CONNECTIONS
HATTIESBURG, MS 39401
PHONE: (601) 544-9610

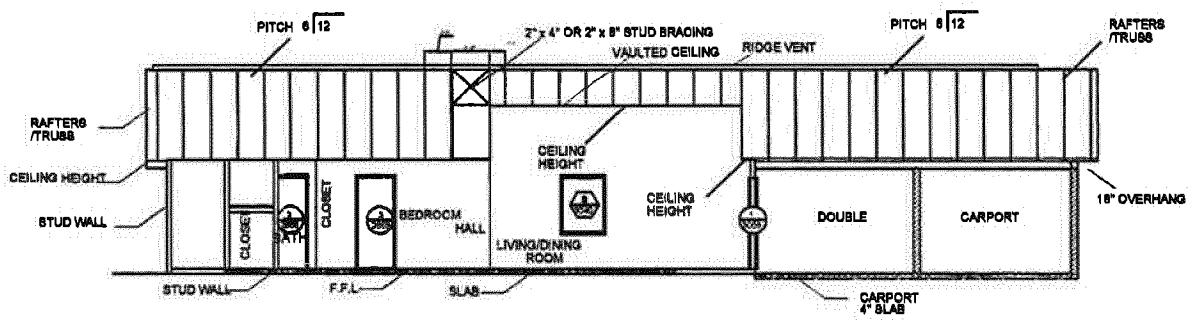
DESIGNED BY:
FAITH DESIGN
P.O. BOX 155984
HATTIESBURG, MS. 39404
(601)-543-0861

DATE:
JANUARY 07, 2006

DRAWN BY:
D.S.JOHNSON

SHEET NO.
A-4

5



TRANSVERSE SECTION

SCALE: 1/4" = 1' - 0"

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PLANS AND DIMENSION FAILURE TO DO SO WILL NOT RELIEVE HIM FROM CONSTRUCTION THE RESIDENCE AS PER PLANS AND NOTES
2. ALL WORK IS TO BE ACCOMPLISHED IN A PROFESSIONAL WORKMANLIKE MANNER ALL WORK IS TO COMPLY WITH ALL STATE AND LOCAL CODES
3. THE GENERAL CONTRACTOR SHALL COORDINATE ALL WORK WITH THE MECHANICAL AND ELECTRICAL CONTRACTORS
4. THE OWNER RESERVES THE RIGHT OF FINAL APPROVAL ON ALL PHASES OF THE PROJECT. ANY ITEM NOT IN ACCORDANCE TO THE PLANS OR NOTES WILL BE APPROVED BY THE OWNER PRIOR TO COMMENCEMENT OF THAT ITEM FAILURE TO DO SO WILL RESULT IN THE CONTRACTOR REPLACING THE WORK AT NO ADDITIONAL COST TO THE OWNER
5. ALL VENTS TO BE SIZED BY THE MECHANICAL CONTRACTOR
6. ELECTRICAL PANEL TO BE SIZED BY THE ELECTRICAL CONTRACTOR
7. 2" x 4" BRACING TO BE PLACE IN STUD WALL FOR MILLWORK SUPPORT MUST MEET INSPECTOR REQUIREMENTS
8. HURRICANE CLIPS AND TIES ARE TO BE USED AND MUST MEET CODE REQUIREMENTS

SQUARE FOOTAGE	
HEATED	1318.242
NON-HEATED	592
TOTAL	1910.242

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REVISIONS

TRANSVERSE SECTION

PALMERS LOT 1

COMMUNITY CONNECTIONS

HATTIESBURG, MS 39404 PHONE: (601) 261-0620

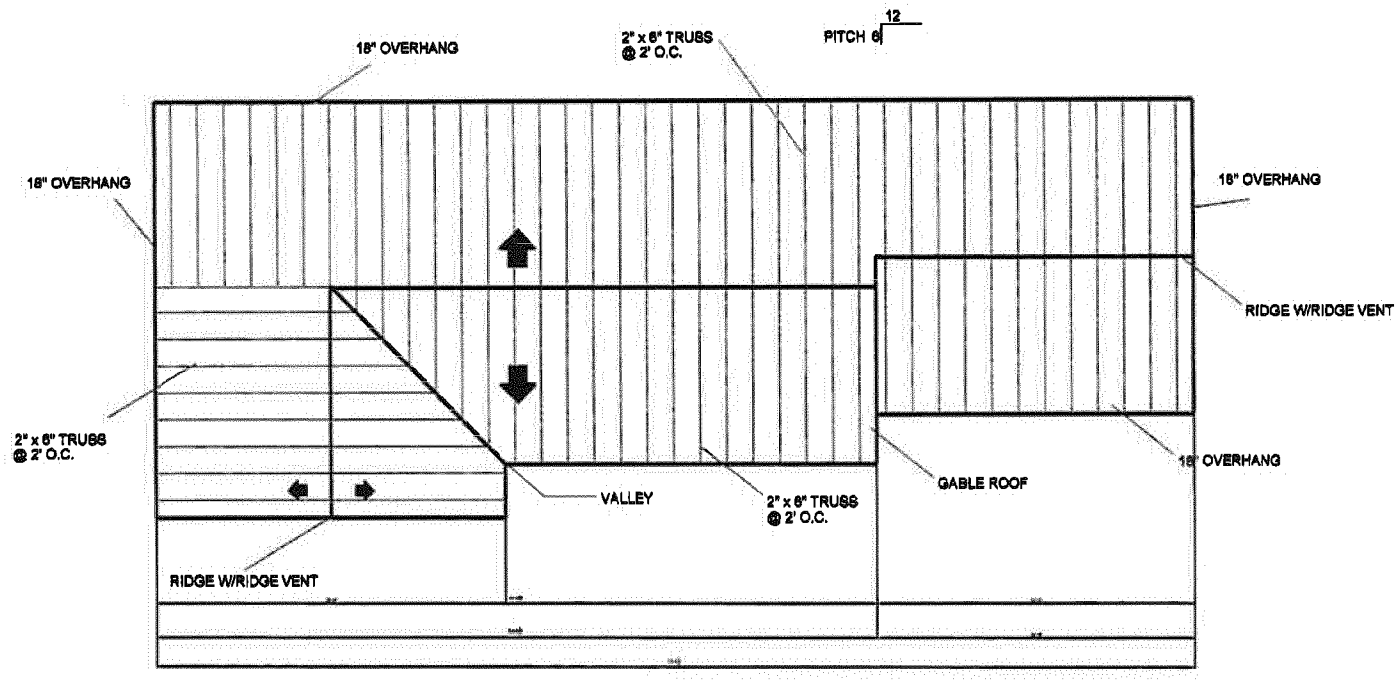
DESIGNED BY:
FAITH DESIGN
P.O. BOX 15584
HATTIESBURG, MS. 39404
(601)-543-6661

DATE:
JANUARY 07, 2006

DRAWN BY:
D.S.JOHNSON

SHEET NO.
A-7

6



ROOF LAYOUT

SCALE: 1/4" = 1' - 0"

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REVISIONS

ROOF PLAN

PALMERS LOT 1
COMMUNITY CONNECTIONS
HATTIESBURG, MS 39404
PHONE: (601) 261-0620

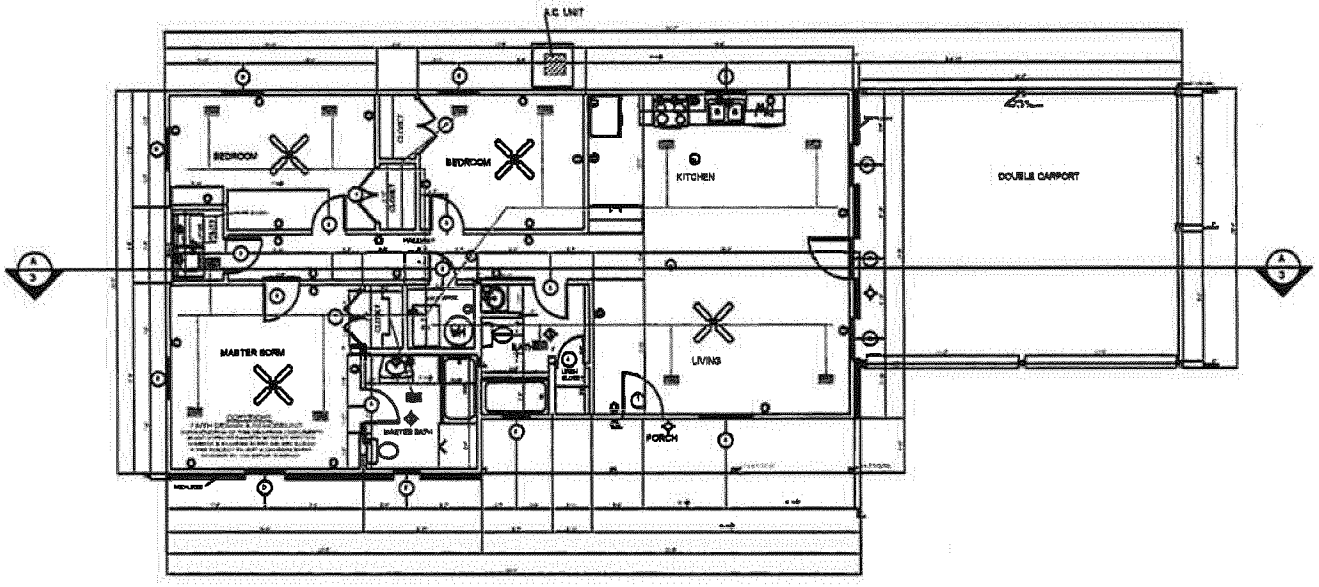
DESIGNED BY:
FAITH DESIGN
P.O. BOX 15504
HATTIESBURG, MS. 39404
(601)-543-0651

DATE:
JANUARY 27, 2005

DRAWN BY:
D.S.JOHNSON

SHEET NO.
A-5

17



MECHANICAL PLAN

SCALE: 1/4" = 1' - 0"

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PLANS AND DIMENSION FAILURE TO DO SO WILL NOT RELIEVE HIM FROM CONSTRUCTION THE RESIDENCE AS PER PLANS AND NOTES
2. ALL WORK IS TO BE ACCOMPLISHED IN A PROFESSIONAL, WORKMANLIKE MANNER. ALL WORK IS TO COMPLY WITH ALL STATE AND LOCAL CODES
3. THE GENERAL CONTRACTOR SHALL COORDINATE ALL WORK WITH THE MECHANICAL AND ELECTRICAL CONTRACTORS
4. THE OWNER RESERVES THE RIGHT OF FINAL APPROVAL ON ALL PHASES OF THE PROJECT. ANY ITEM NOT IN ACCORDANCE TO THE PLANS OR NOTES WILL BE APPROVED BY THE OWNER PRIOR TO COMMENCEMENT OF THAT ITEM. FAILURE TO DO SO WILL RESULT IN THE CONTRACTOR REPLACING THE WORK AT NO ADDITIONAL COST TO THE OWNER
5. ALL VENTS TO BE SIZED BY THE MECHANICAL CONTRACTOR
6. ELECTRICAL PANEL TO BE SIZED BY THE ELECTRICAL CONTRACTOR
7. 2" x 4" BRACING TO BE PLACE IN STUD WALL FOR MILLWORK SUPPORT MUST MEET INSPECTION REQUIREMENTS
8. HURRICANE CLIPS AND TIES ARE TO BE USED AND MUST MEET CODE REQUIREMENTS

MECHANICAL SCHEDULE	
SYM	DESCRIPTION
	A.C. REGISTER
	RETURN AIR
	A.C. UNIT

SQUARE FOOTAGE	
HEATED	1315.242
NON-HEATED	502
TOTAL	1915.242

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REVISIONS

MECHANICAL PLAN

PALMERS LOT 1

COMMUNITY CONNECTIONS

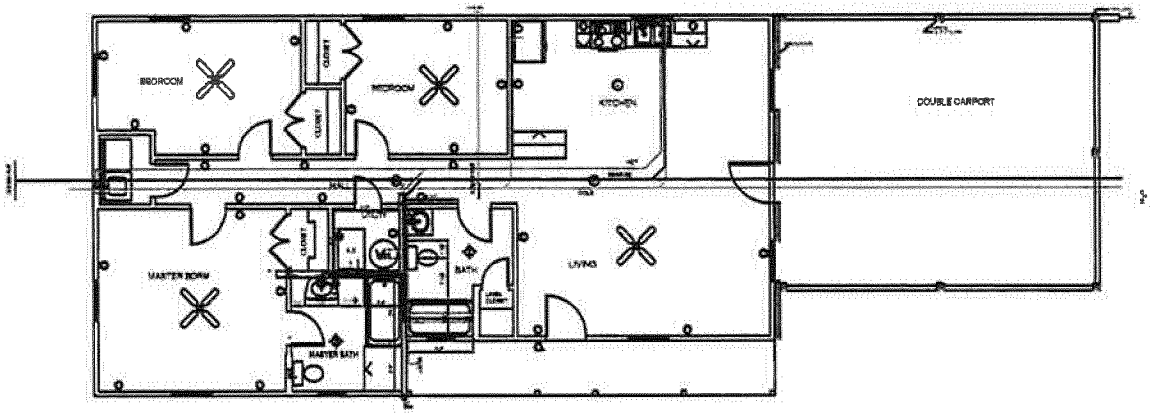
HATTIESBURG, MS 39401 PHONE: (601) 261-0620

DESIGNED BY:
FAITH DESIGN
P.O. BOX 15584
HATTIESBURG, MS. 39404
(601) 543-6861

DATE:
JANUARY 27, 2009

DRAWN BY:
D.S.JOHNSON

SHEET NO.
M-1



PLUMBING PLAN

SCALE: 1/4" = 1' - 0"

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PLUMBING LEGEND	
FIXTURE	DESCRIPTION
	HOT WATER SUPPLY LINE
	HOT SUPPLY LINE
	COLD WATER SUPPLY LINE

SQUARE FOOTAGE	
HEATED	1313 SQ
NON-HEATED	502
TOTAL	1815 SQ

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PLANS AND DIMENSION FAILURE TO DO SO WILL NOT RELIEVE HIM FROM CONSTRUCTION THE RESIDENCE AS PER PLANS AND NOTES
2. ALL WORK IS TO BE ACCOMPLISHED IN A PROFESSIONAL, WORKMANLIKE MANNER. ALL WORK IS TO COMPLY WITH ALL STATE AND LOCAL CODES
3. THE GENERAL CONTRACTOR SHALL COORDINATE ALL WORK WITH THE PLUMBING CONTRACTOR
4. THE OWNER RESERVES THE RIGHT OF FINAL APPROVAL ON ALL PHASES OF THE PROJECT. ANY ITEM NOT IN ACCORDANCE TO THE PLANS OR NOTES WILL BE APPROVED BY THE OWNER PRIOR TO COMMENCEMENT OF THAT ITEM FAILURE TO DO SO WILL RESULT IN THE CONTRACTOR REPLACING THE WORK AT NO ADDITIONAL COST TO THE OWNER
5. ALL PLUMBING TO BE SIZED BY THE PLUMBING CONTRACTOR

F.D.R.

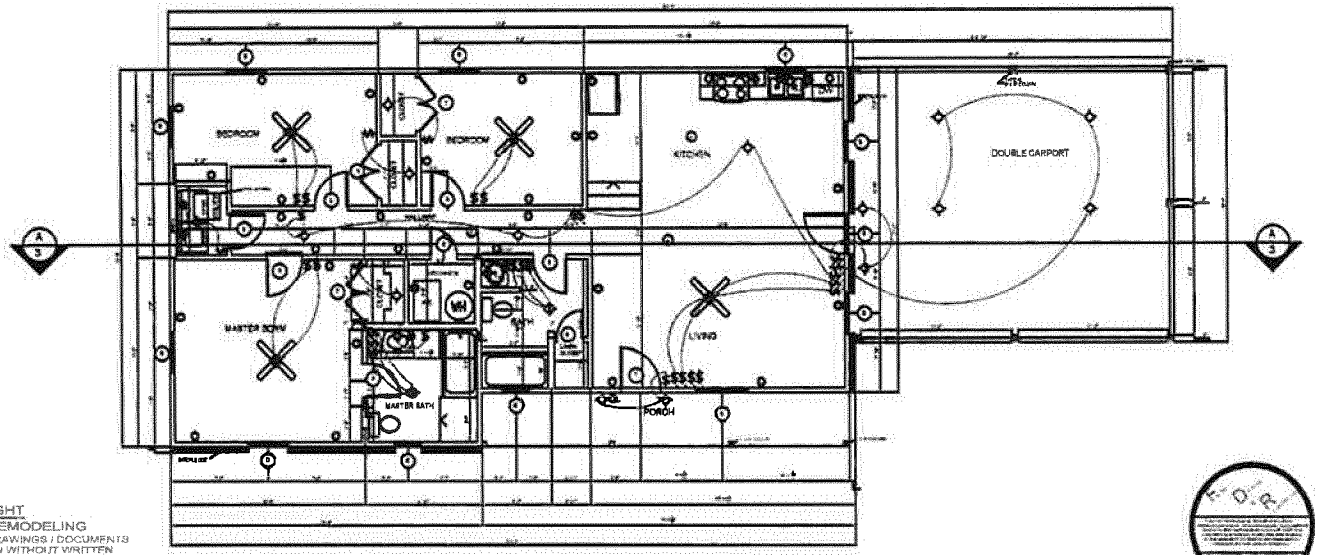
PLUMBING PLAN
PALMERS LOT 1
COMMUNITY CONNECTIONS
HATTIESBURG, MS 39401 PHONE: (601) 261-0620

DESIGNED BY:
FAITH DESIGN
P.O. BOX 155504
HATTIESBURG, MS. 39404
(601)-543-8081

DATE:
JANUARY 27, 2006

DRAWN BY:
D.S.JOHNSON

SHEET NO.
P-1



ELECTRICAL PLAN

SCALE: 1/4" = 1' - 0"

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ELECTRICAL SYMBOLS

SYM.	DESCRIPTION
	110 VOLT DUPLEX CONVENIENCE OUTLET
	GROUND FAULT CIRCUIT INTERRUPTING RECEPTACLE
	110 VOLT WEATHERPROOF RECEPTACLE
	220 VOLT RECEPTACLE
$	SINGLE POLE SWITCH
$	THREE WAY SWITCH
	SUSPENDED CEILING FIXTURE
	RECESSED LIGHT/HEAT/FAN
	SMOKE DETECTOR
	THERMOSTAT
	TELEVISION OUTLET
	DOORBELL
	INTERCONNECTING TELEPHONE OUTLET

SQUARE FOOTAGE

HEATED	1318 242
NON-HEATED	592
TOTAL	1910 242

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PLANS AND DIMENSION FAILURE TO DO SO WILL NOT RELIEVE HIM FROM CONSTRUCTION THE RESIDENCE AS PER PLANS AND NOTES.
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5. ALL VENTS TO BE SIZED BY THE MECHANICAL CONTRACTOR
6. ELECTRICAL PANEL TO BE SIZED BY THE ELECTRICAL CONTRACTOR

ELECTRICAL PLAN

PALMERS LOT 1
COMMUNITY CONNECTIONS

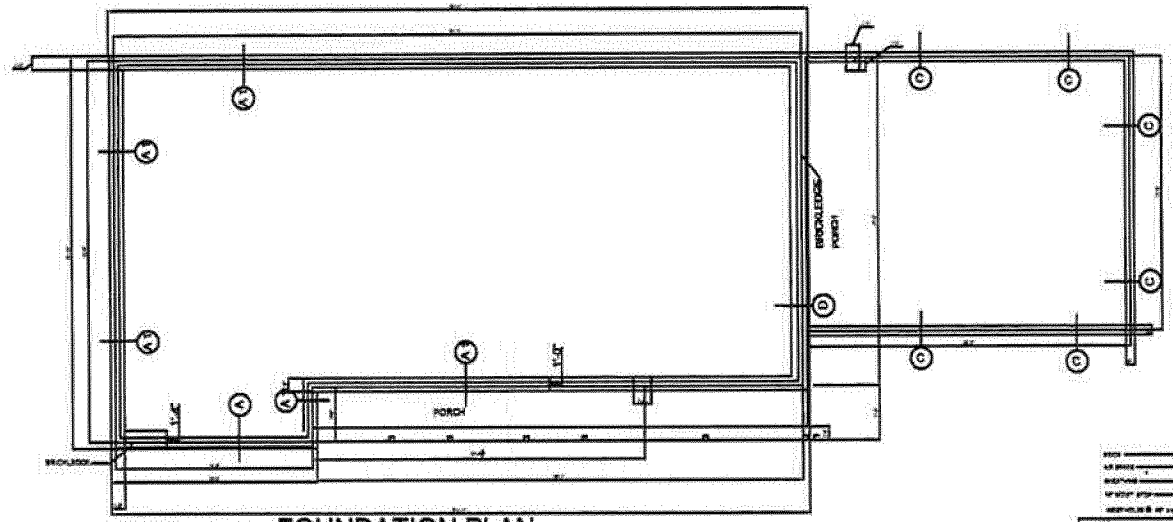
HATTIESBURG, MS 39404 PHONE: (601) 261-0820

DESIGNED BY:
FAITH DESIGN
P.O. BOX 15504
HATTIESBURG, MS. 39404
(601)-543-6861

DATE:
JANUARY 07, 2000

DRAWN BY:
D.S.JOHNSON

SHEET NO:
E-1



FOUNDATION PLAN
SCALE: 1/4" = 1' - 0"

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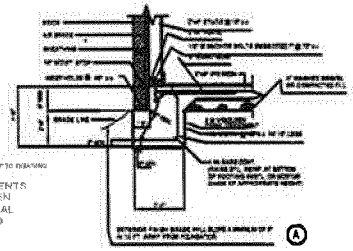
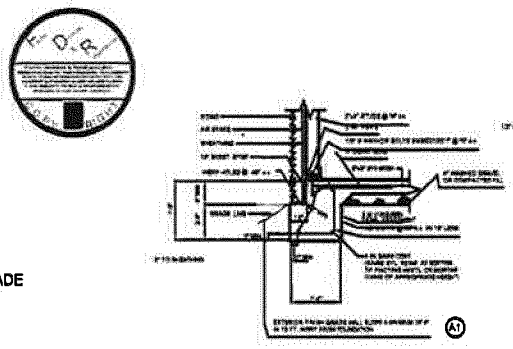
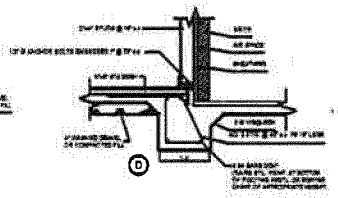
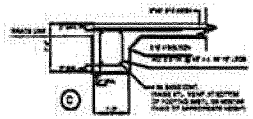








FOUNDATION DETAILS
SCALE: N.T.S.

CONTRACTOR NOTE:

1. SIZE OF CONC. FOOTING & SIZE & NUMBER OF STEEL BARS MAY VARY VERIFY W/ LOCAL BLDG. CODE.
2. FOUNDATIONS SHALL EXTEND NOT LESS THAN 12 INCHES BELOW THE FINISHED NATURAL GRADE OR ENGINEERED FILL AND IN NO CASE LESS THAN THE FROST LINE DEPTH.

REVISIONS

FOUNDATION PLAN & DETAILS

PALMERS LOT 1
COMMUNITY CONNECTIONS

HATTIESBURG, MS 39404 PHONE: (601) 261-0620

DESIGNED BY:
FAITH DESIGN
P.O. BOX 16564
HATTIESBURG, MS. 39404
(601)-543-9861

DATE:
JANUARY 27, 2006

DRAWN BY:
D.S.JOHNSON

SHEET NO:
S-1

City of Hattiesburg, MS

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

Master

File Number: 2014-1039

File ID:	2014-1039	**Type:**	Regular Agenda Item	**Status:**	Tabled
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/02/2014
Brief Title:	Authorize Mayor to execute Lease Agreement with Alabama Great Southern Railroad Company for downtown parking			**Final Action:**	04/22/2014
				Minute Book Number:	MB2014-116

Title: Authorize Mayor to execute in duplicate Lease Agreement with The Alabama Great Southern Railroad Company for certain real properties having an area of 2.25 acres, more or less, to be used for parking and no other purpose.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Parking Lease Agreement Cover Letter, Parking Lease Agreement Great Southern Railroad	**Enactment Number:**	
Contact:		**Meeting Date:**	04/22/2014
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014	Table				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to TABLE to Authorize Mayor to execute in duplicate Lease Agreement with The Alabama Great Southern Railroad Company for certain real properties having an area of 2.25 acres, more or less, to be used for parking and no other purpose.

Mayor DuPree requested that the item be tabled until the legal description can be corrected. Council member Carroll stated that the item will be tabled until the Mayor brings it forward.

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

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

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2014-1039

Title
Authorize Mayor to execute in duplicate Lease Agreement with The Alabama Great Southern Railroad Company for certain real properties having an area of 2.25 acres, more or less, to be used for parking and no other purpose.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Norfolk Southern Corporation
Real Estate
1200 Peachtree Street, N.E.
12th Floor
Atlanta, GA 30309-3579

Craig Orcutt
Property Agent
My Direct Line Is:
Phone: (404) 962-5557
FAX: (404) 653-3469
E-mail: craig.orcutt@nscorp.com

March 26, 2014
Activity No. 1164053

UPS 2nd Day Air
Ms. Frances Griffin
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39403

RE: Hattiesburg, Forrest County, Mississippi – Proposed Lease Agreement ("Lease") between The Alabama Great Southern Railroad Company ("Landlord") and City of Hattiesburg ("Tenant"), concerning real property having an area of 2.25 acres, more or less, located at Milepost NO-85.6

Dear Ms. Strahan:

To cover the increased parking area, I've enclosed duplicate originals of the referenced Lease for your handling for execution and witnessing. Thereafter, return both originals to me for execution on behalf of Landlord, after which a fully-executed original will be returned to you for your file. DO NOT DATE the Lease, as we will do so at the time of Landlord's execution. Below are the items required by Landlord in order to complete the file:

- Both originals of the Lease signed and witnessed on behalf of City of Hattiesburg.
- Fax a copy of the Certificate of Insurance, as required by Paragraph 21 of the Lease, to my attention at 404-653-3469 and forward the original directly to: Risk Manager, Norfolk Southern Corporation, Three Commercial Place, Norfolk, VA 23510-2191. Instruct your insurance company to name **The Alabama Great Southern Railroad Company** as an additional insured and certificate holder. For answers to questions concerning the insurance requirements, please contact Mr. Scott Dickerson at (757) 629-2364 or email NSRISK1@nscorp.com. The Certificate of Insurance must be approved and the Lease fully-executed before occupation of the property can be permitted.

The terms and conditions of this Lease shall be valid for thirty (30) calendar days from the date of this letter. If you are unable to execute the Lease within the thirty (30) calendar day time frame, please advise this office in writing of your intent or risk cancellation of your file.

Your cooperation is appreciated. If you have any questions regarding this matter, please contact me referring to the activity number above.

Sincerely,

Craig Orcutt

Craig Orcutt

Enclosure
1025364v2

LEASE AGREEMENT

THIS LEASE is made as of the _____ day of _____, _____ by and between **THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY**, an Alabama corporation (the **"Landlord"**) and **CITY OF HATTIESBURG**, a Mississippi government entity (the **"Tenant"**).

1. Premises; Use. For and in consideration of the agreements set forth herein, to be paid, kept and performed by Tenant, Landlord hereby leases and rents to Tenant, insofar as its right, title and interest in the Premises enables it to do so, those certain real properties located at Milepost NO-85.55 in **Hattiesburg, Forrest County, Mississippi**, having an area of 2.25 acres, more or less, the location and dimensions of which are substantially shown on print dated March 25, 2013, hereunto annexed as **Exhibit "A"** attached hereto (the **"Land"**), together with all improvements thereon (the **"Improvements"**). The Land and the Improvements are collectively referred to herein as the **"Premises"**. This Lease is subject to all encumbrances, easements, conditions, covenants and restrictions, whether or not of record.

The Premises shall be used for parking and no other purpose. The Premises shall not be used for any illegal purposes, for the storage of unlicensed vehicles, nor in any manner to create any nuisance or trespass. No smoking is permitted in or about the Premises. Landlord reserves unto itself and its permittees, the permanent right to construct, maintain or replace upon, under, or over the Premises, any pipe, electrical, telecommunications, and signal lines, or any other facilities of like character now installed or hereinafter to be installed. Landlord further reserves unto itself and its permittees the right to enter upon the Premises at any and all times for the purposes of operating, maintaining, constructing or relocating any trackage or railroad facilities located on, or in the vicinity of, the Premises.

The terms and conditions of the Rider, if any, attached hereto as **Exhibit "B"** are incorporated herein by this reference. In the event of an inconsistency between the terms hereof and the terms of the Rider, the terms of the Rider shall prevail.

2. Term. To have and to hold for a term beginning on June 1, 2014, and continuing thereafter on a periodic basis. In addition to any termination rights that the parties may have hereunder, either party may terminate this Lease for any reason by giving the other party not less than thirty (30) days' notice of such termination. Any such termination pursuant to the preceding sentence shall not relieve Tenant from satisfying and performing all of its obligations hereunder (including, but not limited to, the payment of rental) through the date of such termination and shall not relieve either party from performing any obligation that, pursuant to the terms of the Lease, survives the termination of the Lease.

3. Base Rental. Commencing on the June 1, 2014 (the **"Rental Commencement Date"**) and thereafter on or before the first day of each succeeding month during the remaining term of this Lease, Tenant shall pay to Landlord, in advance, without offset, abatement or demand, base rental for the Premises in the initial amount of ONE THOUSAND NINE HUNDRED AND NO/100 DOLLARS ($1,900.00). The amount of the monthly base rental shall be increased (and not decreased) on an annual basis by the percentage of increase, if any, in the United States, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U)(1982-1984 = 100) U.S. City Average, All Items (**"Index"**) as set forth below. If the Index has changed so that the base year differs from that used in this Paragraph, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

The **"Adjustment Date"** shall mean the first anniversary of the Rental Commencement Date and each anniversary thereof during the term of this Lease. The Index published nearest to the Rental Commencement Date shall be the **"Base Index"**. The Index published nearest to the date three (3) months prior to the then current Adjustment Date shall be the **"Adjustment Index"**.

On each Adjustment Date, the monthly base rental shall be adjusted by multiplying the monthly base rental payable under this Lease at the Rental Commencement Date by a fraction, the numerator of which fraction is the applicable Adjustment Index and the denominator of which fraction is the Base Index. The amount so determined shall be the monthly base rental payable under the Lease beginning on the applicable Adjustment Date and until the next Adjustment Date (if any).

Except in the event of default, base rental for any partial rental periods shall be prorated. The acceptance by Landlord of base rental shall not constitute a waiver of any of Landlord's rights or remedies under this Lease. All payments of base rental, and any additional rental payable hereunder, shall be sent to the Treasurer of Landlord at P.O. Box 116944, Atlanta, Georgia 30368-6944, or such other address as Landlord may designate in any invoice delivered to Tenant. Prior to or simultaneously with Tenant's execution of this Lease, Tenant has paid to Landlord (a) a non-refundable, administrative fee in the amount of $500.00 [see Rider], and (b) the first installment of base rental due hereunder. In the event Tenant fails to pay base rental or any other payment called for under this Lease on or before the due date, Tenant shall pay a late charge equal to five percent (5%) of the unpaid amount. In addition, any sum not paid within thirty (30) days of its due date shall accrue interest thereafter until paid at the rate per annum equal to the lesser of (a) the highest interest rate permitted by applicable law; or (b) eighteen percent (18%).

5. Utilities. Landlord shall have no obligation to provide light, water, heat, air conditioning or any other utilities or services to the Premises. Tenant shall place any and all utility and service related bills in its name and shall timely pay the same, along with all assessments or other governmental fees or charges pertaining to the Premises. If Tenant does not pay same, Landlord may (but shall not be obligated to) pay the same, including any and all late fees and penalties, and such payment shall be added to and treated as additional rental of the Premises.

6. Maintenance and Repairs. Tenant, at its sole cost, shall keep and maintain all of the Premises (including, but not limited to, all structural and non-structural components thereof and all systems) in good order and repair (including replacements) and shall keep the Premises free of pests and rodents. Tenant hereby waives (a) any rights at law or in equity to require Landlord to perform any repair, replacement or maintenance to the Premises, and (b) any right to abate rental or terminate this Lease due to the failure by Landlord to perform any repairs, replacements or maintenance. Tenant shall not create any lien, charge or encumbrance upon the Premises, and Tenant shall promptly remove or bond over any such lien, charge or encumbrance.

7. Modifications and Alterations to the Premises. Tenant shall make no modifications, alterations or improvements to the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Any modifications or alterations consented to by Landlord shall be completed in a good, workmanlike and lien-free manner, in accordance with all applicable laws, codes, regulations and ordinances and by contractors approved by Landlord. Unless otherwise agreed by the parties hereto, any alterations or improvements to the Premises made by Tenant shall become the property of Landlord; provided, however, Landlord, at its option, may require Tenant to remove any improvements or repair any alterations in order to restore the Premises to the condition existing at the time Tenant took possession. Notwithstanding the foregoing, Tenant may remove any

moveable equipment or trade fixtures owned by Tenant during the term of this Lease, provided that any damage caused by such removal shall be repaired by Tenant in a manner acceptable to Landlord.

8. Return of Premises. Tenant agrees to return the Premises to Landlord at the expiration or prior termination of this Lease in the same condition and repair as when first received, normal wear and tear excepted. Tenant agrees to remove its moveable equipment and trade fixtures from the Premises at the expiration or prior termination of this Lease. Tenant shall immediately repair any damage arising out of any such removal in a manner acceptable to Landlord. Failure to comply with this Paragraph 7 will constitute holding over by Tenant.

9. Destruction of or Damage to Premises. If all or substantially all of the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. In the event of such termination, rental shall be prorated and paid up to the date of such casualty. In no event shall Tenant have any right to terminate this Lease if the casualty in question was caused or contributed to by Tenant, its agents, employees, contractors or invitees.

10. Indemnity. Except for damage caused solely by Landlord's negligence, Tenant agrees to indemnify, defend and save harmless Landlord, Landlord's parent companies, subsidiaries, affiliates, lessors, licensors, and subsidiaries of parent companies (collectively the **"Landlord Related Entities"**) and Landlord's and Landlord's Related Entities' officers, directors, members, shareholders, lenders, agents and employees (collectively the **"Landlord Entities"**) against all claims (including but not limited to claims for bodily injury, death or property damage), economic losses, liabilities, costs, injuries, damages, actions, mechanic's liens, losses and expenses (including but not limited to reasonable attorney's fees and costs) to whomsoever, including, but not limited to, Tenant's agents, workmen, servants or employees, or whatsoever occurring (collectively, **"Claims"**) arising out of or relating to Tenant's use or occupancy of the Premises. To the fullest extent permitted by applicable laws, Tenant hereby waives and releases the Landlord Entities from any Claims (including but not limited to Claims relating to interruptions in services) arising out of or relating in any way to the Tenant's use or occupancy of the Premises.

11. Governmental Orders. Tenant agrees, at its own expense, to comply with all laws, orders, regulations, ordinances or restrictions applicable by reason of Tenant's use or occupancy of the Premises or operation of its business.

12. Condemnation. If the Premises or such portion thereof as will make the Premises unusable for the purpose herein leased shall be condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then this Lease shall terminate as of the date of such condemnation or sale, and rental shall be accounted for between Landlord and Tenant as of such date. All condemnation awards shall belong to Landlord; provided, however, and to the extent permitted under applicable law, Tenant shall be entitled to file a separate claim against the condemning authority for loss of its personal property and moving expenses so long as the filing of such claim does not affect or reduce Landlord's claim as to such awards or proceeds.

13. Assignment. Tenant may not assign this Lease or any interest thereunder or sublet the Premises in whole or in part or allow all or a portion of the Premises to be used by a third party without the prior written consent of Landlord. If Tenant is a corporation, partnership, limited liability company or other entity, the transfer of more than fifty percent (50%) of the ownership interests of Tenant or the transfer of a lesser percentage which results in a transfer of control of Tenant (WHICH INCLUDES, WITHOUT LIMITATION, TRANSACTIONS IN WHICH TENANT SELLS ITS BUSINESS, SELLS ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF ITS BUSINESS OR MERGES OR

CONSOLIDATES WITH ANOTHER ENTITY), whether in one transaction or a series of related transactions, shall constitute an assignment for purposes of this Lease. All requests for an assignment or sublease shall be accompanied by a copy of the proposed assignment or sublease agreement and an administrative fee in the amount of $750.00. Any assignee shall become liable directly to Landlord for all obligations of Tenant hereunder. No such assignment or sublease nor any subsequent amendment of the Lease shall release Tenant or any guarantor of Tenant's obligations hereunder. If any such subtenant or assignee pays rental in excess of the rental due hereunder or if Tenant receives any other consideration on account of any such assignment or sublease, Tenant shall pay to Landlord, as additional rent, one-half of such excess rental or other consideration upon the receipt thereof. Any assignment or sublease made in violation of this Paragraph 12 shall be void and shall constitute a default hereunder.

14. Environmental. Tenant covenants that neither Tenant, nor any of its agents, employees, contractors or invitees shall cause or permit any aboveground or underground storage tanks or associated piping (collectively **"Tanks"**) to be located on or under the Premises or any Hazardous Materials (as hereinafter defined) to be stored, handled, treated, released or brought upon or disposed of on the Premises. Tenant shall comply, at its own expense, with any and all applicable laws, ordinances, rules, regulations and requirements respecting solid waste, hazardous waste, air, water, pollution or otherwise relating to the environment or health and safety (collectively **"Environmental Laws"**). Tenant shall not under any circumstance dispose of trash, debris or wastes on the Premises and will not conduct any activities on the Premises which require a hazardous waste treatment, storage or disposal permit. As used herein, the term **"Hazardous Materials"** means asbestos, polychlorinated biphenyls, oil, gasoline or other petroleum based liquids, and any and all other materials or substances deemed hazardous or toxic or regulated by applicable laws, including but not limited to substances defined as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. 6901 et seq. (or any state counterpart to the foregoing statutes) or determined to present the unreasonable risk of injury to health or the environment under the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq. Tenant shall indemnify, defend and hold the Landlord Entities harmless from and against any and all claims, judgments, damages, penalties, fines, costs (including without limitation, consultant's fees, experts' fees, attorney's fees, investigation and cleanup costs and courts costs), liabilities or losses resulting from (1) the storage, handling, treatment, release, disposal, presence or use of Hazardous Materials in, on or about the Premises from and after the date of this Lease or (2) the violation by Tenant of any provision of any Environmental Laws. Without limiting the generality of the foregoing indemnity, in the event Landlord has reason to believe that the covenants set forth in this Paragraph 13 have been violated by Tenant, Landlord shall be entitled, at Tenant's sole expense, to take such actions as Landlord deems necessary in order to assess, contain, delineate and/or remediate any condition created by such violation. Any sums expended by Landlord shall be reimbursed by Tenant, as additional rental, within thirty (30) days after demand therefor by Landlord. Landlord has the right to enter the Premises at all reasonable times for purposes of inspecting the Premises in order to evaluate Tenant's compliance with the covenants of this Paragraph 13. In the event Tenant delivers or receives any notices or materials from any governmental or quasi-governmental entity and such notices or materials relate to Tanks or Hazardous Materials in, on or about the Premises, Tenant shall immediately send to Landlord a copy of such notices or materials. Tenant shall also provide Landlord with a detailed report relating to any release of a Hazardous Material in, on or about the Premises whenever such release is required to be reported to governmental authorities pursuant to the Environmental Laws. Upon the expiration or earlier termination of this Lease, Landlord shall have the right to cause to be performed such environmental studies of the Premises by an environmental consultant as are necessary to determine whether any Hazardous Materials have been stored, handled, treated, released, brought upon or disposed of on the Premises during the term of this Lease in violation of the terms hereof. If any such study reveals any violation of this Lease, Tenant shall promptly reimburse Landlord for the costs of such studies and Tenant shall immediately undertake a further investigation, if necessary, and remediation of such contamination. Landlord may

undertake such investigation and remediation if Tenant fails to do so within a reasonable time frame, in which case Tenant shall promptly reimburse Landlord for the cost of same within thirty (30) days after demand therefore by Landlord. The obligations of this Paragraph 13 shall survive the expiration or earlier termination of this Lease.

15. Default; Remedies. In the event (i) any payment of rental or other sum due hereunder is not paid within ten (10) days after the due date thereof; (ii) the Premises shall be deserted or vacated; (iii) Tenant shall fail to comply with any term, provision, condition or covenant of this Lease, other than an obligation requiring the payment of rental or other sums hereunder, and shall not cure such failure within twenty (20) days after notice to the Tenant of such failure to comply; (iv) Tenant shall attempt to violate or violate Paragraph 12 above; or (v) Tenant or any guarantor shall file a petition under any applicable federal or state bankruptcy or insolvency law or have any involuntary petition filed thereunder against it, then Landlord, in addition to any remedy available at law or in equity, shall have the option to do any one or more of the following:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Tenant agrees to indemnify the Landlord Entities for all loss, damage and expense which Landlord may suffer by reason of such termination.

(b) Without terminating this Lease, terminate Tenant's right of possession, whereupon rental shall continue to accrue and be owed by Tenant hereunder. Thereafter, at Landlord's option, Landlord may enter upon and relet all or a portion of the Premises (or relet the Premises together with any additional space) for a term longer or shorter than the remaining term hereunder and otherwise on terms satisfactory to Landlord. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rental hereunder and all net sums received by Landlord on account of such reletting (after deducting all costs incurred by Landlord in connection with any such reletting, including without limitation, tenant improvement costs, brokerage commissions and attorney's fees).

(c) Pursue a dispossessory, eviction or other similar action against Tenant, in which event Tenant shall remain liable for all amounts owed hereunder, including amounts accruing hereunder from and after the date that a writ of possession is issued.

(d) Perform any unperformed obligation of Tenant, including, but not limited to, cleaning up any trash, debris or property remaining in or about the Premises upon the expiration or earlier termination of this Lease. Any sums expended by Landlord shall be repaid by Tenant, as additional rent, within ten (10) days after demand therefor by Landlord.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies available at law or in equity. Tenant agrees to pay all costs and expenses, including, but not limited to, reasonable attorney's fees and consultant's fees, incurred by Landlord in connection with enforcing the performance of any of the provisions of this Lease, whether suit is actually filed or not. Acceptance of rental or any other sums paid by Tenant shall not constitute the waiver by Landlord of any of the terms of this Lease or any default by Tenant hereunder. Landlord shall not be required to mitigate damages, and the parties intend to waive any burden that applicable law may impose on Landlord to mitigate damages; provided, however, if applicable law nevertheless requires Landlord to mitigate damages then (i) Landlord shall have no obligation to treat preferentially the Premises compared to other premises Landlord has available for leasing; (ii) Landlord shall not be obligated to expend any efforts or any monies beyond those Landlord would expend in the ordinary course of leasing space; and (iii) in

evaluating a prospective reletting of the Premises, the term, rental, use and the reputation, experience and financial standing of prospective tenants are factors which Landlord may properly consider.

16. Signs; Entry by Landlord. Landlord may place "For Lease" signs upon the Premises one hundred twenty (120) days before the termination of this Lease and may place "For Sale" signs upon the Premises at any time. Landlord may enter the Premises with prior notice to Tenant at reasonable hours during the term of this Lease (a) to show the same to prospective purchasers or tenants, (b) to make repairs to Landlord's adjoining property, if any, (c) to inspect the Premises in order to evaluate Tenant's compliance with the covenants set forth in this Lease, or (d) to perform activities otherwise permitted or contemplated hereby.

17. No Estate in Land. This Lease shall create the relationship of landlord and tenant between Landlord and Tenant; Tenant's interest is not assignable by Tenant except as provided in Paragraph 12, above.

18. Holding Over. If Tenant remains in possession of the Premises after expiration of the term hereof with Landlord's written consent, Tenant shall be a month-to-month tenant upon all the same terms and conditions as contained in this Lease, except that the base rental shall become two times the then current base rental, and there shall be no renewal of this Lease by operation of law. Such month-to-month tenancy shall be terminable upon thirty (30) days written notice by either party to the other. Tenant waives any right that it may have to additional notice pursuant to applicable law. If Tenant remains in possession of the Premises after the expiration of the term hereof without Landlord's written consent, Tenant shall be a tenant at sufferance subject to immediate eviction. In such event, in addition to paying Landlord any damages resulting from such holdover, Tenant shall pay base rental at the rate of three times the then current base rental. In such circumstance, acceptance of base rental by Landlord shall not constitute consent or agreement by Landlord to Tenant's holding over and shall not waive Landlord's right to evict Tenant immediately.

19. Notices. Any notice given pursuant to this Lease shall be in writing and sent by certified mail, return receipt requested, by hand delivery or by reputable overnight courier to:

(a) Landlord: Norfolk Southern Corporation, 1200 Peachtree Street, NE – 12th Floor, Atlanta, Georgia 30309-3579, or at such other address as Landlord may designate in writing to Tenant.

(b) Tenant: City of Hattiesburg , c/o Parking Facilities Manager, 200 Forrest Street, Hattiesburg, Mississippi 39403, or at such other address as Tenant may designate in writing to Landlord.

Any notice sent in the manner set forth above shall be deemed delivered three (3) days after said notice is deposited in the mail if sent by certified mail (return receipt requested), or upon receipt if sent by hand delivery or reputable overnight courier. Any change of notice address by either party shall be delivered to the other party by the manner of notice required hereby.

20. Track Clearance. Notwithstanding anything contained in this Lease, and irrespective of the sole, joint, or concurring negligence of Landlord, Tenant shall assume sole responsibility for and shall indemnify, save harmless and defend the Landlord Entities from and against all claims, actions or legal proceedings arising, in whole or in part, from the conduct of Tenant's operations, or the placement of Tenant's fixtures, equipment or other property, within twenty-five feet (25') of Landlord's tracks, if any, located on or adjacent to the Premises. In this connection it is specifically understood that knowledge on

the part of Landlord of a violation of the foregoing clearance requirement, whether such knowledge is actual or implied, shall not constitute a waiver and shall not relieve Tenant of its obligations to indemnify the Landlord Entities for losses and claims resulting from any such violation.

21. Brokerage. Landlord and Tenant hereby covenant and agree to indemnify and hold the other harmless from and against any and all loss, liability, damage, claim, judgment, cost and expense (including without limitation attorney's fees and litigation costs) that may be incurred or suffered by the other because of any claim for any fee, commission or similar compensation with respect to this Lease, made by any broker, agent or finder claiming by, through or under the indemnifying party, whether or not such claim is valid.

22. Tenant's Insurance. Tenant shall procure and maintain, at all times and at its expense, in a form and with an insurance company acceptable to Landlord, Commercial General Liability Insurance for the Premises. Such coverage shall (a) have a single limit of not less than $2,000,000.00 for each occurrence (or such greater amount over time so as to be commercially reasonable) and shall provide for a deductible of not more than $5,000.00, (b) cover Tenant's contractual liability hereunder, (c) cover Tenant and Landlord for liability arising out of work performed by any third parties for Tenant in or about the Premises, (d) name the Landlord Entities as additional insureds, and (e) be considered primary and noncontributory, regardless of any insurance carried by Landlord. Any property insurance maintained by Tenant on its furniture, fixtures, equipment and personal property shall include a waiver of subrogation in favor of Landlord. Tenant shall deliver certificates of insurance evidencing the insurance required hereinabove to Landlord simultaneously with the execution of this Lease by Tenant, which certificates shall reflect that the policies shall not be canceled without at least thirty (30) days prior notice to Landlord. If Tenant fails to obtain the necessary coverages, Landlord may do so at Tenant's expense and the same shall constitute additional rental. All insurance certificates should be delivered to Landlord's Risk Management Department, Three Commercial Place, Norfolk, Virginia 23510, simultaneously with the execution of this Lease by Tenant. The minimum limits of insurance provided for hereunder are not intended to be a limitation on the liability of Tenant hereunder and shall not waive Landlord's right to seek a full recovery from Tenant.

23. Taxes. Tenant agrees to reimburse Landlord, as additional rental, for all real estate taxes and assessments (regular or special) pertaining to the Premises (**"Taxes"**) paid by Landlord with respect to the Premises. Landlord may, but shall not be obligated to, invoice Tenant for the estimated Taxes for each calendar year (but no more frequently than monthly), which amount shall be adjusted each year based upon anticipated Taxes. If the Premises are part of a larger tract, the Taxes for which Tenant is responsible for reimbursing Landlord pursuant to the terms hereof shall be the share of such total Taxes that Landlord reasonably determines are applicable to the Premises, giving due consideration to the relative value of the Premises and the value of the land and improvements reflected in the applicable tax valuation. Upon request from Tenant, Landlord shall provide Tenant with copies of tax bills for the Taxes. If Landlord has been invoicing Tenant for Taxes and the tax bills indicate that the total of the payments made by Tenant exceeds the amount of Taxes applicable to the Premises, Landlord shall credit any such amount against the Tax reimbursement payment next coming due. In the event the accounting shows that the total of the Tax payments made by Tenant is less than the amount of Tax payment due from Tenant under this Paragraph, the accounting shall be accompanied by an invoice for the additional payment. During the year in which the Lease terminates, Landlord shall have the option to invoice Tenant for Taxes based upon the previous year's Taxes. If this Lease commences on a day other than the first day of a tax year or ends on a day other than the last day of a tax year, the amount of any Taxes payable by Tenant applicable to the year in which the term commences or ends shall be prorated. Tenant agrees to pay any sum due under this Paragraph within ten (10) days following receipt of the invoice showing the amount due.

23. Rent Increase Notice. In addition to the rights set forth in Article 14 above, but no sooner than one (1) year after the date of this Lease, Landlord shall have the right, from time to time, to send Tenant a rent increase notice in a form substantially similar to that attached hereto as Exhibit "C" and made a part hereof. If Tenant either agrees to such rent increase or elects to remain on the Premises beyond the stated termination date in the rent increase notice, then such increase shall take effect in the manner prescribed in Tenant's rent increase notice without the need for any further documentation.

24. Joint and Several. If Tenant comprises more than one person, corporation, partnership or other entity, the liability hereunder of all such persons, corporations, partnerships or other entities shall be joint and several.

25. No Warranties; Entire Agreement. TENANT ACCEPTS THE PREMISES "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF QUIET ENJOYMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. LANDLORD SHALL NOT BE LIABLE FOR, AND TENANT HEREBY RELEASES LANDLORD FROM ALL CLAIMS FOR ECONOMIC LOSSES AND ALL OTHER DAMAGE OF ANY NATURE WHATSOEVER ACCRUING TO TENANT, INCLUDING, BUT NOT LIMITED TO THE VALUE OF ANY BUILDINGS, STRUCTURES OR IMPROVEMENTS OF TENANT UPON THE PREMISES, RESULTING FROM OR ARISING BY REASON OF ANY DEFICIENCY, INSUFFICIENCY OR FAILURE OF TITLE OF LANDLORD. THIS LEASE CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES HERETO AS TO THE PREMISES, AND NO REPRESENTATIONS, INDUCEMENTS, PROMISES OR AGREEMENTS, ORAL OR OTHERWISE, BETWEEN THE PARTIES, NOT EMBODIED HEREIN, SHALL BE OF ANY FORCE OR EFFECT.

26. Survival. The provisions of Paragraphs 6, 7, 9, 13, 17, 20 and 22 shall survive the expiration or earlier termination of this Lease.

27. Miscellaneous. Knowledge on the part of Landlord or any employee, agent or representative of Landlord of any violation of any of the terms of this Lease by Tenant shall constitute neither negligence nor consent on the part of Landlord, and shall in no event relieve Tenant of any of the responsibilities and obligations assumed by Tenant in this Lease. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Subject to the terms of Paragraph 12 above, this Lease shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Landlord and Tenant. If any term, covenant or condition of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons, entities or circumstances other than those which or to which used may be held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law. Time is of the essence in this Lease. Neither party shall be bound hereunder until such time as both parties have signed this Lease. This Lease shall be governed by the laws of the State or Commonwealth in which the Premises are located.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, effective the day and year first above written.

Witness:

_____
Signature

Name:_____

Witness:

_____
Signature
Name:_____

Witness:

_____
Signature
Name:_____

Witness:

_____
Signature
Name:_____

ASP:CHO:slc/ April 02, 2013/ 1164053/ 1025326v1

LANDLORD:

THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY
an Alabama corporation

By:_____

Name:_____

Title:_____

Date of Landlord Signature:_____

[SEAL]

TENANT:

CITY OF HATTIESBURG
a Mississippi government entity

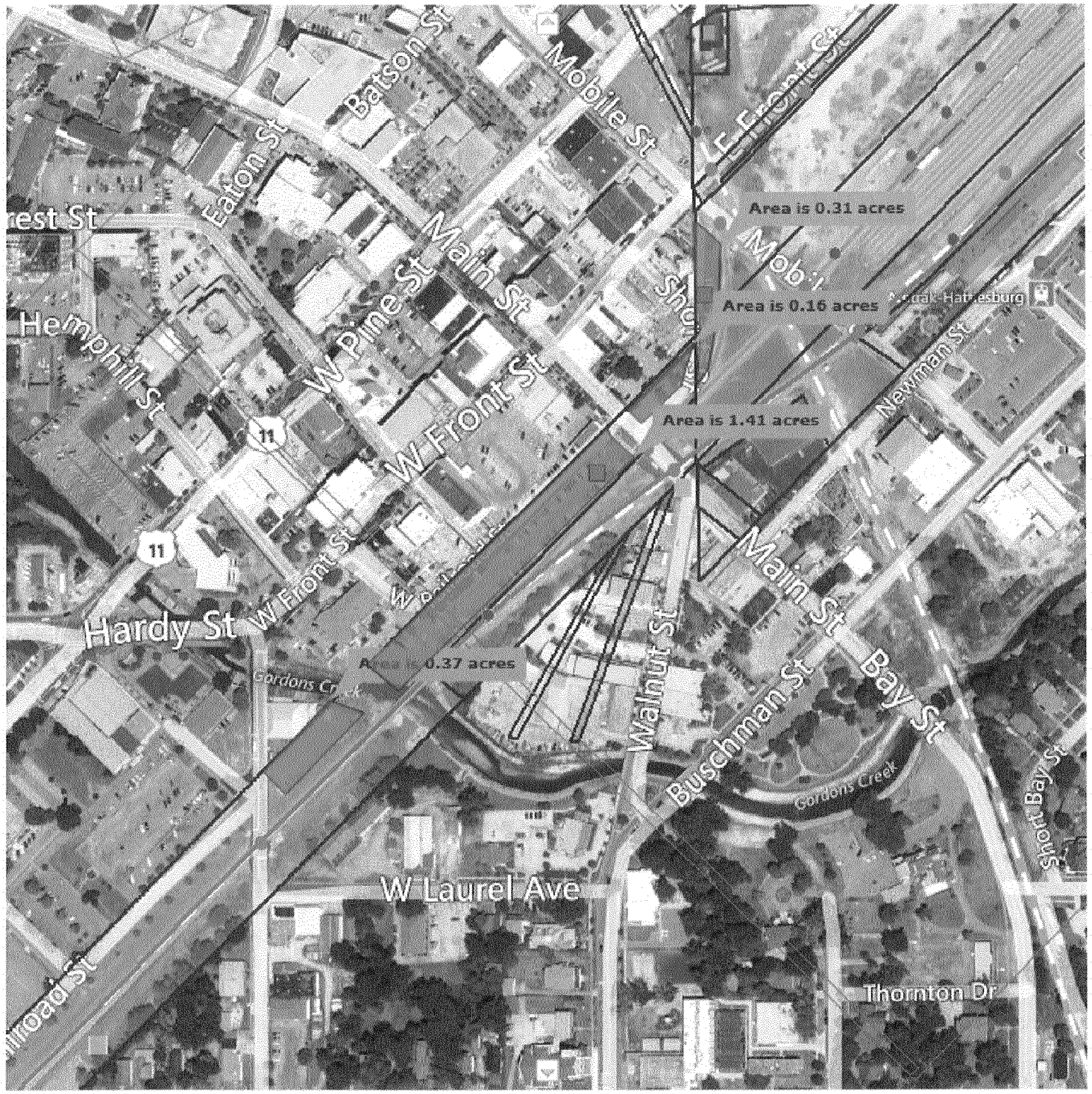
By:_____

Name:_____

Title:_____

Date of Tenant Signature:_____

[SEAL]



NORFOLK SOUTHERN RAILWAY COMPANY
Real Estate Department

Railroad:	The alabama Great Southern Railroad Company		
Location:	Hattesburg, Forrest County, MS		
Licensee:	City of Hattiesburg		
Area:	+/- 2.25 acres		
Maps:	V 2 M 1AS	**Milepost:**	NO 85.6
Activity No:	1164053	**Exhibit A**	
Date:	March 25, 2013	**Not To Scale**	

N
W E
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NORFOLK SOUTHERN

EXHIBIT B

RIDER TO LEASE AGREEMENT BY AND BETWEEN THE THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY, AS LANDLORD, AND CITY OF HATTIESBURG, AS TENANT

This rider is attached to and made a part of the referenced Lease Agreement. In the event of an inconsistency between the terms of this Rider and the terms of the Lease agreement, the terms of this Rider shall control.

1. **Tenant-Owned Improvements.** Tenant shall have the right to use and maintain the existing Tenant-Owned paved parking lot (the "Tenant-Owned Improvements") located upon the Premises. Said Tenant-Owned Improvements shall not become fixtures upon the realty, but shall remain the property of Tenant and shall be removed from the Premises upon termination or expiration of the Lease.

2. **Waiver of Application Fee.** The $500.00 application fee described in Paragraph 3 of this Lease is hereby waived by Landlord.

3. **Public Parking.** The protection afforded Landlord under the provisions of Paragraph 9 of the Lease shall extend to include patrons and invitees of Tenant and Tenant agrees to protect and hold Landlord harmless from loss, injury or damage as set out in said Paragraph 9 accruing from acts, negligence or default of such patrons and invitees or the presence of their property upon the Premises of Landlord including damage to such property from railroad operations. Tenant further agrees that no gasoline or other flammable liquid shall be stored or handled upon the Premises (except fuel in fuel tanks of vehicles parked thereon).

4. **Supersede and Cancel.** This Lease Agreement hereby supersedes and cancels the following leases as of the effective date hereof:

a) the Lease dated February 11, 1918, as amended, between The Alabama Great Southern Railroad Company (Railroad Company), (fka New Orleans and Northeastern Railroad Company) and City of Hattiesburg (the City) concerning the use of 3,920 square feet of property, more or less, at Hattiesburg, Forrest County, Mississippi.
(Custodian No. 29057; Billing ID: 105608 - 23278)

b) the Lease dated February 1, 1999, as amended, between The Alabama Great Southern Railroad Company (Company) and City of Hattiesburg (Licensee) concerning the use of 51,820 square feet or property, more or less, at Hattiesburg, Forrest County, Mississippi. **(Custodian No. 75231; Billing ID: 105608 - 23293)**

EXHIBIT C

SAMPLE LETTER

Date
Activity Number

UPS GROUND
Mr. John Q. Tenant
XYZ Company
12345 Main Street
Anytown, State USA

RE: Anytown, County, State – Lease dated _____ between Norfolk Southern Railway Company ("Landlord") and XYZ Company ("Tenant") covering real property.

Dear Mr. Tenant:

Norfolk Southern Corporation is currently conducting a review of property value and rent structure for all real estate leases for its subsidiaries (including Landlord). Review of the captioned Lease indicates the current rent is below market value. While we endeavor to keep the rent reasonable, it has become necessary to make some adjustments. Therefore, we find it necessary to amend the Lease as follows:

1. The current rent will be increased from $_____ to $_____, effective "date in the future" ("the Commenement Date"), payable in advance, as provided in the Lease.

2. Hereafter, on each anniversary of the Commencement Date, the rent will be changed by the same percentage change as reflected in the "Consumer Price Index for All Urban Consumers (CPI_U) (1982-1984=100) U. S. City Average, All Items: compiled by the Bureau of Labor Statistics of the United States Department of Labor (the "Index"). In no event, however, will the adjusted rent be less than the rent of the immediately preceding year.

All other terms and conditions of the Lease will remain unchanged and in full force and effect.

Landlord will regard your remaining on the property after the above Commencement Date as your acknowledgment and acceptance of the rental increase and agreement that the Lease is amended.

If you have any questions or no longer with to lease this property, please provide written notice to this office within thirty (30) days from the date of this letter. If termination is necessary, Tenant will be required to vacate, remove any Tenant-owned improvements from the property, and otherwise act in accordance with the Lease.

We appreciate having you as a Tenant and hope you will continue to lease this property.

Sincerely,

/s/
John Q. Agent

City of Hattiesburg, MS

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

Master

File Number: 2014-1070

File ID:	2014-1070	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/16/2014
Brief Title:	Authorize execution of MOA between City and USM to support symphony education and outreach program			**Final Action:**	04/22/2014
				Minute Book Number:	MB2014-117

Title:

Authorize Mayor to execute Memorandum of Agreement for the Educational and Community Outreach Program between the City of Hattiesburg and University of Southern Mississippi, for the period March 1, 2014 through February 28, 2015 (Agreement number GM000673, Amendment No. 9) as authorized by MS Code 39-15-1, to allow municipalites to expend monies for support of the arts.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	USM Agreement (Symphony), executed USM Agreement (Symphony)	**Enactment Number:**	
Contact:		**Meeting Date:**	04/22/2014
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014	Authorize				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Authorize Mayor to execute Memorandum of Agreement for the Educational and Community Outreach Program between the City of Hattiesburg and University of Southern Mississippi, for the period March 1, 2014 through February 28, 2015 (Agreement number GM000673, Amendment No. 9) as authorized by MS Code 39-15-1, to allow municipalities to expend monies for support of the arts.

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

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

Nays: 0

Yea:	5	Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2014-1070

Title

Authorize Mayor to execute Memorandum of Agreement for the Educational and Community Outreach Program between the City of Hattiesburg and University of Southern Mississippi, for the period March 1, 2014 through February 28, 2015 (Agreement number GM000673, Amendment No. 9) as authorized by MS Code 39-15-1, to allow municipalites to expend monies for support of the arts.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNIVERSITY OF SOUTHERN MISSISSIPPI (SOUTHERN MISS)
AND
CITY OF HATTIESBURG
AGREEMENT NUMBER SOUTHERN MISS-GM000673
AMENDMENT NUMBER 009

The purpose of this amendment is to incorporate modifications as follows:

MODIFICATION:

EXTENSION:
The project period is extended.
The new project period is March 1, 2014 through February 28, 2015

ADDITIONAL FUNDS:
$50,000 is added to the project. The total project amount is $400,000

All other terms and provisions remain unchanged.

THE UNIVERSITY OF SOUTHERN MISSISSIPPI

_____ _____
Gordon Cannon, Ph.D. Date
Vice President for Research

CITY OF HATTIESBURG

_____ _____
Honorable Johnny Dupree Date
Mayor

THE UNIVERSITY OF
SOUTHERN MISSISSIPPI

SPONSORED PROGRAMS ADMINISTRATION
118 College Drive #5157 | Hattiesburg, MS 39406-0001
Phone: 601.266.4119 | Fax: 601.266.4312 | www.usm.edu/spa

May 5, 2014

City Clerks Office
P.O. Box 1898
Hattiesburg MS 39403
Attn: Kermas Eaton
601-545-4552

RE: Amendment # 9 to USM # GM00673

Enclosed please find _2_ copies of the document referenced above. Please have your authorized institutional representative sign and then return 1 copy to my attention at the address listed above.

If further information is necessary, please do not hesitate to contact me via phone (601-266-4119) or email at david.j.walker@usm.edu.

Sincerely,

David Walker

David Walker
Assistant Director, Senior Grants Administrator

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNIVERSITY OF SOUTHERN MISSISSIPPI (SOUTHERN MISS)
AND
CITY OF HATTIESBURG
AGREEMENT NUMBER SOUTHERN MISS-GM000673
AMENDMENT NUMBER 009

The purpose of this amendment is to incorporate modifications as follows:

MODIFICATION:

EXTENSION:
The project period is extended.
The new project period is March 1, 2014 through February 28, 2015

ADDITIONAL FUNDS:
$50,000 is added to the project. The total project amount is $400,000

All other terms and provisions remain unchanged.

THE UNIVERSITY OF SOUTHERN MISSISSIPPI

Gordon Cannon, Ph.D.
Vice President for Research

5-2-14
Date

CITY OF HATTIESBURG

Honorable Johnny DuPree
Mayor

4-22-14
Date

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNIVERSITY OF SOUTHERN MISSISSIPPI (SOUTHERN MISS)
AND
CITY OF HATTIESBURG
AGREEMENT NUMBER SOUTHERN MISS-GM000673
AMENDMENT NUMBER 009

The purpose of this amendment is to incorporate modifications as follows:

MODIFICATION:

EXTENSION:
The project period is extended.
The new project period is March 1, 2014 through February 28, 2015

ADDITIONAL FUNDS:
$50,000 is added to the project. The total project amount is $400,000

All other terms and provisions remain unchanged.

THE UNIVERSITY OF SOUTHERN MISSISSIPPI

Gordon Cannon, Ph.D.
Vice President for Research

5-2-14
Date

CITY OF HATTIESBURG

Honorable Johnny DuPree
Mayor

4-22-14
Date

City of Hattiesburg, MS

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

Master

File Number: 2014-1045

File ID:	2014-1045	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/10/2014
Brief Title:	Bill Powe Pool Contract 2014			**Final Action:**	04/22/2014
				Minute Book Number:	MB2014-117

Title:

Authorize Mayor to execute duplicate original contract between the City of Hattiesburg Parks and Recreation Department and W.A. Powe Aquatics, LLC.; for the Management Operation of the City of Hattiesburg Summer Aquatic Program.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Pool Contract-Bill Powe 2014, executed Pool Contract-Bill Powe 2014	**Enactment Number:**	
Contact:		**Meeting Date:**	04/22/2014
Drafter:	Ann Jones	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014	Authorize				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Authorize Mayor to execute duplicate original contract between the City of Hattiesburg Parks and Recreation Department and W.A. Powe Aquatics, LLC.; for the Management Operation of the City of Hattiesburg Summer Aquatic Program.

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

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

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2014-1045

Title
Authorize Mayor to execute duplicate original contract between the City of Hattiesburg Parks and Recreation Department and W.A. Powe Aquatics, LLC.; for the Management Operation of the City of Hattiesburg Summer Aquatic Program.

Summary
Agreement

Budget Information
002315.6049

Expenditure Type
Regular Budget Item

Purchasing Item

Publication Information

CITY OF HATTIESBURG
PARKS AND RECREATION DEPARTMENT
POOL MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into on this the 22nd day of April,

2014, between the City of Hattiesburg, Mississippi, hereinafter referred to as "City" and W. A. Powe Aquatics LLC, hereinafter referred to as "Contractor".

WHEREAS, the City is the owner of three (3) swimming pool facilities located at Dahmer Park Pool, Ben McNair Recreation Center Pool, and Scott Jones Jr. Pool at C.E. Roy Community Center.

WHEREAS, the Contractor is willing to undertake the obligations herein set forth in order to provide Aquatic activities and services at said facilities.

NOW, THEREFORE, in consideration of the promises and of the covenants herein expressed, the City and Contractor mutually agree as follow:

SECTION I

GENERAL TERMS AND CONDITIONS

1.0 TERM OF AGREEMENT

1.1 The Agreement shall commence on or about April 1, 2014, and shall end August 30, 2014, unless terminated earlier under provisions herein.

2.0 TERMINATION AND CANCELLATION

2.1 The City may terminate this contract at any time by delivery of written notice stating the contract will terminate within ninety (90) days from date of the receipt of said notice.

2.2 The Contractor may terminate this contract at any time by delivery of written notice Stating the contract will terminate within ninety (90) days from date of receipt of said notice.

3.0 NEGOTIATIONS

3.1 The City reserves the right to negotiate all elements which comprise the Contractor's proposal to ensure the best possible consideration is afforded to all concerned

4.0 LEGAL RELATIONSHIPS

4.1 It is understood and hereby agreed by the parties the Contractor is and shall be an

Independent contractor and shall control all ways, means and details incident to the performance of him/herself and his/her agents and employees under this contract. Neither the Contractor nor his/her agents or employees shall be subject to the personnel policies of the City, nor participate in the benefits which accrue to City employees. Both parties agree to indemnify and hold harmless each other from any and all claims or losses which may result from any negligence or misconduct on the part of either party, agents, employees or representatives.

5.0 LAWS, STATUS AND OTHER GOVERNMENTAL PROVISIONS

5.1 The Contractor shall at all times observe and comply with all Federal and State Laws and City Ordinances and Regulation which affect the operation of Pool Facilities and will comply with all orders, laws, ordinances and regulations which may be enacted by a body having jurisdiction over such facilities.

5.2 The Contractor further agrees to procure all permits and licenses, pay all charges and fees, and give all notices necessary to the lawful operation of Pool Facilities.

6.0 EQUAL OPPORTUNITY

6.1 The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end, in accordance with Title VI of the Act and the regulations, no person in the United States shall, on the grounds of race, color, age, sex, disability or national origin be excluded from participation in , be denied the benefits of, or be otherwise subjected to discrimination as a result of any use or activity at the stated premises.

6.2 In the event the Contractor does not comply with the non-discrimination clauses of the Agreement, the Agreement my be cancelled, terminated or suspended in whole or in part, and the Contractor may be barred from further contracts with the City of Hattiesburg, Mississippi.

SECTION II
INSURANCE

3.0 INSURANCE COVERAGE

3.1 The Contractor shall procure and thereafter, keep in full force and effect during the term of this Agreement liability insurance coverage in the amount of at least $ 1,000,000.

3.2 A Certificate of Insurance evidencing such coverage shall be provided by the Contractor prior to assuming operation of Pool Facilities.

SECTION III

SPECIFIC DUTIES

1.0 SPECIFIC DUTIES

1.1 Contractor shall organize and manage the City of Hattiesburg Summer Aquatics Program.

1.2 Contractor shall oversee hiring, training (certification), and supervision of all City of Hattiesburg pool staff including, but not limited to lifeguards, water safety instructors, head lifeguards and other pool related staff to assist it in the performance of this Agreement.

1.3 Contractor shall provide all lifeguard training and certification

1.4 Contractor shall provide all lifeguard manager training for head lifeguards

1.5 Contractor shall provide weekly in-service training for staff
1.6 Contractor shall provide daily staff meetings with head lifeguards
1.7 Contractor shall provide lifeguard management
1.8 Contractor shall provide program management
1.8.1 Includes group swim scheduling and coordination.
1.8.2 Includes staff scheduling and work hour submission to City timekeeper.
1.8.3 Includes daily fee collection and submission to City Recreation Department.
1.8.4 Includes other duties or tasks necessary for a complete and professional management of the City of Hattiesburg Summer Aquatics Program.
1.9 Contractor shall provide pool maintenance
1.9.1 Includes water chemistry maintenance
1.9.2 Includes vacuuming, brushing, skimmer cleaning, backwashing, etc
1.9.3 Includes other maintenance duties as necessary for pool maintenance.
1.10 Contractor shall provide swim lessons during group swims as available
1.11 Contractor shall provide water safety instructor training to City staff as available
1.12 Performance reports are to be provided by the Contractor to the City daily. Records to be kept :
a. Daily pool group attendance, daily lesson participation, daily public swim attendance and names.
b. Fee collection data per pool
c. Daily water chemistry (hourly) data for chlorine and Ph.
1.13 The Contractor shall promptly inform the Director of Parks and Recreation of any and all damage or need for repair to any of the Pool Facilities.
1.14 The Contractor shall indemnify and hold harmless the City from all expenses, damages, attorneys' fees and other costs arising from any claim or suit in whole or in part from any claim or suit in whole or in part from any alleged failure or negligence of Contractor in operation of the City of Hattiesburg Summer Aquatics Program and/or any tart committed by Contractor and/or the Contractor's employee.

2.0 SUPPLY AND MAINTENANCE OF EQUIPMENT AND LIFEGUARD STAFF

2.1 The City shall supply and maintain all pool mechanical equipment located at the Pool facilities.
2.2 Equipment owned by the contractor will be maintained at its own expense.
2.3 The City shall supply pool chemicals.
2.4 The City shall provide vacuum equipment.
2.5 The Contractor shall notify the City's Director of Parks and Recreation when City – owned equipment is in need of maintenance. The City shall perform such maintenance at its own cost and expense.
2.6 The Contractor agrees to surrender City-owned equipment in good condition, normal wear and tear expected, at the termination of this Agreement or when the Contractor vacates the premises.

SECTION IV

COMPENSATION

The City of Hattiesburg shall pay the Contractor a total of $15,000 for the above-mentioned services.

IN WITNESS WHEREOF City and Contractor have executed this Agreement on the day and year first above written.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
Mayor

CONTRACTOR

BY:_____

CITY OF HATTIESBURG
PARKS AND RECREATION DEPARTMENT
POOL MANAGEMENT AGREEMENT

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4.1 It is understood and hereby agreed by the parties the Contractor is and shall be an

Independent contractor and shall control all ways, means and details incident to the performance of him/herself and his/her agents and employees under this contract. Neither the Contractor nor his/her agents or employees shall be subject to the personnel policies of the City, nor participate in the benefits which accrue to City employees. Both parties agree to indemnify and hold harmless each other from any and all claims or losses which may result from any negligence or misconduct on the part of either party, agents, employees or representatives.

5.0 LAWS, STATUS AND OTHER GOVERNMENTAL PROVISIONS

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6.2 In the event the Contractor does not comply with the non-discrimination clauses of the Agreement, the Agreement my be cancelled, terminated or suspended in whole or in part, and the Contractor may be barred from further contracts with the City of Hattiesburg, Mississippi.

SECTION II
INSURANCE

3.0 INSURANCE COVERAGE

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SECTION IV

COMPENSATION

The City of Hattiesburg shall pay the Contractor a total of $15,000 for the above-mentioned services.

IN WITNESS WHEREOF City and Contractor have executed this Agreement on the day and year first above written.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Mayor

CONTRACTOR

BY: _____

City of Hattiesburg, MS

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

Master

File Number: 2014-1061

File ID:	2014-1061	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/15/2014
Brief Title:	Replacement MOU for the 34th Avenue TE Project.			**Final Action:**	04/22/2014
				Minute Book Number:	MB2014-117

Title:

Authorize Mayor to execute duplicate originals of Replacement Memorandum of Understanding (MOU) reflecting a revised funding deadline for the 34th Avenue Transportation Enhancement Project (STP-0210-00(026)LPA/106412-701000, STP-0018-00(029)LPA/106346-701000), previously approved at Minute Book No. 2012-1/52.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Replacement MOU-34th Ave, executed Replacement MOU-34th Ave	**Enactment Number:**	
Contact:		**Meeting Date:**	04/22/2014
Drafter:	Sharon Waits	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014	Authorize				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Dryden to Authorize Mayor to execute duplicate originals of Replacement Memorandum of Understanding (MOU) reflecting a revised funding deadline for the 34th Avenue Transportation Enhancement Project (STP-0210-00(026)LPA/106412-701000, STP-0018-00(029)LPA/106346-701000), previously approved at Minute Book No. 2012-1/52.

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

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

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

ΓEL-No Vote: 0

Text of Legislative File 2014-1061

Title

Authorize Mayor to execute duplicate originals of Replacement Memorandum of Understanding (MOU) reflecting a revised funding deadline for the 34th Avenue Transportation Enhancement Project (STP-0210-00(026)LPA/106412-701000, STP-0018-00(029)LPA/106346-701000), previously approved at Minute Book No. 2012-1/52.

Summary

Replacement MOU for the 34th Avenue TE Project.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Lisa M. Hancock
Deputy Executive Director/
Administration

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Melinda L. McGrath
Executive Director

Tom King
Southern District Commissioner

Kelly R. Castleberry
District 6 Engineer

Albert L. White
District 7 Engineer

P. O. Box 551 / Hattiesburg, MS 39403-0055 / Telephone (601) 544-6511 / FAX (601) 544-0227 / GoMDOT.com

16499#B Highway 49, Saucier, MS 39574-9740

April 9, 2014

Honorable Johnny L. Dupree
Mayor, City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

RE: Replacement Memorandum of Understanding for Transportation Enhancement Project
Pedestrian and Landscape Improvements along 34th Avenue

Dear Mayor Dupree,

Attached are the duplicate copies of the Replacement MOU for the above referenced project for your review and processing. The Replacement MOU includes the revised funding deadline in accordance with the attached letter and outlines responsibilities and funding as required by the MDOT project development manual, PDM, for federal funding. Please execute the MOU in duplicate and return with council/board minutes signifying approval to my office. Please mail to:

Mississippi Department of Transportation
Attn: David Seyfarth
16499-B Highway 49
Saucier, MS 39574-9740

Should you need additional information, contact my office at 228-832-0682.

Sincerely,

David H. Seyfarth, PE, PS
Special Projects Engineer

cc: Project File 16-10 w/ attachments

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Charles R. Carr
Director
Office of Intermodal Planning

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Melinda L. McGrath
Executive Director

Lisa M. Hancock
Deputy Executive Director/
Administration

Willie Huff
Director
Office of Enforcement

P. O. Box 1850 / Jackson, MS 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / GoMDOT.com

April 4, 2014

Mayor Johnny Dupree
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Subject: STP-0210-00(026)LPA/106412-701000 - Transportation Enhancement
STP-0018-00(029)LPA/106346-701000 – Transportation Enhancement

Dear Mayor Dupree,

I am writing to inform you that Commissioner Tom King has allowed a final extension to the subject projects. The new obligation deadline for the projects will be **December 31, 2014**. To meet the obligation deadline, the projects will have to be granted Ad Authority as described in the LPA Project Development Manual by the above deadline.

Should the new deadlines not be met, the money will be rescinded. In addition to receiving an extension, the District LPA Coordinator will be contacting you to secure replacement MOUs on the referenced projects. If you have any questions, please don't hesitate to contact me.

Sincerely,

Jeffrey C. Altman, P.E.
State Engineer for Local Public Agencies

Cc: David Seyfarth - District 6 LPA Coordinator
LPA Division Project File

RECEIVED
APR 07 2014
GULF COAST REGIONAL OFFICE
GULFPORT

REPLACEMENT
Memorandum of Understanding

Project Number STP-0018-00(029)LPA/106346-701000
Landscape and Pedestrian Improvements for Multiple Routes
Hattiesburg, MS

This Replacement Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Hattiesburg, Local Public Agency, "LPA" (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize Transportation Enhancement Funds and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

WHEREAS, the LPA has announced its intentions to install landscape and pedestrian improvements to Broadway Drive, Pine Street, Mobile Street, and Bouie Street; (hereinafter referred to as the "PROJECT"); and

WHEREAS, it is anticipated that approximately $ 667,000.00 in federal funds (80% federal match and 20% local match) for the construction of the PROJECT, and the above mentioned federal funds will expire if they are not obligated on or before December 31, 2014. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA agrees that if funds from FHWA are utilized that the LPA will be bound by, and will comply with, any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld; and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and

WHEREAS, the MDOT requires the LPA to provide the local share previously stated; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this document supersedes all other agreements unless herein specified.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that

may be allocated to this PROJECT

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.

2. Follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies necessary for the PROJECT including, but not limited to, project activation, consultant selection, request and/or develop and follow all necessary permits, environmental process, preliminary design, Right of Way acquisition (if required), advertisement for and selection of a contractor, construction oversight, and project close out.

3. Submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.

4. Be responsible for all maintenance of the PROJECT during and after completion.

5. Agree to be bound by any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.

6. Agree that if any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.

7. Promptly pay any consultants or contractors monies due them within 45 days of submittal of invoice from the consultant or contractor. MDOT reserves the right to withhold Federal reimbursement until adequate proof of payment has been produced should the above not be followed.

8. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share or any funds above the Federal-aid funds at such time as the funds may be required.

9. All contracts and subcontracts shall include a provision for compliance 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 in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), 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 Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a .

10. The LPA will be required to acknowledge the MDOT and the FHWA for their participation in the project in any news releases or other promotional material for the PROJECT. The PROJECT sponsor shall notify the MDOT LPA Division of any ceremonies related to the PROJECT.

11. In the event right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the LPA for this preliminary engineering work; and (2) in the event that right-of-way acquisition is started by the close of the tenth federal fiscal year, but construction is not started by the close of the twentieth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the City for this preliminary engineering work and right-of-way acquisition.

12. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work which has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule which will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees that any project that uses federal funds shall be properly maintained at all times. If such required maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency.

14. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.

2. Enter into cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.

3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.

4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.

5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, will be charged as a project cost.

6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section F.

C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. In the event that any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.

E. Should the LPA miss the obligation deadline set in this MOU, MDOT reserves the right to obligate funds for the project as obligation authority becomes available, and may not authorize the obligation of those funds until after the obligation of other projects that are set to meet their individual deadlines

F. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

a. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.

b. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.

c. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.

d. Discontinuing the prosecution of the work.

e. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.

f. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.

g. Allowing a final judgment to stand unsatisfied.

h. Making an assignment for the benefit of creditors.

i. Failure to deal with all storm water issues as defined in the permit and/or PDM.

j. Failure to properly maintain any project that uses federal funds may cause future federal funds to be withheld for any projects in the jurisdiction of the local agency.

k. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

G. It is understood that obligation authority is uncertain and should MDOT or the MPO exceed its obligation authority for the year, the LPA understands that it be may be required to move the project to another fiscal year for the funds to be obligated.

Before federal Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the Federal Funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Melinda L. McGrath, Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
Johnny L. Dupree, Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Phone: 601-554-1014
Fax: 601-584-1898

For Technical Matters:

COMMISSION:
David Seyfarth,
District LPA Coordinator – District 6
MDOT
16499#B Hwy 49
Saucier, MS 39574-9740
Phone: 228-832-0682
Fax: 228-832-0681

LPA:
Craig Dearman
Engineering Department
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Phone: 601-554-1014
Fax: 601-584-1898

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will

neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

(remainder of page intentionally blank)

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the _____ day of _____, 20___.

City of Hattiesburg

_____

Johnny L. Dupree, Mayor

Attested:

_____
(Appropriate clerk etc)

So agreed this the _____ day of _____, 20___.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

_____

Melinda L. McGrath, PE
Executive Director
Mississippi Department of Transportation

Book _____, Page _____,

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Lisa M. Hancock
Deputy Executive Director/
Administration

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Melinda L. McGrath
Executive Director

Tom King
Southern District Commissioner

Kelly R. Castleberry
District 6 Engineer

Albert L. White
District 7 Engineer

P. O. Box 551 / Hattiesburg, MS 39403-0055 / Telephone (601) 544-6511 / FAX (601) 544-0227 / GoMDOT.com

16499#B Highway 49, Saucier, MS 39574-9740

April 9, 2014

Honorable Johnny L. Dupree
Mayor, City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

RE: Replacement Memorandum of Understanding for Transportation Enhancement Project
Pedestrian and Landscape Improvements along 34th Avenue

Dear Mayor Dupree,

Attached are the duplicate copies of the Replacement MOU for the above referenced project for your review and processing. The Replacement MOU includes the revised funding deadline in accordance with the attached letter and outlines responsibilities and funding as required by the MDOT project development manual, PDM, for federal funding. Please execute the MOU in duplicate and return with council/board minutes signifying approval to my office. Please mail to:

Mississippi Department of Transportation
Attn: David Seyfarth
16499-B Highway 49
Saucier, MS 39574-9740

Should you need additional information, contact my office at 228-832-0682.

Sincerely,

David Seyfarth

David H. Seyfarth, PE, PS
Special Projects Engineer

cc: Project File 16-10 w/ attachments

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Charles R. Carr
Director
Office of Intermodal Planning

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Melinda L. McGrath
Executive Director

Lisa M. Hancock
Deputy Executive Director/
Administration

Willie Huff
Director
Office of Enforcement

P. O. Box 1850 / Jackson, MS 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / GoMDOT.com

April 4, 2014

Mayor Johnny Dupree
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Subject: STP-0210-00(026)LPA/106412-701000 - Transportation Enhancement
STP-0018-00(029)LPA/106346-701000 – Transportation Enhancement

Dear Mayor Dupree,

I am writing to inform you that Commissioner Tom King has allowed a final extension to the subject projects. The new obligation deadline for the projects will be **December 31, 2014**. To meet the obligation deadline, the projects will have to be granted Ad Authority as described in the LPA Project Development Manual by the above deadline.

Should the new deadlines not be met, the money will be rescinded. In addition to receiving an extension, the District LPA Coordinator will be contacting you to secure replacement MOUs on the referenced projects. If you have any questions, please don't hesitate to contact me.

Sincerely,

Jeffrey C. Altman, P.E.
State Engineer for Local Public Agencies

Cc: David Seyfarth - District 6 LPA Coordinator
LPA Division Project File

RECEIVED
APR 0 / 2014
GULF COAST REGIONAL OFFICE
GULFPORT

REPLACEMENT
Memorandum of Understanding

Project Number STP-0018-00(029)LPA/106346-701000
Landscape and Pedestrian Improvements for Multiple Routes
Hattiesburg, MS

This Replacement Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Hattiesburg, Local Public Agency, "LPA" (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize Transportation Enhancement Funds and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

WHEREAS, the LPA has announced its intentions to install landscape and pedestrian improvements to Broadway Drive, Pine Street, Mobile Street, and Bouie Street; (hereinafter referred to as the "PROJECT"); and

WHEREAS, it is anticipated that approximately $ 667,000.00 in federal funds (80% federal match and 20% local match) for the construction of the PROJECT, and the above mentioned federal funds will expire if they are not obligated on or before December 31, 2014. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA agrees that if funds from FHWA are utilized that the LPA will be bound by, and will comply with, any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld; and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and

WHEREAS, the MDOT requires the LPA to provide the local share previously stated; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this document supersedes all other agreements unless herein specified.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that

may be allocated to this PROJECT

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.

2. Follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies necessary for the PROJECT including, but not limited to, project activation, consultant selection, request and/or develop and follow all necessary permits, environmental process, preliminary design, Right of Way acquisition (if required), advertisement for and selection of a contractor, construction oversight, and project close out.

3. Submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.

4. Be responsible for all maintenance of the PROJECT during and after completion.

5. Agree to be bound by any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.

6. Agree that if any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.

7. Promptly pay any consultants or contractors monies due them within 45 days of submittal of invoice from the consultant or contractor. MDOT reserves the right to withhold Federal reimbursement until adequate proof of payment has been produced should the above not be followed.

8. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share or any funds above the Federal-aid funds at such time as the funds may be required.

9. All contracts and subcontracts shall include a provision for compliance 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 in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), 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 Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a .

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11. In the event right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the LPA for this preliminary engineering work; and (2) in the event that right-of-way acquisition is started by the close of the tenth federal fiscal year, but construction is not started by the close of the twentieth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the City for this preliminary engineering work and right-of-way acquisition.

12. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work which has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule which will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

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2. Enter into cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.

3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.

4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.

5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, will be charged as a project cost.

6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section F.

C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. In the event that any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.

E. Should the LPA miss the obligation deadline set in this MOU, MDOT reserves the right to obligate funds for the project as obligation authority becomes available, and may not authorize the obligation of those funds until after the obligation of other projects that are set to meet their individual deadlines

F. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

a. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.

b. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.

c. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.

d. Discontinuing the prosecution of the work.

e. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.

f. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.

g. Allowing a final judgment to stand unsatisfied.

h. Making an assignment for the benefit of creditors.

i. Failure to deal with all storm water issues as defined in the permit and/or PDM.

j. Failure to properly maintain any project that uses federal funds may cause future federal funds to be withheld for any projects in the jurisdiction of the local agency.

k. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

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A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Melinda L. McGrath, Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
Johnny L. Dupree, Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Phone: 601-554-1014
Fax: 601-584-1898

For Technical Matters:

COMMISSION:
David Seyfarth,
District LPA Coordinator – District 6
MDOT
16499#B Hwy 49
Saucier, MS 39574-9740
Phone: 228-832-0682
Fax: 228-832-0681

LPA:
Craig Dearman
Engineering Department
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Phone: 601-554-1014
Fax: 601-584-1898

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will

neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

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No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

(remainder of page intentionally blank)

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the 22nd day of April, 2014.

City of Hattiesburg

Johnny L. Dupree, Mayor

Attested:

Connie Everett (DC)
(Appropriate clerk etc)

So agreed this the _____ day of _____, 20___.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

_____

Melinda L. McGrath, PE
Executive Director
Mississippi Department of Transportation

Book _____, Page _____,

City of Hattiesburg, MS

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

Master

File Number: 2014-1059

File ID:	2014-1059	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/15/2014
Brief Title:	Replacement MOU for the Broadway/Mobile/Bouie TE Project.			**Final Action:**	04/22/2014
				Minute Book Number:	MB2014-118

Title:

Authorize Mayor to execute duplicate originals of Replacement Memorandum of Understanding (MOU) reflecting a revised funding deadline for the Broadway, Mobile St., Bouie St., Transportation Enhancement Project (STP-0210-00(026)LPA/106412-701000, STP-0018-00(029)LPA/106346-701000), previously approved at Minute Book No. 2012-1/52.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Replacement MOU-Broadway Mobile, executed Replacement MOU-Broadway Mobile	**Enactment Number:**	
Contact:		**Meeting Date:**	04/22/2014
Drafter:	Sharon Waits	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014	Authorize				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Authorize Mayor to execute duplicate originals of Replacement Memorandum of Understanding (MOU) reflecting a revised funding deadline for the Broadway, Mobile St., Bouie St., Transportation Enhancement Project (STP-0210-00(026)LPA/106412-701000, STP-0018-00(029)LPA/106346-701000), previously approved at Minute Book No. 2012-1/52.

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

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

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2014-1059

Title

Authorize Mayor to execute duplicate originals of Replacement Memorandum of Understanding (MOU) reflecting a revised funding deadline for the Broadway, Mobile St., Bouie St., Transportation Enhancement Project (STP-0210-00(026)LPA/106412-701000, STP-0018-00(029)LPA/106346-701000), previously approved at Minute Book No. 2012-1/52.

Summary

Replacement MOU for the Broadway/Mobile/Bouie TE Project.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Lisa M. Hancock
Deputy Executive Director/
Administration

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Melinda L. McGrath
Executive Director

Tom King
Southern District Commissioner

Kelly R. Castleberry
District 6 Engineer

Albert L. White
District 7 Engineer

P. O. Box 551 / Hattiesburg, MS 39403-0055 / Telephone (601) 544-6511 / FAX (601) 544-0227 / GoMDOT.com

16499#B Highway 49, Saucier, MS 39574-9740

April 9, 2014

Honorable Johnny L. Dupree
Mayor, City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

RE: Replacement Memorandum of Understanding for Transportation Enhancement Project
Pedestrian and Landscape Improvements Various Routes

Dear Mayor Dupree,

Attached are the duplicate copies of the Replacement MOU for the above referenced project for your review and processing. The Replacement MOU includes the revised funding deadline in accordance with the attached letter and outlines responsibilities and funding as required by the MDOT project development manual, PDM, for federal funding. Please execute the MOU in duplicate and return with council/board minutes signifying approval to my office. Please mail to:

Mississippi Department of Transportation
Attn: David Seyfarth
16499-B Highway 49
Saucier, MS 39574-9740

Should you need additional information, contact my office at 228-832-0682.

Sincerely,

David Seyfarth

David H. Seyfarth, PE, PS
Special Projects Engineer

cc: Project File 16-10 w/ attachments

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Charles R. Carr
Director
Office of Intermodal Planning

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Melinda L. McGrath
Executive Director

Lisa M. Hancock
Deputy Executive Director/
Administration

Willie Huff
Director
Office of Enforcement

P. O. Box 1850 / Jackson, MS 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / GoMDOT.com

April 4, 2014

Mayor Johnny Dupree
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Subject: STP-0210-00(026)LPA/106412-701000 - Transportation Enhancement
STP-0018-00(029)LPA/106346-701000 – Transportation Enhancement

Dear Mayor Dupree,

I am writing to inform you that Commissioner Tom King has allowed a final extension to the subject projects. The new obligation deadline for the projects will be **December 31, 2014**. To meet the obligation deadline, the projects will have to be granted Ad Authority as described in the LPA Project Development Manual by the above deadline.

Should the new deadlines not be met, the money will be rescinded. In addition to receiving an extension, the District LPA Coordinator will be contacting you to secure replacement MOUs on the referenced projects. If you have any questions, please don't hesitate to contact me.

Sincerely,

Jeffrey C. Altman, P.E.
State Engineer for Local Public Agencies

Cc: David Seyfarth - District 6 LPA Coordinator
LPA Division Project File

RECEIVED
APR 0 7 2014
GULF COAST REGIONAL OFFICE
GULFPORT

REPLACEMENT
Memorandum of Understanding

STP-0210-00(026)LPA/106412-701000
Landscape and Pedestrian Improvements along 34th Avenue
Hattiesburg, MS

This Replacement Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Hattiesburg, Local Public Agency, "LPA" (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize Transportation Enhancement Funds and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

WHEREAS, the LPA has announced its intentions to install landscape and pedestrian improvements along 34th Avenue; (hereinafter referred to as the "PROJECT"); and

WHEREAS, it is anticipated that approximately $ 113,000.00 in federal funds (80% federal match and 20% local match) for the construction of the PROJECT, and the above mentioned federal funds will expire if they are not obligated on or before December 31, 2014. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA agrees that if funds from FHWA are utilized that the LPA will be bound by, and will comply with, any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld; and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and

WHEREAS, the MDOT requires the LPA to provide the local share previously stated; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this document supersedes all other agreements unless herein specified.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that

may be allocated to this PROJECT

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.

2. Follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies necessary for the PROJECT including, but not limited to, project activation, consultant selection, request and/or develop and follow all necessary permits, environmental process, preliminary design, Right of Way acquisition (if required), advertisement for and selection of a contractor, construction oversight, and project close out.

3. Submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.

4. Be responsible for all maintenance of the PROJECT during and after completion.

5. Agree to be bound by any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.

6. Agree that if any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.

7. Promptly pay any consultants or contractors monies due them within 45 days of submittal of invoice from the consultant or contractor. MDOT reserves the right to withhold Federal reimbursement until adequate proof of payment has been produced should the above not be followed.

8. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share or any funds above the Federal-aid funds at such time as the funds may be required.

9. All contracts and subcontracts shall include a provision for compliance 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 in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), 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 Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a .

10. The LPA will be required to acknowledge the MDOT and the FHWA for their participation in the project in any news releases or other promotional material for the PROJECT. The PROJECT sponsor shall notify the MDOT LPA Division of any ceremonies related to the PROJECT.

11. In the event right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the LPA for this preliminary engineering work; and (2) in the event that right-of-way acquisition is started by the close of the tenth federal fiscal year, but construction is not started by the close of the twentieth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the City for this preliminary engineering work and right-of-way acquisition.

12. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work which has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule which will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees that any project that uses federal funds shall be properly maintained at all times. If such required maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency.

14. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.

2. Enter into cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.

3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.

4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.

5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, will be charged as a project cost.

6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section F.

C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. In the event that any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.

E. Should the LPA miss the obligation deadline set in this MOU, MDOT reserves the right to obligate funds for the project as obligation authority becomes available, and may not authorize the obligation of those funds until after the obligation of other projects that are set to meet their individual deadlines

F. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

a. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.

b. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.

c. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.

d. Discontinuing the prosecution of the work.

e. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.

f. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.

g. Allowing a final judgment to stand unsatisfied.

h. Making an assignment for the benefit of creditors.

i. Failure to deal with all storm water issues as defined in the permit and/or PDM.

j. Failure to properly maintain any project that uses federal funds may cause future federal funds to be withheld for any projects in the jurisdiction of the local agency.

k. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

G. It is understood that obligation authority is uncertain and should MDOT or the MPO exceed its obligation authority for the year, the LPA understands that it be may be required to move the project to another fiscal year for the funds to be obligated.

Before federal Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the Federal Funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Melinda L. McGrath, Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
Johnny L. Dupree, Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Phone: 601-554-1014
Fax: 601-584-1898

For Technical Matters:

COMMISSION:
David Seyfarth,
District LPA Coordinator – District 6
MDOT
16499#B Hwy 49
Saucier, MS 39574-9740
Phone: 228-832-0682
Fax: 228-832-0681

LPA:
Craig Dearman
Engineering Department
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Phone: 601-554-1014
Fax: 601-584-1898

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will

neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

(remainder of page intentionally blank)

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the _____ day of _____, 20___.

City of Hattiesburg

_____

Johnny L. Dupree, Mayor

Attested:

_____
(Appropriate clerk etc)

So agreed this the _____ day of _____, 20___.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

_____

Melinda L. McGrath, PE
Executive Director
Mississippi Department of Transportation

Book _____, Page _____,

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Lisa M. Hancock
Deputy Executive Director/
Administration

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Melinda L. McGrath
Executive Director

Tom King
Southern District Commissioner

Kelly R. Castleberry
District 6 Engineer

Albert L. White
District 7 Engineer

P. O. Box 551 / Hattiesburg, MS 39403-0055 / Telephone (601) 544-6511 / FAX (601) 544-0227 / GoMDOT.com

16499#B Highway 49, Saucier, MS 39574-9740

April 9, 2014

Honorable Johnny L. Dupree
Mayor, City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

RE: Replacement Memorandum of Understanding for Transportation Enhancement Project
Pedestrian and Landscape Improvements Various Routes
(Broadway/Mobile)

Dear Mayor Dupree,

Attached are the duplicate copies of the Replacement MOU for the above referenced project for your review and processing. The Replacement MOU includes the revised funding deadline in accordance with the attached letter and outlines responsibilities and funding as required by the MDOT project development manual, PDM, for federal funding. Please execute the MOU in duplicate and return with council/board minutes signifying approval to my office. Please mail to:

Mississippi Department of Transportation
Attn: David Seyfarth
16499-B Highway 49
Saucier, MS 39574-9740

Should you need additional information, contact my office at 228-832-0682.

Sincerely,

David Seyfarth

David H. Seyfarth, PE, PS
Special Projects Engineer

cc: Project File 16-10 w/ attachments

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Charles R. Carr
Director
Office of Intermodal Planning

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Melinda L. McGrath
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Willie Huff
Director
Office of Enforcement

P. O. Box 1850 / Jackson, MS 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / GoMDOT.com

April 4, 2014

Mayor Johnny Dupree
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Subject: STP-0210-00(026)LPA/106412-701000 - Transportation Enhancement
STP-0018-00(029)LPA/106346-701000 – Transportation Enhancement

Dear Mayor Dupree,

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Sincerely,

Jeffrey C. Altman, P.E.
State Engineer for Local Public Agencies

Cc: David Seyfarth - District 6 LPA Coordinator
LPA Division Project File

RECEIVED
APR 0 / 2014
GULF COAST REGIONAL OFFICE
GULFPORT

REPLACEMENT
Memorandum of Understanding

STP-0210-00(026)LPA/106412-701000
Landscape and Pedestrian Improvements along 34th Avenue
Hattiesburg, MS

This Replacement Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Hattiesburg, Local Public Agency, "LPA" (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize Transportation Enhancement Funds and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

WHEREAS, the LPA has announced its intentions to install landscape and pedestrian improvements along 34th Avenue; (hereinafter referred to as the "PROJECT"); and

WHEREAS, it is anticipated that approximately $ 113,000.00 in federal funds (80% federal match and 20% local match) for the construction of the PROJECT, and the above mentioned federal funds will expire if they are not obligated on or before December 31, 2014. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA agrees that if funds from FHWA are utilized that the LPA will be bound by, and will comply with, any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld; and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and

WHEREAS, the MDOT requires the LPA to provide the local share previously stated; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this document supersedes all other agreements unless herein specified.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that

may be allocated to this PROJECT

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.

2. Follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies necessary for the PROJECT including, but not limited to, project activation, consultant selection, request and/or develop and follow all necessary permits, environmental process, preliminary design, Right of Way acquisition (if required), advertisement for and selection of a contractor, construction oversight, and project close out.

3. Submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.

4. Be responsible for all maintenance of the PROJECT during and after completion.

5. Agree to be bound by any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.

6. Agree that if any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.

7. Promptly pay any consultants or contractors monies due them within 45 days of submittal of invoice from the consultant or contractor. MDOT reserves the right to withhold Federal reimbursement until adequate proof of payment has been produced should the above not be followed.

8. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share or any funds above the Federal-aid funds at such time as the funds may be required.

9. All contracts and subcontracts shall include a provision for compliance 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 in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), 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 Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a .

10. The LPA will be required to acknowledge the MDOT and the FHWA for their participation in the project in any news releases or other promotional material for the PROJECT. The PROJECT sponsor shall notify the MDOT LPA Division of any ceremonies related to the PROJECT.

11. In the event right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the LPA for this preliminary engineering work; and (2) in the event that right-of-way acquisition is started by the close of the tenth federal fiscal year, but construction is not started by the close of the twentieth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the City for this preliminary engineering work and right-of-way acquisition.

12. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work which has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule which will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees that any project that uses federal funds shall be properly maintained at all times. If such required maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency.

14. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.

2. Enter into cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.

3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.

4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.

5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, will be charged as a project cost.

6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section F.

C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. In the event that any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.

E. Should the LPA miss the obligation deadline set in this MOU, MDOT reserves the right to obligate funds for the project as obligation authority becomes available, and may not authorize the obligation of those funds until after the obligation of other projects that are set to meet their individual deadlines

F. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

a. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.

b. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.

c. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.

d. Discontinuing the prosecution of the work.

e. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.

f. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.

g. Allowing a final judgment to stand unsatisfied.

h. Making an assignment for the benefit of creditors.

i. Failure to deal with all storm water issues as defined in the permit and/or PDM.

j. Failure to properly maintain any project that uses federal funds may cause future federal funds to be withheld for any projects in the jurisdiction of the local agency.

k. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

G. It is understood that obligation authority is uncertain and should MDOT or the MPO exceed its obligation authority for the year, the LPA understands that it be may be required to move the project to another fiscal year for the funds to be obligated.

Before federal Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the Federal Funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Melinda L. McGrath, Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
Johnny L. Dupree, Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Phone: 601-554-1014
Fax: 601-584-1898

For Technical Matters:

COMMISSION:
David Seyfarth,
District LPA Coordinator – District 6
MDOT
16499#B Hwy 49
Saucier, MS 39574-9740
Phone: 228-832-0682
Fax: 228-832-0681

LPA:
Craig Dearman
Engineering Department
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Phone: 601-554-1014
Fax: 601-584-1898

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will

neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

(remainder of page intentionally blank)

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the 22nd day of April, 2014.

City of Hattiesburg

Johnny L. Dupree, Mayor

Attested:

Connie Everett (DC)
(Appropriate clerk etc)

So agreed this the _____ day of _____, 20___.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

_____

Melinda L. McGrath, PE
Executive Director
Mississippi Department of Transportation

Book _____, Page _____,

City of Hattiesburg, MS

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

Master

File Number: 2014-1062

File ID:	2014-1062	**Type:**	Regular Agenda Item	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/15/2014
Brief Title:	Approve final settlement of COMSWIP Elevated Water Tank Project and authorize publication of notice.			**Final Action:**	04/22/2014
				Minute Book Number:	MB2014-118

Title:

Approve Final Acceptance of the project Comprehensive Sewer & Water Improvements - Hwy 98 Elevated Water Tank; Authorize publication of Notice of Final Settlement of Contract for same.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Final Closing Documents, NOTICE OF FINAL SETTLEMENT-COMSWIP Water Tank, executed NOTICE OF FINAL SETTLEMENT-COMSWIP Water Tank	**Enactment Number:**	
Contact:		**Meeting Date:**	04/22/2014
Drafter:	Sharon Waits	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve Final Acceptance of the project Comprehensive Sewer & Water Improvements - Hwy 98 Elevated Water Tank; Authorize publication of Notice of Final Settlement of Contract for same.

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

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

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2014-1062

Title

Approve Final Acceptance of the project Comprehensive Sewer & Water Improvements - Hwy 98 Elevated Water Tank; Authorize publication of Notice of Final Settlement of Contract for same.

Summary

Approve final settlement of COMSWIP Elevated Water Tank Project and authorize publication of notice.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Clarion Ledger
April 25, 2014

sdw

Engineering Progress

April 11, 2014

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

Attn: Mayor Johnny L. Dupree, Ph. D.

Re: 500,000 Elevated Water Tank
City of Hattiesburg

Dear Mayor:

Enclosed please find the following final close-out documentation for the above referenced project:

- Contractor's Application for Payment No. 9 and FINAL
- Contractor's Warranty
- Consent of Surety to Final Payment
- Contractor's Affidavit

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosure

Cc: Tony McLendon

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

Contractor's Application For Payment No. 9-FINAL

		Application Period: 1/27/13 to 3/10/14	Application Date: March 10, 2014
To (Owner):	City of Hattiesburg 200 Forrest Street Hattiesburg, MS 39403	From (Contractor): Phoenix Fabricators & Erectors, Inc. P.O. Box 631541 Cincinnati, Ohio 45263-1541 Project No.: PFE# 3267	Via (Engineer) Shows, Dearman & Waits, Inc. P.O. Box 1711 Hattiesburg, MS 39403
Project: 500,000 Gallon Elevated Water Storage Tank		Owner's Contract No.: Tank along U.S. HWY 98	Engineer's Project No.:

Application for Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	127,826.00	
TOTALS	127,826.00	0.00
NET CHANGE BY CHANGE ORDERS	127,826.00	

1.	ORIGINAL CONTRACT PRICE	$	806,735.00
2.	Net change by Change Order	$	127,826.00
3.	CURRENT CONTRACT PRICE (Line 1 ± 2)	$	934,561.00
4.	TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	$	934,561.00
5.	RETAINAGE:		
	a. 0 % × $ 934,561.00 Work Completed	$	0.00
6.	AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	$	934,561.00
7.	LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	887,832.95
8.	AMOUNT DUE THIS APPLICATION	$	46,728.05
9.	BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above	$	0.00

Contractor's Certification

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

Phoenix Fabricators & Erectors, Inc.

By: Date: 03/10/14

Tamara J. Schaub A/R Manger

Payment of: $ 46,728.05
(Line 8 or other - attach explanation of other amount)

is recommended by: (Engineer) 4/4/2014 (Date)

Payment of: $ -
(Line 8 or other - attach explanation of other amount)

is approved by: (Owner) (Date)

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

Lump Sum Progress Estimate

Contractor's Application

For (contract):	500,000 Gallon Elevated Water Storage Tank City of Hattiesburg	**Application Number:**	9-FINAL
Application Period:	1/27/13 to 3/10/14	**Application Date:**	3/10/14

A		B	Work Completed		E	F		G
Item		Scheduled Value	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F) / B	Balance to Finish (B - F)
Specification Section No.	Description		From Previous Application (C +	This Period				
1.	ENGINEERING/BONDS/INS	$40,000.00	$40,000.00			$40,000.00	100%	$0.00
	FOUNDATION	$94,800.00	$94,800.00			$94,800.00	100%	$0.00
	FABRICATION/DELIVERY	$361,100.00	$361,100.00			$361,100.00	100%	$0.00
	ERECTION	$150,000.00	$150,000.00			$150,000.00	100%	$0.00
	ELECTRICAL	$3,600.00	$3,600.00			$3,600.00	100%	$0.00
2.	12" DIP 100' @ $60.00	$6,000.00	$6,000.00			$6,000.00	100%	$0.00
3.	8" DIP 240' @ $45.00	$10,800.00	$10,800.00			$10,800.00	100%	$0.00
4.	FIRE HYDRANT 2 @ 2800.00	$5,600.00	$5,600.00			$5,600.00	100%	$0.00
5.	FENCE 382' @ 17.50	$6,685.00	$6,685.00			$6,685.00	100%	$0.00
6.	PAINTING	$97,000.00	$97,000.00			$97,000.00	100%	$0.00
7.	SITE WORK	$4,500.00	$4,500.00			$4,500.00	100%	$0.00
8.	ACCESS ROAD	$12,500.00	$12,500.00			$12,500.00	100%	$0.00
9.	EROSION CONTROL	$3,650.00	$3,650.00			$3,650.00	100%	$0.00
10.	OVERFLOW INLET & PIPING	$9,500.00	$9,500.00			$9,500.00	100%	$0.00
11.	RECLOCATION OF UTILITY	$1,000.00	$1,000.00			$1,000.00	100%	$0.00
12.	C/O #1- ENGINEERING/BONDS	$8,300.00	$8,300.00			$8,300.00	100%	$0.00
	- DRILLED PIERS	$70,150.00	$70,150.00			$70,150.00	100%	$0.00
	- FOUNDATION	$49,376.00	$49,376.00			$49,376.00	100%	$0.00
	Totals	$934,561.00	$934,561.00	$0.00	$0.00	$934,561.00	100%	$0.00

PHOENIX
FABRICATORS AND ERECTORS, INC.
182 SOUTH COUNTY ROAD 900 EAST • AVON, IN 46123-8973

WARRANTY

Owner's Name: City of Hattiesburg, MS

Prime Contractor: Phoenix Fabricators & Erectors, Inc.
182 South County Road 900E
Avon, Indiana 46123
317.271.7002

Project Description: 500,000 Gallon Elevated Water Storage Tank

PFE Job Number: 3267

Phoenix Fabricators & Erectors, Inc. hereby warrants the above-mentioned project to be free of defects in material and workmanship for a period of twelve (12) months effective from this date March 1, 2014.

This warranty excludes; acts of God, vandalism, defects or damage caused by abuse, modifications, or improper maintenance or operation by persons other than Phoenix Fabricators & Erectors, Inc. or by any other individuals or entity for whom Phoenix is responsible; or normal wear and tear under normal usage.

Mike Adams
Project Manger
Phoenix Fabricators & Erectors, Inc.

Consent of Surety to Final Payment

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER ☐

AIA DOCUMENT G707

Bond No. 929548391

TO OWNER: *(Name and address)* City of Hattiesburg
200 Forrest St.
Hattiesburg, MS 39401

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:
500,000 Gallon Elevated Water Tank Along US Highway 98

PROJECT: *(Name and address)* 500,000 Gallon Elevated Water Tank Along US Highway 98

CONTRACT DATED:
April 30, 2012

In accordance with the provisions of the Contract between the Owner and the Contractor as included above, the Western Surety Company, 9000 Keystone Crossing, Suite 500, Indianapolis, IN 46240,
(Insert name and address of Surety)

SURETY, on bond of Phoenix Fabricators and Erectors, Inc.
(Insert name and address of Contractor)

182 South County Road 900 East, Avon, IN 46123, CONTRACTOR, hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to City of Hattiesburg
(Insert name and address of Owner)

200 Forrest St. Hattiesburg, MS 39401, OWNER, as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: March 10, 2014
(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal):

Western Surety Company
(Surety)

(Signature of authorized representative)

Liana M. Shelton, Attorney-In-Fact
(Printed name and title

Printed in cooperation with the American Institute of Architects (AIA) by the CNA Insurance Companies.
The language in this document conforms exactly to the language used in AIA Document G707 - Consent of Surety Company to Final Payment - 1994 Edition.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Daniel T Touw, Liana M Shelton, Jason D McEldowney, Nancy N Nonweiler, Individually

of Indianapolis, IN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of March, 2013.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 8th day of March, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of March, 2014.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

CONTRACTORS AFFIDAVIT

The State of Indiana Date 3/10/14

The County of Hendricks

The City of Avon

Jeffery A. Short President of PHOENIX FABRICATORS AND ERECTORS, INC.
(Officer's Name Title) (Contractor's Name)

has furnished all labor and material entering into the ELEVATED WATER STORAGE

TANK at Hattiesburg, MS
(Kind of Work) (Name and Location of Plant or Work)

called for in contract(s) dated 4/17/12 with

The City of Hattiesburg.
(Owner's Name)

Jeffery A. Short states further that he has full knowledge of all
(Officer's Name)
obligations for such labor and materials which have entered into and become part of that certain project known and designated above, and he further disposes and says that all debts and other obligations for such labor and materials have been fully and completely paid for in good and lawful money of the United States of America and that there are no suits for damages against them proceeding, prospective or otherwise, in consequence of their operations on the above said project.

The said PHOENIX FABRICATORS AND ERECTORS, INC. will hold the Owners,

The City of Hattiesburg, blameless of any and all Mechanic's Liens
(Owner's Name)
that may be hereafter entered or filed for record, so as to constitute charge against said premises for work or labor done or materials furnished by them.

IN WITNESS WHEREOF, he has heretofore put his hand and seal.

(Officer's Name)

(Seal)

I, Tamara J. Schaub, Notary Public in and for the above named County and

State do hereby certify that Jeffery A. Short personally known to me to be the affiant in the foregoing affidavit, personally appeared before me this day and, having been duly sworn, deposes and say tht the facts set forth in the above affidavit are true and correct.

WITNESS my hand and seal this 10th day of March, 20 14.

My commission expires 8/26/14

NOTICE OF FINAL SETTLEMENT

NOTICE is hereby given that the contract between the City of Hattiesburg, Mississippi, as Owner and Phoenix Fabricators & Erectors, Inc. dated December 18, 2012 for the Comprehensive Sewer & Water Improvements – Elevated Water Tank project, as per approved plans and specification on file in the City Clerk's Office, has been fully and completely performed and exercised, and that final settlement thereof and thereunder will be made.

THIS NOTICE is given pursuant to and under the terms and provisions of Section 31-5-53, Mississippi Code of 1972, annotated as amended and pursuant to the authority conferred by Order of the Mayor and City Council of Hattiesburg, Mississippi, appearing for record upon and as part of the official minutes of said City of Hattiesburg.

WITNESS my signature and the official seal of said City, on this the 22nd day of April, 2014, A.D.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
DEPUTY CITY CLERK

(S E A L)

Publish (1) Friday, April 25, 2014
Return PROOF to City Clerk's Office
P O Box 1898
Hattiesburg, MS 39403

NOTICE OF FINAL SETTLEMENT

NOTICE is hereby given that the contract between the City of Hattiesburg, Mississippi, as Owner and Phoenix Fabricators & Erectors, Inc. dated December 18, 2012 for the Comprehensive Sewer & Water Improvements – Elevated Water Tank project, as per approved plans and specification on file in the City Clerk's Office, has been fully and completely performed and exercised, and that final settlement thereof and thereunder will be made.

THIS NOTICE is given pursuant to and under the terms and provisions of Section 31-5-53, Mississippi Code of 1972, annotated as amended and pursuant to the authority conferred by Order of the Mayor and City Council of Hattiesburg, Mississippi, appearing for record upon and as part of the official minutes of said City of Hattiesburg.

WITNESS my signature and the official seal of said City, on this the 22nd day of April, 2014, A.D.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Connie Everett
DEPUTY CITY CLERK

(S E A L)

Publish (1) Friday, April 25, 2014
Return PROOF to City Clerk's Office
P O Box 1898
Hattiesburg, MS 39403

sdw

Engineering Progress

April 11, 2014

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

Attn: Mayor Johnny L. Dupree, Ph. D.

Re: 500,000 Elevated Water Tank
City of Hattiesburg

Dear Mayor:

Enclosed please find the following final close-out documentation for the above referenced project:

- Contractor's Application for Payment No. 9 and FINAL
- Contractor's Warranty
- Consent of Surety to Final Payment
- Contractor's Affidavit

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosure

Cc: Tony McLendon

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

Contractor's Application For Payment No. 9-FINAL

		Application Period: 1/27/13 to 3/10/14	Application Date: March 10, 2014
To (Owner):	City of Hattiesburg 200 Forrest Street Hattiesburg, MS 39403	From (Contractor): Phoenix Fabricators & Erectors, Inc. P.O. Box 631541 Cincinnati, Ohio 45263-1541 Project No.: PFE# 3267	Via (Engineer) Shows, Dearman & Waits, Inc. P.O. Box 1711 Hattiesburg, MS 39403
Project: 500,000 Gallon Elevated Water Storage Tank		Owner's Contract No.: Tank along U.S. HWY 98	Engineer's Project No.:

Application for Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	127,826.00	
TOTALS	127,826.00	0.00
NET CHANGE BY CHANGE ORDERS	127,826.00	

1.	ORIGINAL CONTRACT PRICE	$ 806,735.00
2.	Net change by Change Order	$ 127,826.00
3.	CURRENT CONTRACT PRICE (Line 1 ± 2)	$ 934,561.00
4.	TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	$ 934,561.00
5.	RETAINAGE:	
	a. 0 % × $ 934,561.00 Work Completed	$ 0.00
6.	AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	$ 934,561.00
7.	LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$ ~~887,832.95~~
8.	AMOUNT DUE THIS APPLICATION	$ 46,728.05
9.	BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above	$ 0.00

Contractor's Certification

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

Phoenix Fabricators & Erectors, Inc.

By: Date: 03/10/14

Tamara J. Schaub A/R Manager

Payment of: $ 46,728.05
(Line 8 or other - attach explanation of other amount)

is recommended by: (Engineer) 4/4/2014 (Date)

Payment of: $ -
(Line 8 or other - attach explanation of other amount)

is approved by: (Owner) (Date)

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

Lump Sum Progress Estimate

Contractor's Application

For (contract):	500,000 Gallon Elevated Water Storage Tank City of Hattiesburg	**Application Number:**	9-FINAL
Application Period:	1/27/13 to 3/10/14	**Application Date:**	3/10/14

A		B	Work Completed		E	F		G
Item		Scheduled Value	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F) B	Balance to Finish (B - F)
Specification Section No.	Description		From Previous Application (C +	This Period				
1.	ENGINEERING/BONDS/INS	$40,000.00	$40,000.00			$40,000.00	100%	$0.00
	FOUNDATION	$94,800.00	$94,800.00			$94,800.00	100%	$0.00
	FABRICATION/DELIVERY	$361,100.00	$361,100.00			$361,100.00	100%	$0.00
	ERECTION	$150,000.00	$150,000.00			$150,000.00	100%	$0.00
	ELECTRICAL	$3,600.00	$3,600.00			$3,600.00	100%	$0.00
2.	12" DIP 100' @ $60.00	$6,000.00	$6,000.00			$6,000.00	100%	$0.00
3.	8" DIP 240' @ $45.00	$10,800.00	$10,800.00			$10,800.00	100%	$0.00
4.	FIRE HYDRANT 2 @ 2800.00	$5,600.00	$5,600.00			$5,600.00	100%	$0.00
5.	FENCE 382' @ 17.50	$6,685.00	$6,685.00			$6,685.00	100%	$0.00
6.	PAINTING	$97,000.00	$97,000.00			$97,000.00	100%	$0.00
7.	SITE WORK	$4,500.00	$4,500.00			$4,500.00	100%	$0.00
8.	ACCESS ROAD	$12,500.00	$12,500.00			$12,500.00	100%	$0.00
9.	EROSION CONTROL	$3,650.00	$3,650.00			$3,650.00	100%	$0.00
10.	OVERFLOW INLET & PIPING	$9,500.00	$9,500.00			$9,500.00	100%	$0.00
11.	RECLOCATION OF UTILITY	$1,000.00	$1,000.00			$1,000.00	100%	$0.00
12.	C/O #1- ENGINEERING/BONDS	$8,300.00	$8,300.00			$8,300.00	100%	$0.00
	- DRILLED PIERS	$70,150.00	$70,150.00			$70,150.00	100%	$0.00
	- FOUNDATION	$49,376.00	$49,376.00			$49,376.00	100%	$0.00
	Totals	$934,561.00	$934,561.00	$0.00	$0.00	$934,561.00	100%	$0.00

Prepared by Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

PHOENIX
FABRICATORS AND ERECTORS, INC.
182 SOUTH COUNTY ROAD 900 EAST • AVON, IN 46123-8973

WARRANTY

Owner's Name: City of Hattiesburg, MS

Prime Contractor: Phoenix Fabricators & Erectors, Inc.
182 South County Road 900E
Avon, Indiana 46123
317.271.7002

Project Description: 500,000 Gallon Elevated Water Storage Tank

PFE Job Number: 3267

Phoenix Fabricators & Erectors, Inc. hereby warrants the above-mentioned project to be free of defects in material and workmanship for a period of twelve (12) months effective from this date March 1, 2014.

This warranty excludes; acts of God, vandalism, defects or damage caused by abuse, modifications, or improper maintenance or operation by persons other than Phoenix Fabricators & Erectors, Inc. or by any other individuals or entity for whom Phoenix is responsible; or normal wear and tear under normal usage.

Mike Adams
Project Manger
Phoenix Fabricators & Erectors, Inc.

Consent of Surety to Final Payment

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER ☐

AIA DOCUMENT G707

Bond No. 929548391

TO OWNER: City of Hattiesburg
(Name and address) 200 Forrest St.
Hattiesburg, MS 39401

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:
500,000 Gallon Elevated Water Tank Along US Highway 98

PROJECT: 500,000 Gallon Elevated Water Tank Along US Highway 98
(Name and address)

CONTRACT DATED:
April 30, 2012

In accordance with the provisions of the Contract between the Owner and the Contractor as included above, the Western Surety Company, 9000 Keystone Crossing, Suite 500, Indianapolis, IN 46240,
(Insert name and address of Surety)

SURETY, on bond of Phoenix Fabricators and Erectors, Inc.
(Insert name and address of Contractor)

182 South County Road 900 East, Avon, IN 46123, CONTRACTOR,
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to City of Hattiesburg
(Insert name and address of Owner)

200 Forrest St. Hattiesburg, MS 39401, OWNER,
as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: March 10, 2014
(Insert in writing the month followed by the numeric date and year.)

Western Surety Company
(Surety)

Attest:
(Seal):

(Signature of authorized representative)

Liana M. Shelton, Attorney-In-Fact
(Printed name and title

Printed in cooperation with the American Institute of Architects (AIA) by the CNA Insurance Companies.
The language in this document conforms exactly to the language used in AIA Document G707 - Consent of Surety Company to Final Payment - 1994 Edition.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Daniel T Touw, Liana M Shelton, Jason D McEldowney, Nancy N Nonweiler, Individually

of Indianapolis, IN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of March, 2013.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 8th day of March, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of March, 2014.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

CONTRACTORS AFFIDAVIT

The State of Indiana

Date 3/10/14

The County of Hendricks

The City of Avon

Jeffery A. Short (Officer's Name) President (Title) of PHOENIX FABRICATORS AND ERECTORS, INC. (Contractor's Name)

has furnished all labor and material entering into the ELEVATED WATER STORAGE TANK (Kind of Work) at Hattiesburg, MS (Name and Location of Plant or Work)

called for in contract(s) dated 4/17/12 with The City of Hattiesburg (Owner's Name).

Jeffery A. Short (Officer's Name) states further that he has full knowledge of all obligations for such labor and materials which have entered into and become part of that certain project known and designated above, and he further disposes and says that all debts and other obligations for such labor and materials have been fully and completely paid for in good and lawful money of the United States of America and that there are no suits for damages against them proceeding, prospective or otherwise, in consequence of their operations on the above said project.

The said PHOENIX FABRICATORS AND ERECTORS, INC. will hold the Owners, The City of Hattiesburg (Owner's Name), blameless of any and all Mechanic's Liens that may be hereafter entered or filed for record, so as to constitute charge against said premises for work or labor done or materials furnished by them.

IN WITNESS WHEREOF, he has heretofore put his hand and seal.

(Officer's Name)

(Seal)

I, Tamara J. Schaub, Notary Public in and for the above named County and State do hereby certify that Jeffery A. Short personally known to me to be the affiant in the foregoing affidavit, personally appeared before me this day and, having been duly sworn, deposes and say tht the facts set forth in the above affidavit are true and correct.

WITNESS my hand and seal this 10th day of March, 2014.

My commission expires 8/26/14

City of Hattiesburg, MS

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

Master

File Number: 2014-1064

File ID:	2014-1064	**Type:**	Regular Agenda Item	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/15/2014
Brief Title:	Approve final settlement of Hardy Street Widening project and authorize publication of notice.			**Final Action:**	04/22/2014
				Minute Book Number:	MB2014-118

Title:

Approve Final Acceptance of the Hardy Street Widening from 21st Avenue to 25th Avenue (HPP-6098-00(007)LPA/105194-801000); Authorize publication of Notice of Final Settlement of Contract for same.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Final Closing Documents, Notice of Final Settlement-Hardy St. Widening, executed Notice of Final Settlement-Hardy St. Widening	**Enactment Number:**	
Contact:		**Meeting Date:**	04/22/2014
Drafter:	Sharon Waits	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014	Approve				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Approve Final Acceptance of the Hardy Street Widening from 21st Avenue to 25th Avenue (HPP-6098-00(007)LPA/105194-801000); Authorize publication of Notice of Final Settlement of Contract for same.

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

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

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2014-1064

Title

Approve Final Acceptance of the Hardy Street Widening from 21st Avenue to 25th Avenue (HPP-6098-00(007)LPA/105194-801000); Authorize publication of Notice of Final Settlement of Contract for same.

Summary

Approve final settlement of Hardy Street Widening project and authorize publication of notice.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Clarion Ledger
April 25, 2014

sdw

Engineering Progress

April 10, 2014

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

Attn: Mayor Johnny L. Dupree

RE: **Hardy Street Widening from 21st Avenue to Highway 49**
HPP-6098-00 (007) LPA/105194-801000

Dear Mayor,

Enclosed please find eight (8) copies of Pay Estimate No. 10 and FINAL in the amount of $28,946.83 with supporting documents for the above referenced project for payment. Please execute and return seven (7) copies to be forwarded to MDOT for reimbursement.

Please do not hesitate to call should you have any questions and/or comments.

Sincerely,

John T. Weeks, P.E.
Project Engineer

/rs

Enclosures

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

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

Bond No. 8229-88-36

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

TO OWNER:
(Name and address)

City of Hattiesburg
200 Forrest St.
Hattiesburg, MS

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT DATED:

PROJECT:
(Name and address)

Widening of Hardy Street between U.S. Highway 49 and 21st Avenue, Federal Aid Urban Project No.: HPP-6098-00(007)LPA/105194-801000

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Federal Insurance Company
15 Mountain View Road
Warren, NJ 07059

, SURETY,

on bond of
(Insert name and address of Contractor)

Dunn Roadbuilders, LLC
P. O. Drawer 6560
Laurel, MS 39441-6560

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Hattiesburg
200 Forrest St.
Hattiesburg, MS

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: February 26, 2014
(Insert in writing the month followed by the numeric date and year.)

Federal Insurance Company
(Surety)

Amanda Charfauros
(Signature of authorized representative)

Amanda Charfauros Attorney-in-Fact
(Printed name and title)

Attest:
(Seal): Gail Thomas
Gail Thomas Witness to Surety

Chubb Surety	POWER OF ATTORNEY	Federal Insurance Company Vigilant Insurance Company Pacific Indemnity Company	Attn: Surety Department 15 Mountain View Road Warren, NJ 07059

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Amanda Charfauros and William L. Painter of Ridgeland, Mississippi** ----------

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY,** and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **17th** day of **July, 2013.**

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this **17th** day of **July, 2013** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No 2316685
Commission Expires July 16, 2014

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

> "All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- In- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing extract of the By- Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this February 26, 2014

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com

LPA-001 v 1.1

Revised Apr. 02, 2009

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Contractor's Estimate - Recap Sheet

Vendor Number	V000006735000	Completion Date	04/23/2013
Contract ID	LHPP609800007	Time Units / Days to be Allowed	176.00
In Account With	City of Hattiesburg PO Box 1898, Hattiesburg, MS, 39403		
FMS Contract Number	OG00000797		
Estimate Number	0010 FINAL	Period	11/01/2013 Thru

	Current Period	Previous Estimate
Project County: FORREST (18)		
Project Number: 105194801000 [HPP-6098-00(007)/105194801]		
Total Cost (Participating)	$7,346.83	$1,443,023.58
Total Cost	$7,346.83	$1,443,023.58
Liquidated Damages (Participating)	$21,600.00	$-62,100.00
Project Total	$28,946.83	$1,380,923.58
% Matching Funds Deduction for LPA 42.00000 %	($12,157.66)	($579,987.90)
Total Net Amount Owed to LPA	$16,789.16	$800,935.68
Total Contract Net Work Due	$16,789.16	$800,935.68
Time Units / Days Used	50.00	367.00
Contract % Complete (Dollars)	0.72 %	142.16 %
Contract % Elapsed Time	28.41 %	208.52 %

Quantities Checked
Original Signed
Weeks, John (16-83)

Project Engineer

LPA Official:

Approved:
Chief Engineer by
Original Signed
Jeffrey C. Altman, P.E

LPA Engineer

LPA002 v 1.6
Revised Oct. 10, 2008

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
Contractor's Estimate - Detail Sheet

Vendor Number	V000006735000	Date Let	07/26/2012
Contract ID	LHPP609800007	Award Date	08/07/2012
In Account With	City of Hattiesburg PO Box 1898, Hattiesburg, MS, 39403		
Surety	Default Surety For LPA Contract		
FMS CC Number	OG00000797		
Estimate Number	0010 FINAL	Period	11/01/2013 Thru 12/20/2013

Project Number	105194801000 | HPP-6098-00(007)/105194801 FORREST (18)	Category	Re

	Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price
					Final Adjusted Contract Qty	Current	Allowed-to-Date		
1	0010	202-B005		Removal of Asphalt Pavement, All Depths	475.000	0.000	273.380	SY	9.00
1	0020	202-B030		Removal of Concrete Pavement, All Depths	1,584.000	0.000	1,639.140	SY	9.00
1	0030	202-B057		Removal of Inlets, All Sizes	3.000	0.000	10.000	EA	1,200.00
1	0040	202-B018		Removal of Concrete Driveways, All Depths	135.000	0.000	180.410	SY	10.00
1	0050	202-B035		Removal of Concrete Sidewalk	393.000	0.000	486.120	SY	9.50
1	0060	202-B038		Removal of Curb, All Types	2,509.000	0.000	2,171.330	LF	5.13
1	0070	202-B033		Removal of Concrete Pavement w/ Variable Depth Overlay	20.000	0.000	641.780	SY	75.00
1	0080	202-B106		Removal of Pipe, All Sizes	137.000	0.000	1,096.000	LF	16.00
1	0090	203-G003	E	Excess Excavation, FM, AH	3,179.000	0.000	8,306.400	CY	25.00
1	0100	206-A001	S	Structure Excavation	128.000	0.000	723.020	CY	25.00
1	0110	211-B001	E	Topsoil for Slope Treatment, Contractor Furnished	137.000	0.000	60.000	CY	30.00
1	0120	212-B001		Standard Ground Preparation	1,559.000	0.000	1,559.000	SY	0.25
1	0130	907-213-A001		Agricultural Limestone	3.000	0.000	0.000	TON	215.00
1	0140	213-B001		Combination Fertilizer, 13-13-13	1.000	0.000	0.000	TON	865.00
1	0150	216-A001		Solid Sodding	1,559.000	0.000	1,500.610	SY	4.50
1	0160	219-A001		Watering	32.000	0.000	32.000	KGAL	22.00
1	0170	907-225-A001		Grassing	1.000	0.000	0.000	ACRE	2,500.00
1	0180	234-A001		Temporary Silt Fence	1,000.000	0.000	380.000	LF	1.00
1	0190	907-237-A002		Wattles 12"	500.000	0.000	0.000	LF	5.40
1	0200	907-237-A003		Wattles, 20"	500.000	0.000	740.000	LF	6.50
1	0210	907-304-A005	GY	Granular Material, LVM, Class 9, Group C	279.000	0.000	3,379.140	CY	28.50
1	0220	907-304-F001	GT	Size 825 Crushed Stone Base	1,345.000	0.000	2,688.980	TON	54.00

	Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price
					Final Adjusted Contract Qty	Current	Allowed-to-Date		
1	0230	907-403-M006		Warm Mix Asphalt, MT, 9.5-mm mixture	1,130.000	0.000	1,033.190	TON	117.25
1	0240	907-403-M007		Warm Mix Asphalt, MT, 19-mm mixture	1,111.000	0.000	964.180	TON	92.50
1	0250	907-403-N005		Warm Mix Asphalt, MT, 9.5-mm mixture, Leveling	325.000	0.000	284.920	TON	113.00
1	0260	406-A001		Cold Milling of Bituminous Pavement, All Depths	10,836.000	0.000	4,634.170	SY	2.25
1	0270	907-407-A001	A2	Asphalt for Tack Coat	2,400.000	0.000	1,246.660	GAL	2.75
1	0280	907-601-B003	S	Class "B" Structural Concrete, Minor Structures	18.000	0.000	26.350	CY	1,350.00
1	0290	602-A001	S	Reinforcing Steel	1,685.000	0.000	2,158.290	LBS	2.25
1	0300	603-CA088	S	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	128.000	0.000	233.000	LF	61.15
1	0310	603-CE039	S	22" x 13" Concrete Arch Pipe, Class A III, Flexible Plastic Gaskets	32.000	0.000	32.000	LF	73.00
1	0320	907-603-PE205	S	18" Corrugated Polyethylene Pipe	383.000	0.000	977.000	LF	39.00
1	0330	907-603-PE206	S	24" Corrugated Polyethylene Pipe	20.000	0.000	315.000	LF	52.00
1	0340	604-A001		Castings	632.000	0.000	711.000	LBS	4.50
1	0350	604-B001		Gratings	139.000	0.000	127.000	LBS	6.80
1	0360	608-A001	S	Concrete Sidewalk, Without Reinforcement	706.000	0.000	1,135.040	SY	41.00
1	0370	907-608-E002		Asphalt Pavement Texturing	4,241.000	0.000	4,656.000	SF	4.50
1	0380	609-B001	S	Concrete Curb, Header	150.000	0.000	459.500	LF	15.00
1	0390	609-B002	S	Concrete Curb, Doweled	344.000	0.000	219.000	LF	15.50
1	0400	609-B005	S	Concrete Curb, Special Design Doweled	320.000	0.000	320.000	LF	15.50
1	0410	609-D001	S	Combination Concrete Curb and Gutter Type 1	89.000	0.000	0.000	LF	17.00
1	0420	609-D016	S	Combination Concrete Curb and Gutter Type 3 Modified	1,620.000	0.000	2,234.250	LF	15.00
1	0430	907-611-B001	S	Brick Pavers	715.000	0.000	715.000	SF	11.25
1	0440	613-D010		Adjustment of Manhole Cover and Water Valve	18.000	5.000	19.000	EA	310.00
1	0450	613-D003		Adjustment of Existing Curb Inlet	5.000	0.000	5.000	EA	2,400.00
1	0460	614-A001	S	Concrete Driveway, Without Reinforcement	1,023.000	0.000	1,253.880	SY	56.00
1	0470	616-A002	S	Concrete Median and/or Island Pavement, 6-inch	79.000	0.000	79.000	SY	65.00
1	0490	618-B001		Additional Construction Signs	1.000	0.000	0.000	SF	10.00
1	0500	619-A3001		Temporary Traffic Stripe, Skip White	7,392.000	0.000	3,514.000	LF	0.40
1	0510	619-A2001		Temporary Traffic Stripe, Continuous Yellow	1,940.000	0.000	1,940.000	LF	0.40
1	0520	619-A2001		Temporary Traffic Stripe, Continuous Yellow	7,264.000	0.000	0.000	LF	0.40

	Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price
					Final Adjusted Contract Qty	Current	Allowed-to-Date		
1	0530	619-A5001		Temporary Traffic Stripe, Detail	5,716.000	0.000	180.000	LF	0.65
1	0540	619-A6001		Temporary Traffic Stripe, Legend	2,400.000	0.000	0.000	LF	0.60
1	0550	619-A6002		Temporary Traffic Stripe, Legend	986.000	0.000	0.000	SF	1.40
1	0570	907-626-A004		6" Thermoplastic Traffic Stripe, Skip White	3,696.000	0.000	3,514.000	LF	0.25
1	0580	907-626-C007		6" Thermoplastic Double Drop Edge Stripe, Continuous White	3,096.000	2,703.000	2,703.000	LF	0.55
1	0590	907-626-D004		6" Thermoplastic Traffic Stripe, Skip Yellow	970.000	0.000	944.000	LF	0.25
1	0600	907-626-E003		6" Thermoplastic Traffic Stripe, Continuous Yellow	3,632.000	0.000	3,518.000	LF	0.55
1	0610	907-626-G004		Thermoplastic Detail Stripe, White	2,164.000	0.000	782.000	LF	0.70
1	0620	907-626-G005		Thermoplastic Detail Stripe, Yellow	694.000	0.000	0.000	LF	0.70
1	0630	907-626-H004		Thermoplastic Legend, White	1,200.000	360.000	3,596.000	LF	2.00
1	0640	907-626-H005		Thermoplastic Legend, White	493.000	0.000	476.600	SF	4.10
1	0650	627-K001		Red-Clear Reflective High Performance Raised Markers	111.000	0.000	111.000	EA	4.10
1	0660	627-L001		Two-Way Yellow Reflective High Performance Raised Markers	211.000	0.000	211.000	EA	4.10
1	0670	907-639-A0045		Traffic Signal Equipment Pole, Type Special design, 21' Shaft & 24' Arm	1.000	-1.000	0.000	EA	10,000.00
1	0680	907-639-C002		Pole Foundations, 36" Diameter	2.000	0.000	2.620	CY	1,200.00
1	0690	907-639-D001		Slip Casing, 36" Diameter	10.000	0.000	10.000	LF	10.00
1	0700	907-639-G001		Traffic Signal Equipment Pole Mast Arm Extension	1.000	0.000	1.000	EA	10.00
1	0710	645-A001		Flasher Assembly	2.000	0.000	2.000	EA	4,600.00
1	0730	809-A003	S	Retaining Wall System	1,522.000	0.000	2,531.940	SF	34.50
1	8000	620-B001		Requisite Work Relocate Pull Boxes SA ITEM	1.000	0.000	1.000	LS	15,126.75
1	8010	907-639-A0200		Traffic Signal Equipment Pole, Type Special Design, 21' Shaft & 38' Arm Design, 21' shaft & 38' Arm SA ITEM	1.000	1.000	1.000	EA	11,840.18
1	8020	907-631-A001		Flowable Fill Excavatable SA ITEM	20.000	14.000	14.000	CY	125.00
									Total Roadway Items
									Total Participating Direct Items
									Total Non-Participating Direct Items
Total Direct Items on Contract = 895,111.45									**Total Direct Items**

Dependent Items

Part	Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price
					Contract Qty	Current	Allowed-to-Date		
1	0480	618-A001		Maintenance of Traffic	1.000000	0.0000	1.0000	LS	35,000.00
1	0560	620-A001		Mobilization	1.000000	0.0000	1.0000	LS	73,000.00
1	0720	907-699-A002		Roadway Construction Stakes	1.000000	0.0000	1.0000	LS	12,000.00

Total Participating Dependent Items

Total Non-Participating Dependent Items

Total Dependent Items

Total Project Participating Construction Items

Total Project Non-Participating Construction Items

Total Project Construction Items

Stockpiled Material Adjustments

	Line No	Item Number	Item Description	Adjustment Description

Total Participating Stockpiled Material Adjustments

Total Participating Costs (on LPA001)

Total Non-Participating Costs (on LPA001)

Project: 105194801000 | HPP-6098-00(007)/105194801

Total Costs (on LPA001)

Fuel And Material Adjustments

	Line No	Item Number	Item Description	Adjustment Description	Price Difference

Total Participating Fuel And Material Adjustments

Total Non-Participating Fuel And Material Adjustments

Total Fuel And Material Adjustments

Estimate Level Adjustments (on LPA001)

Description	Remarks
System Application of Liqd. Dam. Adj.	

Total Participating Estimate Level Adjustments (on LPA001)

Total Non-Participating Estimate Level Adjustments (on LPA001)

Total Estimate Level Adjustments (on LPA001)

Total Construction Cost on Contract = 1,015,111.45

Total Contract Net Work Due (on LPA001)

NOTICE OF FINAL SETTLEMENT

NOTICE is hereby given that the contract between the City of Hattiesburg, Mississippi, as Owner and Phoenix Fabricators & Erectors, Inc. dated October 16, 2012 for the Hardy Street Widening from 21st Avenue to 25th Avenue project, as per approved plans and specification on file in the City Clerk's Office, has been fully and completely performed and exercised, and that final settlement thereof and thereunder will be made.

THIS NOTICE is given pursuant to and under the terms and provisions of Section 31-5-53, Mississippi Code of 1972, annotated as amended and pursuant to the authority conferred by Order of the Mayor and City Council of Hattiesburg, Mississippi, appearing for record upon and as part of the official minutes of said City of Hattiesburg.

WITNESS my signature and the official seal of said City, on this the 22nd day of April, 2014, A.D.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
DEPUTY CITY CLERK

(S E A L)

Publish (1) Friday, April 25, 2014
Return PROOF to City Clerk's Office
P O Box 1898
Hattiesburg, MS 39403

NOTICE OF FINAL SETTLEMENT

NOTICE is hereby given that the contract between the City of Hattiesburg, Mississippi, as Owner and Phoenix Fabricators & Erectors, Inc. dated October 16, 2012 for the Hardy Street Widening from 21st Avenue to 25th Avenue project, as per approved plans and specification on file in the City Clerk's Office, has been fully and completely performed and exercised, and that final settlement thereof and thereunder will be made.

THIS NOTICE is given pursuant to and under the terms and provisions of Section 31-5-53, Mississippi Code of 1972, annotated as amended and pursuant to the authority conferred by Order of the Mayor and City Council of Hattiesburg, Mississippi, appearing for record upon and as part of the official minutes of said City of Hattiesburg.

WITNESS my signature and the official seal of said City, on this the 22nd day of April, 2014, A.D.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Connie Everett
DEPUTY CITY CLERK

(S E A L)

Publish (1) Friday, April 25, 2014
Return PROOF to City Clerk's Office
P O Box 1898
Hattiesburg, MS 39403

sdw

Engineering Progress

April 10, 2014

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

Attn: Mayor Johnny L. Dupree

RE: **Hardy Street Widening from 21st Avenue to Highway 49**
HPP-6098-00 (007) LPA/105194-801000

Dear Mayor,

Enclosed please find eight (8) copies of Pay Estimate No. 10 and FINAL in the amount of $28,946.83 with supporting documents for the above referenced project for payment. Please execute and return seven (7) copies to be forwarded to MDOT for reimbursement.

Please do not hesitate to call should you have any questions and/or comments.

Sincerely,

John T. Weeks, P.E.
Project Engineer

/rs

Enclosures

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

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

Bond No. 8229-88-36

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

TO OWNER:
(Name and address)

City of Hattiesburg
200 Forrest St.
Hattiesburg, MS

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT DATED:

PROJECT:
(Name and address)

Widening of Hardy Street between U.S. Highway 49 and 21st Avenue, Federal Aid Urban Project No.: HPP-6098-00(007)LPA/105194-801000

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Federal Insurance Company
15 Mountain View Road
Warren, NJ 07059

, SURETY,

on bond of
(Insert name and address of Contractor)

Dunn Roadbuilders, LLC
P. O. Drawer 6560
Laurel, MS 39441-6560

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Hattiesburg
200 Forrest St.
Hattiesburg, MS

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: February 26, 2014
(Insert in writing the month followed by the numeric date and year.)

Federal Insurance Company
(Surety)

Amanda Charfauros
(Signature of authorized representative)

Amanda Charfauros Attorney-in-Fact
(Printed name and title)

Attest:
(Seal): Gail Thomas Witness to Surety

Chubb Surety	POWER OF ATTORNEY	Federal Insurance Company Vigilant Insurance Company Pacific Indemnity Company	Attn: Surety Department 15 Mountain View Road Warren, NJ 07059

Know All by These Presents, That **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, and **PACIFIC INDEMNITY COMPANY,** a Wisconsin corporation, do each hereby constitute and appoint **Amanda Charfauros and William L. Painter of Ridgeland, Mississippi** ----------

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY,** and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **17th** day of **July, 2013.**

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this **17th** day of **July, 2013** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No 2316685
Commission Expires July 16, 2014

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

> "All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- In- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing extract of the By- Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this February 26, 2014

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com

LPA-001 v 1.1

Revised Apr. 02, 2009

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Contractor's Estimate - Recap Sheet

HPP-6098-00(007)/105194801

Printed: 01/24/2014 04:53 pm

Vendor Number	V000006735000	Completion Date	04/23/2013
Contract ID	LHPP609800007	Time Units / Days to be Allowed	176.00
In Account With	City of Hattiesburg PO Box 1898, Hattiesburg, MS. 39403		
FMS Contract Number	OG00000797		
Estimate Number	0010 FINAL	Period	11/01/2013 Thru

Project County: FORREST (18)	Current Period	Previous Estimate	Total Allowed to Date
Project Number: 105194801000 [HPP-6098-00(007)/105194801]			
Total Cost (Participating)	$7,346.83	$1,443,023.58	$1,450,370.41
Total Cost	$7,346.83	$1,443,023.58	$1,450,370.41
Liquidated Damages (Participating)	$21,600.00	$-62,100.00	$-40,500.00
Project Total	$28,946.83	$1,380,923.58	$1,409,870.41
% Matching Funds Deduction for LPA 42.00000 %	($12,157.66)	($579,987.90)	($592,145.57)
Total Net Amount Owed to LPA	$16,789.16	$800,935.68	$817,724.84
Total Contract Net Work Due	$16,789.16	$800,935.68	$817,724.84
Time Units / Days Used	50.00	367.00	417.00
Contract % Complete (Dollars)	0.72 %	142.16 %	142.88 %
Contract % Elapsed Time	28.41 %	208.52 %	236.93 %

Quantities Checked
Original Signed
Weeks, John (16-83)

Project Engineer

LPA Official:

Approved:
Chief Engineer by
Original Signed
Jeffrey C. Altman, P.E

LPA Engineer

LPA002 v 1.6

Revised Oct. 10, 2008

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Contractor's Estimate - Detail Sheet

HPP-6098-00(007)/105194801

Printed: 01/24/2014

Vendor Number	V000006735000	Date Let	07/26/2012
Contract ID	LHPP609800007	Award Date	08/07/2012
In Account With	City of Hattiesburg PO Box 1898, Hattiesburg, MS, 39403		
Surety	Default Surety For LPA Contract		
FMS CC Number	OG00000797		
Estimate Number	0010 FINAL	Period	11/01/2013 Thru 12/20/2013

Project Number	105194801000 | HPP-6098-00(007)/105194801 FORREST (18)	Category	Roadway

	Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount	
					Final Adjusted Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date
1	0010	202-B005		Removal of Asphalt Pavement, All Depths	475.000	0.000	273.380	SY	9.00	0.00	2,460.42
1	0020	202-B030		Removal of Concrete Pavement, All Depths	1,584.000	0.000	1,639.140	SY	9.00	0.00	14,752.26
1	0030	202-B057		Removal of Inlets, All Sizes	3.000	0.000	10.000	EA	1,200.00	0.00	12,000.00
1	0040	202-B018		Removal of Concrete Driveways, All Depths	135.000	0.000	180.410	SY	10.00	0.00	1,804.10
1	0050	202-B035		Removal of Concrete Sidewalk	393.000	0.000	486.120	SY	9.50	0.00	4,618.15
1	0060	202-B038		Removal of Curb, All Types	2,509.000	0.000	2,171.330	LF	5.13	0.00	11,138.93
1	0070	202-B033		Removal of Concrete Pavement w/ Variable Depth Overlay	20.000	0.000	641.780	SY	75.00	0.00	48,133.50
1	0080	202-B106		Removal of Pipe, All Sizes	137.000	0.000	1,096.000	LF	16.00	0.00	17,536.00
1	0090	203-G003	E	Excess Excavation, FM, AH	3,179.000	0.000	8,306.400	CY	25.00	0.00	207,660.00
1	0100	206-A001	S	Structure Excavation	128.000	0.000	723.020	CY	25.00	0.00	18,075.50
1	0110	211-B001	E	Topsoil for Slope Treatment, Contractor Furnished	137.000	0.000	60.000	CY	30.00	0.00	1,800.00
1	0120	212-B001		Standard Ground Preparation	1,559.000	0.000	1,559.000	SY	0.25	0.00	389.75
1	0130	907-213-A001		Agricultural Limestone	3.000	0.000	0.000	TON	215.00	0.00	0.00
1	0140	213-B001		Combination Fertilizer, 13-13-13	1.000	0.000	0.000	TON	865.00	0.00	0.00
1	0150	216-A001		Solid Sodding	1,559.000	0.000	1,500.610	SY	4.50	0.00	6,752.75
1	0160	219-A001		Watering	32.000	0.000	32.000	KGAL	22.00	0.00	704.00
1	0170	907-225-A001		Grassing	1.000	0.000	0.000	ACRE	2,500.00	0.00	0.00
1	0180	234-A001		Temporary Silt Fence	1,000.000	0.000	380.000	LF	1.00	0.00	380.00
1	0190	907-237-A002		Wattles 12"	500.000	0.000	0.000	LF	5.40	0.00	0.00
1	0200	907-237-A003		Wattles, 20"	500.000	0.000	740.000	LF	6.50	0.00	4,810.00
1	0210	907-304-A005	GY	Granular Material, LVM, Class 9, Group C	279.000	0.000	3,379.140	CY	28.50	0.00	96,305.49
1	0220	907-304-F001	GT	Size 825 Crushed Stone Base	1,345.000	0.000	2,688.980	TON	54.00	0.00	145,204.92

	Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount	
					Final Adjusted Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date
1	0230	907-403-M006		Warm Mix Asphalt, MT, 9.5-mm mixture	1,130.000	0.000	1,033.190	TON	117.25	0.00	121,141.53
1	0240	907-403-M007		Warm Mix Asphalt, MT, 19-mm mixture	1,111.000	0.000	964.180	TON	92.50	0.00	89,186.66
1	0250	907-403-N005		Warm Mix Asphalt, MT, 9.5-mm mixture, Leveling	325.000	0.000	284.920	TON	113.00	0.00	32,195.96
1	0260	406-A001		Cold Milling of Bituminous Pavement, All Depths	10,836.000	0.000	4,634.170	SY	2.25	0.00	10,426.88
1	0270	907-407-A001	A2	Asphalt for Tack Coat	2,400.000	0.000	1,246.660	GAL	2.75	0.00	3,428.32
1	0280	907-601-B003	S	Class "B" Structural Concrete, Minor Structures	18.000	0.000	26.350	CY	1,350.00	0.00	35,572.50
1	0290	602-A001	S	Reinforcing Steel	1,685.000	0.000	2,158.290	LBS	2.25	0.00	4,856.15
1	0300	603-CA088	S	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	128.000	0.000	233.000	LF	61.15	0.00	14,247.95
1	0310	603-CE039	S	22" x 13" Concrete Arch Pipe, Class A III, Flexible Plastic Gaskets	32.000	0.000	32.000	LF	73.00	0.00	2,336.00
1	0320	907-603-PE205	S	18" Corrugated Polyethylene Pipe	383.000	0.000	977.000	LF	39.00	0.00	38,103.00
1	0330	907-603-PE206	S	24" Corrugated Polyethylene Pipe	20.000	0.000	315.000	LF	52.00	0.00	16,380.00
1	0340	604-A001		Castings	632.000	0.000	711.000	LBS	4.50	0.00	3,199.50
1	0350	604-B001		Gratings	139.000	0.000	127.000	LBS	6.80	0.00	863.60
1	0360	608-A001	S	Concrete Sidewalk, Without Reinforcement	706.000	0.000	1,135.040	SY	41.00	0.00	46,536.64
1	0370	907-608-E002		Asphalt Pavement Texturing	4,241.000	0.000	4,656.000	SF	4.50	0.00	20,952.00
1	0380	609-B001	S	Concrete Curb, Header	150.000	0.000	459.500	LF	15.00	0.00	6,892.50
1	0390	609-B002	S	Concrete Curb, Doweled	344.000	0.000	219.000	LF	15.50	0.00	3,394.50
1	0400	609-B005	S	Concrete Curb, Special Design Doweled	320.000	0.000	320.000	LF	15.50	0.00	4,960.00
1	0410	609-D001	S	Combination Concrete Curb and Gutter Type 1	89.000	0.000	0.000	LF	17.00	0.00	0.00
1	0420	609-D016	S	Combination Concrete Curb and Gutter Type 3 Modified	1,620.000	0.000	2,234.250	LF	15.00	0.00	33,513.75
1	0430	907-611-B001	S	Brick Pavers	715.000	0.000	715.000	SF	11.25	0.00	8,043.75
1	0440	613-D010		Adjustment of Manhole Cover and Water Valve	18.000	5.000	19.000	EA	310.00	1,550.00	5,890.00
1	0450	613-D003		Adjustment of Existing Curb Inlet	5.000	0.000	5.000	EA	2,400.00	0.00	12,000.00
1	0460	614-A001	S	Concrete Driveway, Without Reinforcement	1,023.000	0.000	1,253.880	SY	56.00	0.00	70,217.28
1	0470	616-A002	S	Concrete Median and/or Island Pavement, 6-inch	79.000	0.000	79.000	SY	65.00	0.00	5,135.00
1	0490	618-B001		Additional Construction Signs	1.000	0.000	0.000	SF	10.00	0.00	0.00
1	0500	619-A3001		Temporary Traffic Stripe, Skip White	7,392.000	0.000	3,514.000	LF	0.40	0.00	1,405.60
1	0510	619-A2001		Temporary Traffic Stripe, Continuous Yellow	1,940.000	0.000	1,940.000	LF	0.40	0.00	776.00
1	0520	619-A2001		Temporary Traffic Stripe, Continuous Yellow	7,264.000	0.000	0.000	LF	0.40	0.00	0.00

	Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount	
					Final Adjusted Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date
1	0530	619-A5001		Temporary Traffic Stripe, Detail	5,716.000	0.000	180.000	LF	0.65	0.00	117.00
1	0540	619-A6001		Temporary Traffic Stripe, Legend	2,400.000	0.000	0.000	LF	0.60	0.00	0.00
1	0550	619-A6002		Temporary Traffic Stripe, Legend	986.000	0.000	0.000	SF	1.40	0.00	0.00
1	0570	907-626-A004		6" Thermoplastic Traffic Stripe, Skip White	3,696.000	0.000	3,514.000	LF	0.25	0.00	878.50
1	0580	907-626-C007		6" Thermoplastic Double Drop Edge Stripe, Continuous White	3,096.000	2,703.000	2,703.000	LF	0.55	1,486.65	1,486.65
1	0590	907-626-D004		6" Thermoplastic Traffic Stripe, Skip Yellow	970.000	0.000	944.000	LF	0.25	0.00	236.00
1	0600	907-626-E003		6" Thermoplastic Traffic Stripe, Continuous Yellow	3,632.000	0.000	3,518.000	LF	0.55	0.00	1,934.90
1	0610	907-626-G004		Thermoplastic Detail Stripe, White	2,164.000	0.000	782.000	LF	0.70	0.00	547.40
1	0620	907-626-G005		Thermoplastic Detail Stripe, Yellow	694.000	0.000	0.000	LF	0.70	0.00	0.00
1	0630	907-626-H004		Thermoplastic Legend, White	1,200.000	360.000	3,596.000	LF	2.00	720.00	7,192.00
1	0640	907-626-H005		Thermoplastic Legend, White	493.000	0.000	476.600	SF	4.10	0.00	1,954.06
1	0650	627-K001		Red-Clear Reflective High Performance Raised Markers	111.000	0.000	111.000	EA	4.10	0.00	455.10
1	0660	627-L001		Two-Way Yellow Reflective High Performance Raised Markers	211.000	0.000	211.000	EA	4.10	0.00	865.10
1	0670	907-639-A0045		Traffic Signal Equipment Pole, Type Special design, 21' Shaf t & 24' Arm	1.000	-1.000	0.000	EA	10,000.00	-10,000.00	0.00
1	0680	907-639-C002		Pole Foundations, 36" Diameter	2.000	0.000	2.620	CY	1,200.00	0.00	3,144.00
1	0690	907-639-D001		Slip Casing, 36" Diameter	10.000	0.000	10.000	LF	10.00	0.00	100.00
1	0700	907-639-G001		Traffic Signal Equipment Pole Mast Arm Extension	1.000	0.000	1.000	EA	10.00	0.00	10.00
1	0710	645-A001		Flasher Assembly	2.000	0.000	2.000	EA	4,600.00	0.00	9,200.00
1	0730	809-A003	S	Retaining Wall System	1,522.000	0.000	2,531.940	SF	34.50	0.00	87,351.93
1	8000	620-B001		Requisite Work Relocate Pull Boxes SA ITEM	1.000	0.000	1.000	LS	15,126.75	0.00	15,126.75
1	8010	907-639-A0200		Traffic Signal Equipment Pole, Type Special Design, 21' Shaf t & 38' Arm Design, 21' shaft & 38' Arm SA ITEM	1.000	1.000	1.000	EA	11,840.18	11,840.18	11,840.18
1	8020	907-631-A001		Flowable Fill Excavatable SA ITEM	20.000	14.000	14.000	CY	125.00	1,750.00	1,750.00
									Total Roadway Items	**7,346.83**	**1,330,370.41**
									Total Participating Direct Items	**7,346.83**	**1,330,370.41**
									Total Non-Participating Direct Items	**0.00**	**0.00**
Total Direct Items on Contract = 895,111.45									**Total Direct Items**	**7,346.83**	**1,330,370.41**

Dependent Items

Part	Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount	
					Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date
1	0480	618-A001		Maintenance of Traffic	1.000000	0.0000	1.0000	LS	35,000.00	0.00	35,000.00
1	0560	620-A001		Mobilization	1.000000	0.0000	1.0000	LS	73,000.00	0.00	73,000.00
1	0720	907-699-A002		Roadway Construction Stakes	1.000000	0.0000	1.0000	LS	12,000.00	0.00	12,000.00
									Total Participating Dependent Items	**0.00**	**120,000.00**
									Total Non-Participating Dependent Items	**0.00**	**0.00**
									Total Dependent Items	**0.00**	**120,000.00**
									Total Project Participating Construction Items	**7,346.83**	**1,450,370.41**
									Total Project Non-Participating Construction Items	**0.00**	**0.00**
									Total Project Construction Items	**7,346.83**	**1,450,370.41**

Stockpiled Material Adjustments

	Line No	Item Number	Item Description	Adjustment Description	Current	Allowed-to-Date
				Total Participating Stockpiled Material Adjustments	**0.00**	**0.00**
				Total Participating Costs (on LPA001)	**7,346.83**	**1,450,370.41**
				Total Non-Participating Costs (on LPA001)	**0.00**	**0.00**
Project: 105194801000 | HPP-6098-00(007)/105194801				**Total Costs (on LPA001)**	**7,346.83**	**1,450,370.41**

Fuel And Material Adjustments

	Line No	Item Number	Item Description	Adjustment Description	Price Difference	Current	Allowed-to-Date
				Total Participating Fuel And Material Adjustments		**0.00**	**0.00**
				Total Non-Participating Fuel And Material Adjustments		**0.00**	**0.00**
				Total Fuel And Material Adjustments		**0.00**	**0.00**

Estimate Level Adjustments (on LPA001)

Description	Remarks	Current	Allowed-to-Date
System Application of Liqd. Dam. Adj.		21,600.00	-40,500.00
	Total Participating Estimate Level Adjustments (on LPA001)	**21,600.00**	**-40,500.00**
	Total Non-Participating Estimate Level Adjustments (on LPA001)	**0.00**	**0.00**
	Total Estimate Level Adjustments (on LPA001)	**21,600.00**	**-40,500.00**
Total Construction Cost on Contract = 1,015,111.45	**Total Contract Net Work Due (on LPA001)**	**28,946.83**	**1,409,870.41**

City of Hattiesburg, MS

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

Master

File Number: 2014-1049

File ID:	2014-1049	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/15/2014
Brief Title:	Authorize Mayor to Extend the Lease Agreement between the City of Hattiesburg and Daytona Harley Davidson for the lease of twelve motorcycles for the Hattiesburg Police Department for One Year			**Final Action:**	
				Minute Book Number:	MB2014-119

Title:

Authorize Mayor to Extend the Lease Agreement between the City of Hattiesburg and Daytona Harley Davidson for the lease of twelve motorcycles for the Hattiesburg Police Department for One Year, originally approved on Minute Book #2013-152, commencing on April 1, 2014 and ending on March 31, 2015.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	04-22-Harley Lease Extension	**Enactment Number:**	
Contact:		**Meeting Date:**	04/22/2004
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014					

Text of Legislative File 2014-1049

Title

Authorize Mayor to Extend the Lease Agreement between the City of Hattiesburg and Daytona Harley Davidson for the lease of twelve motorcycles for the Hattiesburg Police Department for One Year, originally approved on Minute Book #2013-152, commencing on April 1, 2014 and ending on March 31, 2015.

Summary

Authorize Mayor to Extend the Lease Agreement between the City of Hattiesburg and Daytona Harley Davidson for the lease of twelve motorcycles for the Hattiesburg Police

Department for One Year

MOTORCYCLE LEASE AGREEMENT

This Motorcycle Lease Agreement (the "Lease") is made this 26th day of March, 2014 by and between Bruce Rossmeyer's Daytona Harley-Davidson, 1637 North US HWY 1, Ormond Beach, FL 32174, ("Dealer" or "Lessor") and The City of Hattiesburg Police Department, (the "Department" or "Lessee"), whose address is #1 Government Plaza, Hattiesburg, Mississippi 39401 for the lease of police motorcycles (hereinafter referred to as "the vehicles") as described in Exhibit "A" attached hereto, for use by the Department's authorized employees in the performance of police-related or law-enforcement duties. The terms and conditions of the Lease are as follows:

1. **Term**: The term of this Lease shall be twelve (12) months commencing on April 1, 2014 and ending on March 31, 2015. Lessee shall have the right to extend or renew the term of this Lease for one year provided that Lessor agrees upon the same terms and conditions as provided in the Lease. In the event Lessee elects to exercise its option to renew the terms of this Lease then Lessee shall provide Lessor with written notice of its election. Such written notice must be submitted to the Lessor within 90 days of the end of the lease.

2. **Payment**: Lessee shall make monthly lease payments to Lessor in the amount of **$325.00** for each vehicle commencing April 1, 2014. In the event Lessee is subject to budgetary constraints, an alternative payment plan for the lease (i.e. a lump-sum payment) can be arranged with Lessor.

3. **Miscellaneous Fees**: Lessee agrees to pay for all official fees in connection with the certificate of title, registration and license fees and any applicable taxes for each of the leased vehicles. Any cost associated with the installation of a police package, or any additional equipment purchased by the department for the vehicles will be the responsibility of the Lessee.

4. **Delivery and Return**: The Lessor shall deliver to Lessee the vehicles ready for service to the Hattiesburg Police Department, #1 Government Plaza, Hattiesburg, Mississippi. At the end of the lease the Lessor shall pick up the vehicles at the same location.

5. **Maintenance, Repairs and Operating Expenses**: Lessee is responsible for and agrees to pay for all maintenance and repairs to keep the vehicles in good working order and condition and other expenses associated with operating the vehicles that are not covered by warranty. Lessee agrees to service the vehicles by a certified technician according to the manufacturer's recommendations as outlined in the owner's manual for the vehicles and as requested by the manufacturer in any recall campaign. Lessee's use or repair of the vehicles must not invalidate any warranty. In addition to required maintenance the vehicles when returned to Lessor shall have only normal wear. Any damage by misuse, neglect, or damage from accidents will be the responsibility of the Lessee.

6. **Use and Subleasing**: Lessee agrees that the vehicles (a) will be operated only by authorized licensed drivers employed by Lessee as law-enforcement officers; (b) will be kept free of all fines, liens and encumbrances; (c) will not be used illegally, improperly, for hire, or contrary to the manufacturer's recommendations; and (d) will not be altered, marked or have equipment installed on them without Lessor's consent. Police emergency equipment and markings are acceptable.

7. **Insurance**: During the term of the Lease Lessee must maintain public liability and physical damage insurance on the vehicles that covers both Lessee and Lessor. Lessee agrees that the Department's own liability and personal injury protection insurance will provide primary insurance coverage up to its full policy limits. Lessor must be named as "additional insured" and "loss payee" on Department's insurance policy. Lessee will provide Lessor will evidence of this insurance. Lessee's insurance policy must provide that Lessor will be notified in writing at least 10 days before the insurance is cancelled or coverage altered and that Lessor, or its representatives, may have full access to any claim file in the event of an insurable loss. In the event of a total loss or destruction of vehicles, Lessee's maximum exposure shall be the Dealer's cost of the vehicle as shown on its books/records.

Lessor or Dealer shall provide the Lessee or Department with evidence of insurance as follows: Workers Compensation, General Liability, Automobile Liability, and Errors and Omissions (Professional) Liability.

Lessors or Dealers insurance shall apply only when the vehicles are in Dealer's care, custody or control.

8. **Notice of Accidents and Cooperation**: Lessee agrees to cooperate fully with Lessor and any insurance company in the investigation and defense of any and all claims arising from their possession and use of the vehicles. Lessee will make a complete report to Lessor within 48 hours after any accident, theft or loss involving the vehicles.

9. **Indemnification**: Lessee agrees to indemnify and hold Lessor, its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorneys fees, arising out of the use of the vehicles while in the care, custody or control of the Lessee.

10. **Limitation of Liability**: Lessor shall not be liable for any indirect or consequential damages or inconvenience (except for those relating to personal injury) which may result to Lessor from any damages to, or defect in, the vehicles for the time needed to repair or service the vehicles. Monthly lease payments shall continue and not be reduced or delayed during this time. Lessor makes no express warranties covering the vehicles. In particular, Lessor makes no express warranties of vehicle condition, merchantability, durability or fitness for a particular purpose of use covering the vehicle, and Lessor expressly disclaims any such express warranties.

11. **Return of the Vehicles**: At the end of the Lease, the Department must return the vehicles to Lessor in good condition, without damage, excessive wear or use and with all the original equipment installed by the manufacturer.

- Vendor will not be responsible for accident or training damage
- Tank, fenders, and saddlebags will be free of dents
- Chrome edges of floor boards shall not be completely worn down
- Clutch and brake levers shall not be bent
- Windshields shall be free of scratches and distortion
- Tires must have a minimum of 4/32 tread depth

DAYTONA HARLEY DAVIDSON

By: _____
Barry Kuhnly, Manager
Police/Fleet Sales & Leasing

Date: 3/26/14

THE CITY OF HATTIESBURG, MS

By: _____
Signature

Title: _____

_____

EXHIBIT "A"

February 21, 2013

Lessee's Name: The City of Hattiesburg Police Department

Model Year: 2013

Model Description: FLHP Road King, solid black with anti-lock brakes

Number of Units: 12

Vehicle Identification Number:

1. 1HD1FHM10DB666191
2. 1HD1FHM18DB666844
3. 1HD1FHM12DB666953
4. 1HD1FHM16DB667717
5. 1HD1FHM18DB669078
6. 1HD1FHM18DB668870
7. 1HD1FHM19DB672491
8. 1HD1FHM10DB672802
9. 1HD1FHM15DB675775
10. 1HD1FHM12DB673952
11. 1HD1FHM13DB676598
12. 1HD1FHM13DB674673

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9. 1HD1FHM15DB675775
10. 1HD1FHM12DB673952
11. 1HD1FHM13DB676598
12. 1HD1FHM13DB674673

City of Hattiesburg, MS

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

Master

File Number: 2014-1047

File ID:	2014-1047	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/14/2014
Brief Title:	Stop Violence Against Women Grant Application			**Final Action:**	
				Minute Book Number:	MB2014-119

Title:
Authorize execution and submission of 2014 MS Recovery Stop Violence Against Women Program grant application (nunc pro tunc).

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Stop Violence Against Women Grant Application	**Enactment Number:**	
Contact:		**Meeting Date:**	04/22/2014
Drafter:	Tammy Leggett	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014					

Text of Legislative File 2014-1047

Title
Authorize execution and submission of 2014 MS Recovery Stop Violence Against Women Program grant application (nunc pro tunc).

Summary
Authorize submission of MS Dept. of Public Safety Violence Against Women Act (VAWA) Grant for 2014-15. (nunc pro tunc)

Office of Justice Programs

STOP VIOLENCE AGAINST WOMEN SUBGRANT APPLICATION PACKAGE

Mississippi Department of Public Safety
Division of Public Safety Planning
1025 Northpark Drive
Ridgeland, Mississippi 39157
(601) 977-3700

Revised 2/6/12 (DPSP/OJP)

Department of Public Safety Planning
Office of Justice Programs
Application Checklist

This checklist is provided to assist you in preparing and compiling your application for Division of Public Safety Planning funding. Complete the checklist and **submit** with your application.

Please check if included

- ❑ **Subgrant Application Summary Form**
- ❑ **Statement of the Problem (DPSP Form 1)**
- ❑ **Objectives and Projected Impact (DPSP Form 2)**
- ❑ **Implementation Plan/Project Time-line (DPSP Form 3)**
- ❑ **Sustainability Plan (DPSP Form 4)**
- ❑ **Budget Summary (DPSP Form 5)**
- ❑ **Budget Narrative (DPSP Form 6 and 6a)**
- ❑ **Evaluation Plan (DPSP Form 7)**
- ❑ **Non-Supplant Certification (DPSP Form 8)**
- ❑ **Equal Employment Opportunity Plan Certification (DPSP Form 9)**
- ❑ **Statement of Special Conditions**
- ❑ **Original and one copy of the application package**
- ❑ **Funding Sources for Victim Services Programs**

Morgan Bolton 601-544-7906

Project Director **Telephone #**

Email

STATE OF MISSISSIPPI

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF JUSTICE PROGRAMS

DPSP use
Grant No.:

SUBGRANT APPLICATION SUMMARY

1. Applicant or Agency Applying Name, Address, Zip, email and Telephone)	2. Project Director (Name, Address, Zip, email and Telephone)	3. Financial Officer (Name, Title, Address, Zip, email and Telephone)
Hattiesburg Police Department Victim Services #1 Government Plaza Hattiesburg, MS 39401 (601)544-7900	Chief Frazier Bolton #1 Government Plaza Hattiesburg, MS 39401 (601)544-7900	Lisa Hanson P.O. Box 1898 Hattiesburg, MS 39401 (601)554-1034

DUNS Number:	SAM Registration Status: ____ Inactive or ____ Active: SAM Expiration Date: _____ (Please attach most recent copy)
. Project Title: X Victim Services ____Law Enforcement ____ Prosecution ____ Courts ____ Other	5. Active Project/Grant Number: 12SL2152 Continuation Projects
. Type of Application: _____Initial _____2nd yr. or _4th_ Yr. Funding	7. Project Duration: 12 Months or ___ Months Start date: July 1, 2014 End Date: June 30, 2015

Brief Project Summary (required) :

The funding of a VAWA Victim Advocate to focus exclusively on female victims of violent crime.

). Budget Category	Requested = (Federal + Match)	Approved by DPSP
a. Personnel	$23,748	
b. Fringe Benefits	$8,046.58	
c. Equipment		
d. Construction		
e. Travel		
f. Operating Expenses	$500	
g. Contractual Services		
h. Miscellaneous	$1800	
otal Project Budget	$34,094.58	

. Source of Funds	Federal	%	State/Local Match	%	Total	%
Requested Budget	$25,548	75	$8,546.58	25	$34,094.58	100

Number of pages in this application		

Chief Administrative Officer (Signature and Date)

Johnny L. Dupree, Ph.D.

Chief Administrative Officer (Type or Print)

Mayor, City of Hattiesburg

(Title)

Project Director (Signature and Date)

State of Mississippi

DEPARTMENT OF PUBLIC SAFETY

DIVISION OF PUBLIC SAFETY PLANNING

Office of Justice Programs

INSTRUCTIONS FOR COMPLETING SUBGRANT APPLICATION SUMMARY

1. Enter the name, address, zip, email and telephone number of the Agency or unit of Government that will administer the project.

2. Enter the name, title, address, zip and telephone number of the person who will be charged with the responsibility of implementing and operating the project.

3. Enter the name, title, address, zip and telephone number of the person who will be responsible for financial matters relating to the project, such as accounting and financial reports, and who will be authorized to sign request for reimbursements of expenditures.

4. Enter or select the project title type. More than one can be selected.

5. For current active/continuation projects: Identify current award grant number.

6. Indicate whether funding is requested for a new (initial) project, or continuation of a currently funded project. If a continuation project, indicate the number of years funded.

7. Enter the desired project duration in months. (12 month contract period)

8. Develop a brief summary of the project. Explain the project operation and how objectives will be accomplished.

9. Enter total funds proposed (federal and Match) to be spent on the project in the eight (8) major budget categories brought forward from DPSP Form 3 Budget Summary.

10. Enter the appropriate match ratio in both dollar amount and percentage.

11. Enter the total number of pages in application.

NOTE: The application must be signed by a person duly authorized to enter into a contract, or contractually obligate funds on behalf of the agency or unit of government of the subgrantee: The head of the implementing agency and/or the financial officer. The application should be dated when signed in **BLUE** ink and the appropriate title of the signatory should be in the space provided.

PROJECT PLAN ABSTACT AND SUPPORTING DATA
(Problem Statement: DPSP Form 1)

PART I. **STATEMENT OF THE PROBLEM:** Describe the problems facing the agency and the need for assistance under this program. **Identify the most important needs of the agency**
(Limit 1 page)

INSTRUCTIONS FOR COMPLETING PROJECT ABSTRACT: PART I

(PROBLEM STATEMENT: Form 1)

State in clear and concise terms the problem(s) which the project shall provide a needed solution. Provide as much as possible, quantified background data to support the degree of intensity of the problem. That is, provide crime statistics, population figures, caseloads, etc., when applicable, along with other relevant data which would indicate the problem. (Cite the sources of the data and the date of the data reported.)

BEGIN ON REVERSE AND ADD AS MANY CONTINUATION PAGES AS NECESSARY.

Problem Statement (DPSP Form 1)

STATEMENT OF THE PROBLEM

Over the past three years, the Hattiesburg Police Department's Victim Services has been fortunate enough to receive funds from the STOP Violence Against Women Subgrant. These funds have been used to fund the position of a VAWA Victim Advocate whose sole focus is female victims of violent crime. We feel that because of this use of concentrated services, we have seen significant decreases in the numbers of violent crimes experienced by women within the city of Hattiesburg. In 2011, women were identified as the victim in 24 cases of sexual assault, 630 cases of domestic violence, and 28 cases of stalking. In 2012, women were identified as the victim in 20 cases of sexual assault, 418 cases of domestic violence, and 16 cases of stalking—a welcome decrease from the previous year. In 2013, our statistics saw a decrease in domestic violence (355) and stalking (6), and only a slight increase in sexual assault (29).

While this decrease in female victimization is indeed cause to celebrate, the hard truth is that this achievement is only a minor goal in the ultimate battle of combating violent acts against women within our community. Despite our efforts and attempts to address certain issues, we are still seeing a significant increase in domestic violence and sexual assault amongst several demographical populations. As in years previous, we are still seeing increasing victimization against African-American females between the ages of 18-24 and Hispanic females. A concentrated effort has been made to advocate and educate these two populations, but much more work is needed.

We still have a significant population of young women growing up in environments

where violence against women is seen almost as a cultural norm. These young women are often being brought up in homes without a father present and witnessing violent behavior against their mothers and other female authority figures by a series of male significant others. These young women often see their brothers, uncles, and other male family members act abusively in their relationships with women as well. This leads to a generation of females who see violence in a relationship as a normal, everyday occurrence. Add that to the lack of a significant father figure in their lives and these women are ripe to be easily manipulated into abusive relationships with violent men. This had led our advocates to an understanding that not only must we help to seek justice for our victims, but we must also provide them with education about loving, supportive, respectful relationships through informative booklets and referrals to such services as safe housing and counseling.

OBJECTIVES AND PROJECT IMPACT: Part II

(Project Plan: DPSP Form 2)

PART II. OBJECTIVES AND PROJECTED IMPACT:

INSTRUCTIONS FOR COMPLETING PROJECT PLAN: PART II
(DPSP Form 2)

A. OBJECTIVES

State clearly and concisely the measurable objectives of the project. IN other words, this section should describe precisely what the project will achieve and/or demonstrate. The objectives should be **directly** related to the **Statement of the Problem (A-2a)** so that the project can be evaluated in terms of its ability to resolve the problem identified. The activities called for in Section A-2c must be designed to achieve and document the achievement of the objectives in this section.

A measurable objective defines:

1. What CHANGE will take place?
2. What GROUP will be affected?
3. What LEVEL or DEGREE of change will occur?

Example No. 1: Three entry level local police officers will receive 240 hours of basic law enforcement training within (10) months of their employment.

CHANGE: Three police officers will receive basic training.
GROUP: Three entry level local police officers.
LEVEL of CHANGE: 240 hours of training within ten (10) months of employment

Example No. 2: Twelve(12) months after project Implementation in the community, there will be at least a 20% reduction in juvenile court referrals among persons (male and female) under the age of 17. Juvenile Court referrals for the last six (6) months of the project will be compared with the same data from the same period for the previous year.

B. PROJECTED IMPACT

The applicant should specify the "Projected Impact" of the project on the criminal justice system by indicating whether the project primarily addresses:

System Change: Improvement or upgrading of some aspect of the criminal justice system.

Relevance of Results: Benefits to be received by the criminal justice system, the community and the offender.

Cost of Reduction: Activities providing for reduction of cost of apprehension, courts, incarceration, supervision, etc.

Offender Change: Changes in the personal or social adjustment, job status, or behavior of the offender.

BEGIN ON REVERSE AND ADD AS MANY CONTINUATION PAGES AS NECESSARY

Project Plan (DPSP Form 2)

GOALS

For the grant period of July 1, 2014 through June 30, 2015, the Hattiesburg Police Department's Victim Services has developed several goals. As in previous years, we are still committed to providing exemplary services to all women indentified as victims of violent crime within our jurisdiction, as well as providing training for our officers and any other organization that may wish to engage our services. Reducing the frequency of incidents of violent crimes against women is always a goal for our unit, and we hope to see a continued decrease in our statistics as we have experienced for the past three years. In the past few years, education and awareness has become an increasing focus to the Hattiesburg Police Department's Victim Services as we feel accurate information on violence against women is greatly needed within our community, especially within certain populations that have become acclimated to violence and mistakenly see it as perfectly normal.

OBJECTIVES

1. Ensure the proper notification of all female victims of domestic abuse and other violence against women that fall within the jurisdiction of the Hattiesburg Police Department.
2. To advocate on behalf of female victims of domestic abuse and other violent acts against women.
3. Provide court personnel with accurate and up to date domestic criminal histories of all defendants in domestic cases before the court.
4. Assist all victims eligible for victim compensation throughout the application process.
5. Attend the court proceedings of domestic violence cases and other cases of violence against women when these cases fall into the jurisdiction of Hattiesburg Municipal Court in order to advocate for the victim and to enlighten the court of the circumstances surrounding the case.
6. Provide training classes on domestic abuse, sexual assault, and other violence against women when applicable. Such instances may include classes during training for court personnel, or military personnel out of Camp Shelby.
7. Provide educational lectures and literature regarding domestic violence, sexual assault, and other violence against women to schools, neighborhood association, and churches, paying particular attention to areas in the city with a high concentration of domestic abuse crimes and other crimes involving violence against women.
8. To work closely with organizations within the community that provide services to victims in order to target domestic violence, sexual assault, or other violence against women.
9. To be available to the police officers of Hattiesburg Police Department for around the clock victim support.

10. To promote community awareness of domestic violence issue through participation in local, statewide, and national awareness initiatives such as National Crime Victim's Rights Week, Stepping Out Against Violence, and Domestic Violence Awareness Month.
11. To provide victims with appropriate referrals to medical, psychological, educational, legal, and housing services within our community through our close work with such organizations as the Domestic Abuse Family Shelter, Inc., the Schafer Center for Crisis Intervention, Legal Services, and the University of Southern Mississippi's Counseling Services.

PROJECTED IMPACT

As a unit within a law enforcement agency, the Hattiesburg Police Department's Victim Services is generally expected to serve women who are identified as victims within our jurisdiction. Although we do this on a daily basis, we also feel that it is our duty to serve the community at large by actively helping to prevent violence against women within our city. We aim to achieve this goal through the hosting of events throughout the year to promote education and awareness on violence against women, as well as providing educational information on a daily basis to the individual victims with whom we come in contact.

Although these educated estimates often fall short of the actual reality of the situation, it is projected—through the use of data from previous years—that at least 400 individuals will become victims of a violent crime within the jurisdiction of the Hattiesburg Police Department. This can include domestic violence, sexual assault, stalking, and homicide. This number does not include the number of women who will be the victims of multiple offenses and women who we may refer to service organizations in the community such as the Domestic Abuse Family Shelter and the Shafer Center for Crisis Intervention.

Hattiesburg Police Department's Victim Services sees the problem of violence against women as one in need of a multifaceted solution. To achieve this goal, we quite frequently utilize the amazing service agencies within the city of Hattiesburg. By maintaining a working relationship with such organizations as the Domestic Abuse Family Shelter, Inc., the Schafer Center for Crisis Intervention, Legal Services, and the University of Southern Mississippi's

Counseling Services, the Victim Services Unit will be able to provide more than advocacy throughout the judicial process—we will be capable of getting our victims essential recuperative services such as psychological counseling, temporary transitional housing, and legal and financial counseling. This method allows us to go beyond the victim's immediate need and provide them with what we feel are the necessary tools of recovery.

TARGET POPULATION

Although our target population naturally includes any female victims of domestic abuse, sexual assault, or any other violent act, there are some demographics that demonstrate a need for a more targeted effort. Females between the ages of 18 and 52 have demonstrated themselves to be particularly vulnerable to incidents of domestic violence, sexual assault, and other violent acts and as such, will need to be a focal point in our efforts. Statistics have also shown that young African-American females in our community are at a greater risk for victimization and have demonstrated a disturbing trend of transforming from victim to perpetrator in domestic situations. Another demographic in need of specific attention is that of the local Hispanic community, which has experienced a sharp increase in incidents of domestic violence, sexual assault, and other violent acts—incidents of a decidedly volatile nature. It must also be a continued effort of Victim Services to target the population of two geographic regions in the city—known to the Hattiesburg Police Department as Beat 4 and Beat 5—that have demonstrated an unusually high occurrence of incidents of domestic violence.

IMPLEMENTATION PLAN: Part III
(DPSP Form 3)

PART III. IMPLEMENTATION (PROJECT TIME-LINE):

INSTRUCTIONS FOR COMPLETING IMPEMENTATION PLAN: PART III

(DPSP Form 3)

A. Describe in narrative form the activities which will be performed during the project period.

B. List the tasks or various individual activities which will be performed in the order in which they will occur and indicate the month in which it is anticipated the task will begin and the month in which it will be completed.

Example:

1. Hire project staff (first and second months).
2. Train project staff (second month - 3 weeks of training).
3. Develop operating procedures (middle of second month - first of third month).
4. Perform designated tasks (third month - twelfth month).

C. Prepare a Bar Task Timetable.

Example:

TASK TO BE PERFORMED	MONTHS IN PROJECT PERIOD
	01 02 03 04 05 06 07 08 09 10 11 12
1. Hire Project Staff	----------
2. Train Project Staff (3 weeks)	————————
3. Develop Operating Procedures	————————————
4. Perform Designated Tasks	————————————

D. Attach a current resume for each person employed in the conduct of grant activities.

E. Attach a job description of proposed positions.

F. Include an organizational chart associated with the project.

Implementation (DPSP Form 3)

ACTIVITIES AND TASKS

Currently the victim advocates of the Victim Services Unit of the Hattiesburg Police Department is contacted when a major crime involving victims occurs. Sometimes the victim advocate is not notified of the incident until after the fact if the commanding officer feels that the situation does not warrant their immediate involvement, however, the victim's contact information is always taken and passed along to one of the advocates. Each advocate rotates being on-call (every other week) and this individuals is available to the police 24 hours a day for the entire on-call week.

Victim advocates within the Victim Services Unit are required to attend six court sessions a week: Monday afternoon In Jail First Appearance Sessions at 1 p.m., Tuesday First Appearance Sessions at 8:30 a.m. and 1:30 p.m., Wednesday Trial Sessions at 8:30 a.m. and 1:30 p.m., and Friday afternoon In Jail First Appearance Sessions at 1 p.m. For each of these court sessions, the victim advocates are expected to review the case work for each of the cases on their docket and provide the court with a detailed criminal history of the defendant in regard to related offenses (i.e. prior cases of domestic abuse, domestic disturbances, domestic simple assaults, harassing/threatening phone calls, stalking, etc.). On trial dates, the victim advocates make contact with their victim when they arrive to explain the process of the trial, to obtain information regarding the defendant and the situation that has led them to court, and to make the victim feel as much at ease as possible. During the trial, the victim advocate stands before the judge with the victim, helping them to tell their story and making recommendations of dispositions.

During out of court hours, the victim advocates are busy with a variety of other duties. Victim advocates are responsible for sorting through police reports to find the cases that fall under their prevue and to make contact with these victims through victim letters. Victim advocates are also responsible for maintaining monthly records reflecting the totals on the types of victims that they have served throughout the month (i.e. A running tally of how many victims of domestic violence, domestic simple assault, rape, vandalism, etc. that they deal with during that specific month.). Victim advocates conduct telephone or letter follow-ups with their victims and actively participate in community activities geared toward public awareness of related issues such as Crime Victims' Rights Week and Domestic Violence Awareness Month activities. Victim advocates are also responsible for providing educational training to law enforcement officers, local schools, neighborhood associations, churches, and military personnel on an as needed basis.

IMPLEMENTATION OF ACTIVITIES/TASKS

The implementation of the following activities/tasks to be carried out by the victim advocates reflected the time span of July 1, 2014 through June 30, 2015:

A. Advocate for victims of violent acts against women throughout the court process (1st through 12th month).
B. Provide essential restorative services and appropriate recommendation of outside services to victims of violent acts against women (1st through 12th month).
C. Work with local organizations who seek to help victims of violent acts against women to provide a multifaceted approach to victim advocacy (1st through 12th month).
D. Providing educational training to local schools, neighborhood associations, and churches (as needed).
E. Providing educational training to military personnel (as needed).

F. Participate in and coordinate local awareness campaigns and community-wide events (3rd, 5th, and 9th months).

Task to be Performed:	**Months in Project Period**											
	01	02	03	04	05	06	07	08	09	10	11	12
1. Activity/Task A	x	x	x	x	x	x	x	x	x	x	x	x
2. Activity/Task B	x	x	x	x	x	x	x	x	x	x	x	x
3. Activity/Task C	x	x	x	x	x	x	x	x	x	x	x	x
4. Activity/Task D					as needed							
5. Activity/Task E					as needed							
6. Activity/Task F			x		x				x			

COLLECTION OF DATA

Data is to be collected by the victim advocate on a monthly basis regarding the types of victimization committed each month and the outcome of court cases for each specific month. This data is arranged in a monthly report chart by the victim advocate and submitted to the project manager for review. Victim advocates are also told to keep personal logs of their interactions within victims through phone consultations, office visits, call-outs, and letter correspondence. Call-out reports are submitted by the victim advocate to their immediate supervisor (the Division Manager of Technical Services) the day after the call-out. Personal logs are consulted by the victim advocate's immediate supervisor on an as-needed basis.

INSTRUCTIONS FOR COMPETING SUSTAINABILITY PLAN: Part IV
(DPSP Form 4)

Provide a plan describing commitment and capacity to continue the project if federal funding through the Division of Public Safety Planning were no longer available.

The plan will be evaluated on whether it's proposes feasible strategies to preserve project activities long-term.

Please note that continuation or supplemental funding is not guaranteed and subgrantees are always encouraged to seek additional means of support to sustain their current projects.

SUSTAINABILITY PLAN: Part IV
(DPSP Form 4)

PART IV. SUSTAINABILITY PLAN:

Sustainability Plan (DPSP Form 4)

If the Violence Against Women Act Subgrant were unavailable, the Victim Service Unit of the Hattiesburg Police Department would continue exactly as described, however, some elements of the projected budget that are seen as ideal, but expendable due to the budgetary constraints of the City of Hattiesburg would most likely be eliminated. These elements would include continued education for our victim advocates through conference attendance, equipment to be used in victim interviews and with the Victim Intervention Program, contractual expenses for software designed to enable the victim advocates to maintain better records of the clients they serve, and miscellaneous funds for conducting community awareness events such as Domestic Violence Awareness Month and Crime Victims' Rights Week. Funding would be available through the Hattiesburg Police Department.

STATE OF MISSISSIPPI

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

DPSP

Grant No.:

BUDGET SUMMARY: Part V

›GET CATEGORY		REQUESTED BUDGET Federal & Match	DPSP USE ONLY APPROVED BUDGET
›ERSONNEL: Salaries and Wages		$23,748	
2. Social Security Match		$1,452.64	
⁻. Retirement Match		$2,278.94	
Other	Health Insurance and Workers' Comp Match	$4,315	
	TOTAL PERSONNEL	$31,794.58	
IPMENT:			
	TOTAL EQUIPMENT		
NSTRUCTION: New			
novation			
ıer (Specify)			
	TOTAL CONSTRUCTION		
EL:			
ɔage			
ɔmmercial Carrier			
eals			
ging			
ther (Specify)			
	TOTAL TRAVEL		
ATING EXPENSES:		$250	
pplies			
ntal			
ing and Reproduction		$250	
mmunications (Telephone, Postage)			
⁻r – (Specify):			
	TOTAL OPERATIONAL EXPENSES	$500	
RACTUAL SERVICES: ·tracts With Individuals			
acts With Organizations.			
	TOTAL CONTRACTUAL SERVICES		
⁻LLANEOUS: ns			
ıg Materials			
er; (Specify)	Informational/Educational Booklets for Victims of Crime	$1800	
	TOTAL MISCELLANEOUS	$1800	
. PROJECT BUDGET		$34,094.58	

SUMMARY FUNDING DATA

	Federal	%	State/Local	%	Total	%
)UESTED BUDGET	$25,549	75	$8,546.58	25	$34,094.58	100
ROVED BUDGET						

ɛpared by Ashton R. Thompson – Victim Advocate

INSTRUCTIONS FOR COMPLETING BUDGET SUMMARY: PART V
(DPSP FORM 5)

GENERAL

The budget summary should be completed for each of the eight major budget categories (and their subcategories) for which funding is requested. These figures are to be derived from the detailed information in the Budget Narrative. For each category or subcategory listed, show total requested funds, rounded to the nearest dollar, in the column headed "Requested Budget". Enter category totals and Total Project Budget in the spaces provided.

SUMMARY FUNDING DATA SECTION

In the horizontal row labeled "Requested Budget", provide the following:

a. **Federal** - Enter the total federal funds requested and the percentage of the total project which will be funded with Federal monies.

b. **State or Local Cash Match** - Enter the total cash match and the percentage of the total project which will be provided by the applicant.

See DPSP guidelines or your Grants Management Specialist for the exact federal/state/local ratios required.

SHADED AREAS ARE FOR DPSP USE ONLY.

BUDGET NARRATIVE: Part VI

PART VI: BUDGET NARRATIVE:

INSTRUCTIONS FOR COMPLETING BUDGET NARRATIVE: Part VI

(DPSP Form 6)

GENERAL

The purpose of this form is to provide *full explanation, and justification* for all items budgeted to support project activities. After using DPSP Form A-4-b, add as many 81/2" x 11" continuation pages as necessary. Show Computations for totals, including all other information needed to derive at the total. *Provide the information required below in the order and format shown.* Transfer totals to Budget Summary.

A. **PERSONNEL:**

Name of Employee	Title	% of Time Devoted to Project	Date Hired	Salary Rate	Soc. Sec. Match & Medicare	Retirement Match	Other Fringe Benefits
Xxxxxxx	xxxx	xxxxxxxx	xxxxx	xxxxx	xxxxxxx	xxxx	xxxxx
Example:							
Joe Smith	Director	100%	01/01/XX	$40,000 (annual)	7.65%	11.85%	Health Insurance $250 monthly

	Total Salaries & Wages	$_____
+	Total Soc. Sec. Match	$_____
+	Total Retirement Match	$_____
+	Total Other	$_____
=	Total Personnel	$_____

Note: Specify other fringe benefits in detail not as one group. (Health insurance, life insurance, workman's Comp, Unemployment etc.) Justify each category as it relates to project activities in the Project Plan. If the employees are not to be hired specifically for this project, but will be transferred from other duties, explain how the resulting vacancies will be filled.

B. **EQUIPMENT:** (List each non-expendable item to be purchased as show below).

Item	Quantity	Unit Price	Total Price	=	Total Equipment $ _____
XXXX	XXXX	XXXX	XXXX		

Example: Total Equipment Cost: $ 2,100

Desk Computer	2	@	$ 950 each	$ 1,900
Desk Calculator	4	@	$ 50 each	$ 200

Justify how the above relate to project activities in the Project Plan. Explain what steps you have taken, or will take, to insure that you receive the best value for least cost, consistent with State and Federal Purchasing Regulations.

C. **CONSTRUCTION:** Total Construction $ _____

Justify and explain each construction cost to be incurred as it relates to project in Project Plan.

D. **TRAVEL:** (See the Division of Public Safety Planning subcontractor Travel Policy, to determine allowable expenses. Travel expenses incurred by consultants are to be included in the Contractual Services budget category).

Note: Mileage rate can not exceed state rate. Review state travel guide at www.dfa.state.ms.us)

(Ex. 1200 miles @ $.50 per mile = $600)		Total Mileage	$_____
(Ex. Taxi, shuttle etc.)	+	Total Commercial Carrier	$_____
(Daily rate or use State Travel guidelines)	+	Total Meals	$_____
(Est. Hotel rate and the no. of days)	+	Total Lodging	$_____
	+	Total Other	$_____
	=	Total Travel	$_____

Explain the need for the travel and identify who will travel as related to project activities in the Project Plan.

E. **OPERATING EXPENSES:**
Show computations here, including all information needed to derive at the totals shown.

General Office Supplies	$_____
+ Total Rental	$_____
+ Total Printing & Reproduction	$_____
+ Total communications (Telephone, postage, etc.)	$_____
+ Total Other	$_____
= Total Operating Expenses	$_____

Justify and explain the need for the operating cost as it is related to the project activities in the Project Plan.

F. **CONTRACTUAL SERVICES:**

Total Contracts with Individuals	$_____
+ Total Contracts with Organizations	$_____
= Total Contractual Services	$_____

Justify and explain in relationship to project activities in the Project Plan. This section must contain the selection basis for any contract or prospective contract mentioned.

G. **MISCELLANEOUS:**
Show computations here, including all information used to derive at the total shown.

Total Tuitions or Registrations fees	$_____
+ Total Training materials	$_____
+ Total Other	$_____
= Total Miscellaneous	$_____

Explain the need and identify staff as related to project activities in the Project Plan.
OVERHEAD: Show computations here. These costs cannot exceed 10% of the direct labor cost (including fringe benefits) or 5% of the total project cost unless there is a documented approved rate.)

Total Miscellaneous $_____

Justify and explain relationship to project activities in the Project Plan, subgrantee administrative services, structure and policy, and specific services provided by the "Overhead" category.

H. **TOTAL PROJECT BUDGET:** $_____

D. **TRAVEL:** (See the Division of Public Safety Planning subcontractor Travel Policy, to determine allowable expenses. Travel expenses incurred by consultants are to be included in the Contractual Services budget category).

Note: Mileage rate can not exceed state rate. Review state travel guide at www.dfa.state.ms.us)

(Ex. 1200 miles @ $.50 per mile = $600)		Total Mileage	$_____
(Ex. Taxi, shuttle etc.)	+	Total Commercial Carrier	$_____
(Daily rate or use State Travel guidelines)	+	Total Meals	$_____
(Est. Hotel rate and the no. of days)	+	Total Lodging	$_____
	+	Total Other	$_____
	=	Total Travel	$_____

Explain the need for the travel and identify who will travel as related to project activities in the Project Plan.

E. **OPERATING EXPENSES:**

Show computations here, including all information needed to derive at the totals shown.

General Office Supplies	$_____
+ Total Rental	$_____
+ Total Printing & Reproduction	$_____
+ Total communications (Telephone, postage, etc.)	$_____
+ Total Other	$_____
= Total Operating Expenses	$_____

Justify and explain the need for the operating cost as it is related to the project activities in the Project Plan.

F. **CONTRACTUAL SERVICES:**

Total Contracts with Individuals	$_____
+ Total Contracts with Organizations	$_____
= Total Contractual Services	$_____

Justify and explain in relationship to project activities in the Project Plan. This section must contain the selection basis for any contract or prospective contract mentioned.

G. **MISCELLANEOUS:**

Show computations here, including all information used to derive at the total shown.

Total Tuitions or Registrations fees	$_____
+ Total Training materials	$_____
+ Total Other	$_____
= Total Miscellaneous	$_____

Explain the need and identify staff as related to project activities in the Project Plan.

OVERHEAD: Show computations here. These costs cannot exceed 10% of the direct labor cost (including fringe benefits) or 5% of the total project cost unless there is a documented approved rate.)

Total Miscellaneous $_____

Justify and explain relationship to project activities in the Project Plan, subgrantee administrative services, structure and policy, and specific services provided by the "Overhead" category.

H. **TOTAL PROJECT BUDGET:** $_____

Budget Narrative (DPSP Form 6)

Personnel:
Fund one full-time VAWA Victim Advocate position at a rate of $23,748 for twelve months. The City of Hattiesburg will finance a social security match of $1,452.64, a retirement match of $2, 278.94, a medical insurance match of $4, 251.08, and a Worker's Comp match of $63.92.

Operating Expenses:
The City of Hattiesburg will finance an office supplies and printing/reproduction match of $500 to fund the day to day operations of the VAWA Victim Advocate with printing and office supplies. Office supplies include, but are not limited to: pens, pencils, notebooks, notepads, sticky notes of various sizes, white-out, paperclips, binder clips, business cards, blank recordable/writeable cds, staplers, staples, tape dispensers, tape, thumbtacks, and highlighters.

Miscellaneous:
The VAWA Victim Advocate requests $1,800 in miscellaneous funds for informational brooklets to be used in helping to educate victim of violent crime within our jurisdiction. These booklets will be purchased from the Channing Bete Company, Incorporated and provide information in four major areas: Domestic Violence, Stalking, Sexual Assault, and Processing Grief (for family members of homicide victims).

PROJECT EVALUATION PLAN: Part VII

PART VII: EVALUATION PLAN:

INSTRUCTIONS FOR COMPLETING THE EVALATION PLAN: Part VII
(DPSP Form 7)

All programs must include an evaluation plan. This is an integral part of the grant and should be directly related to the objectives and project impact section of the grant. The evaluation plan should specify how the objectives will be measured and how accomplishments of activities will be documented and evaluated.

Evaluation Plan (DPSP Form 7)

The Victim Services Unit of the Hattiesburg Police Department will evaluate its project through a method of measurement of expected outcomes:

1. Ensuring the proper notification of all female victims will have an expected outcome of more communication with the victims in our community and better participation of these victims in court.
2. The advocating on behalf of female victims of domestic abuse and other violent acts against women will have an expected outcome of more cases going to trial and more satisfactory dispositions being made.
3. Providing court personnel with accurate and up to date domestic criminal histories will have an expected outcome of identifying serial abusers and more serious dispositions for these individuals.
4. Assisting all victims eligible for victim compensation throughout the application process will have an expected outcome of more victims receiving needed services.
5. Attending the court proceedings of domestic violence cases and other cases of violence against women will have the expected outcome of victims who have a better sense of the court process and experience less distress within the legal system.
6. Providing training classes on domestic abuse, sexual assault, and other violence against women when applicable will have an expected outcome of a better informed community and stronger community relations.
7. Providing educational lectures and literature regarding domestic violence, sexual assault, and other violence against women to schools, neighborhood association, and churches, paying particular attention to areas in the city with a high concentration of domestic abuse crimes and other crimes involving violence against women will have an expected outcome of a better informed community and stronger community relations.
8. Working closely with organizations within the community that provide services to victims in order to target domestic violence, sexual assault, or other violence against women will have an expected outcome of educating the community about violence against women and making the community more aware of the services available.
9. Being available to the police officers of Hattiesburg Police Department for around the clock victim support will have an expect outcome of more victims receiving a multi-faceted approach and a lessening of the fear and confusion that often accompanies victimization.
10. Promoting community awareness of domestic violence issue through participation in local, statewide, and national awareness initiatives such as National Crime Victim's Rights Week, Stepping Out Against Violence, and Domestic Violence Awareness Month. Will have the expected outcome of greater awareness in the community and better community relations.
11. Continuing the education of our victims advocates on such matters as domestic violence, sexual assault, and other violence against women through participation in local, state, and national conferences and seminars will have the expected outcome of victim advocates with a better up-to-date knowledge about violence against women and the ability to better serve their victims.
12. Providing victims with appropriate referrals to medical, psychological, educational, legal, and housing services within our community through our close work with such organizations as the Domestic Abuse Family Shelter, Inc., the Schafer Center for Crisis Intervention, Legal Services, and the University of Southern Mississippi's Counseling Services will have an expected result of more victims receiving The services they truly need to recover from their injuries and move on with their lives.
13. Providing victims with a new program—the Victim Intervention Program—to combat learned victimization and recidivism. This will have an expected result of lessening the number of domestic violence cases involving the same victim.

CURRENT PROJECT

The current project of the Victim Services Unit of the Hattiesburg Police Department through the efforts of the victim advocates are providing services to the victims of domestic abuse, sexual assault, and other violent acts against women as stated in the grant.

*All goals and objectives have and are being met

*All reports for expenditures are being made in a timely manner as required.

*All statistical reports are being made in a timely manner as required.

*Match requirements have been met by the City of Hattiesburg
*No problems have been experienced in the current grant period.

STATE OF MISSISSIPPI

DEPARTMENT OF PUBLIC SAFETY

DIVISION OF PUBLIC SAFETY PLANNING
Office of Justice Programs

DPSP use
Grant No.:

NON-SUPLANT CERTIFICATION: PART VIII

PART VIII:

The Hattiesburg Police Department – Victim Services (Applicant) that hereby assures that, Federal funds will not be used to supplant State or Local funds and those federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Signature: (Chief Executive Officer) _____

Title: Mayor, City of Hattiesburg

Date: 03-14-14

STATE OF MISSISSIPPI

DPSP use Only

Grant No.:

DEPARTMENT OF PUBLIC SAFETY

DIVISION OF PUBLIC SAFETY PLANNING

Office of Justice Programs

EQUAL EMPLOYMENT OPPORTUNIY COMPLIANCE

Part IX:

A. The Hattiesburg Police Department – Victim Services (Applicant) hereby certifies that it has formulated an Equal Employment Opportunity Program in accordance with 28 CFR42,301, et seq., Subpart E. of the Code of Federal Regulations, and that it is on file in the office of Gena Hopkins (Name) Human Resources – City of Hattiesburg (Address) Division Manager (Title), for review or audit by officials of the Division of Public Safety Planning or the Office of Justice Programs, U. S. Department of Justice as required by relevant laws and regulations.

B. The _____ (Applicant) hereby certifies that it is in compliance with the terms and conditions of 28 CFR42, 301, et seq., and is not required to file an Equal Employment Opportunity Program.

STATE OF MISSISSIPPI

DEPARTMENT OF PUBLIC SAFETY

DIVISION OF PUBLIC SAFETY PLANNING
Office of Justice Programs

DPSP use ONLY

Grant no.:

STATEMENT OF SPECIAL CONDITIONS

Pursuant to subgrantee management policies, the following special conditions are mandatory and are hereby made a part of this subgrant award:

* **Acceptance Procedures**. The Subcontract Signature Sheet constitutes the operative document obligating and reserving Federal funds for use by the subgrantee in execution of the program or project covered by the award. Such obligation may be terminated without further cause if the subgrantee fails to affirm its timely utilization of the grant by signing two (2) signature sheets in **BLUE** ink and returning the signed acceptance to the Division of Public Safety Planning (DPSP) **WITHIN 21 DAYS** from the date of award. No federal funds shall be disbursed to the subgrantee until the signed acceptance has been received.

* Subgrantee agrees to sign and submit the following forms along with the Subcontract Signature Sheet:

  a. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions.
  b. Certification Regarding Lobbying
  c. Subgrant Standard Assurances

* **Special Cancellation Condition for Subgrantees**.

  (1) **Commencement with 60 Days**. If a project is not operational or started within 60 days of the original starting date of the grant period, the subgrantee must report by letter to the DPSP the steps taken to initiate the project, the reasons for the delay, and the expected starting date.

  (2) **Operational within 90 Days**. If a project is not operational within 90 days of the original starting date of the grant period, the subgrantee must submit a second statement to the DPSP explaining the implementation delay. Upon receipt of the 90-day letter, the DPSP may cancel the project and request redistribution of the funds to other project areas. The DPSP may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

INSTRUCTIONS FOR COMPLETING EEOC CERTIFICATION
(DPSP Form 9)

GENERAL

The purpose of the EEO Guidelines is set forth in Title 28, Chapter 1, Subpart E of Part 42 of the code of Federal Regulations. It provides recognition of the fact that full and equal participation of women and minority individuals in employment opportunities is a necessary element of the Office of Justice Programs by requiring that certain recipients of OJP funding make a careful evaluation of their employment practices as these affect minority persons and women and then develop a comprehensive EEO Program.

WHO MUST PREPARE AN EQUAL EMPLOYMENT OPPORTUNITY PROGRAM?

Any criminal justice recipient of funds may be required to formulate, implement and maintain as Equal Employment Opportunity Program as it relates to minority persons and women, or women only. A recipient criminal justice agency must develop and implement a program if either of the following sets of criteria are fully met:

I. For minority persons and women.
   a. Has fifty or more employees.
   b. Has received grants or subgrants of $25,000 or more.
   c. Has a service population with a minority representation of more than three percent.

II. For women only.
   a. Has fifty or more employees.
   b. Has received grants or subgrants of $25,000 or more.
   c. Has a service population with a minority representation of less than three percent.

COMMENTS:

1. When determining the number of employees in an agency, all employees are to be counted, including clerical, custodial, etc.
2. The *"recipient" agency is defined in terms of the implementing agency.* For example, if a grant is made through a municipality to the police department for conducting a program or purchasing equipment, the recipient is considered be the police department.
3. The criterion of $25,000 in grant money is cumulative for the recipient (may be the sum of several small grants) and does not require a single grant of $25,000 or more.
4. For the purpose of these guidelines, the relevant "service population" shall be determined as follows:
   A. For adult and juvenile correctional institutions, facilities and programs (including probation and parole programs), the service population shall be the inmate or client population served by the institution, facility, or program during the preceding fiscal year.
   B. For all other recipient agencies (e.g., police and courts), the service population shall be the State population for state agencies, the county population for county agencies, and the municipal population for municipal agencies.

PROCEDURE FOR COMPLETION OF FORM A-6

Complete Section B on the reverse of this form if the implementing agency meets the criteria set out above and has formulated an Equal Employment Opportunity Program. If the implementing agency meets the criteria and this program has not been formulated, your application may not be accepted. For assistance, contact the DPSP EEOC officer at the central office.

Complete Section B on the reverse of this form if the implementing agency does not meet the criteria set out above.

* **Non-expendable Property Purchased with Grant Funds.** Subgrantee agrees to submit a fully executed copy of an Equipment Control Sheet (attached) listing all non-expendable property purchased with grant funds. The Equipment Control Sheet should be submitted to the DPSP no later than ten (10) working days after the last item of non-expendable property is received.

Subgrantee agrees to notify the DPSP of all lost, stolen, or damaged property and shall submit within five (5) working days a detailed narrative of the incident, a copy of the police report, and any measures taken to resolve the problem.

Subgrantee agrees not to loan, transfer, or liquidate property under any circumstances.

* **Requirements for Publication of Project Activities.** When issuing statements, press releases, and other documents describing projects or programs funded in whole or in part with federal money, the subgrantee shall clearly state (1) the percentage of the total cost of the project or program which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

* **Monthly Project Reporting Requirements.** Subgrantee agrees to submit **monthly** program activity progress reports and reimbursement reporting worksheets with supporting documents to the DPSP, Justice Programs, no later than ten (10) working days after the end of each month.

Required Reporting: Semi-Annual Program Reports are due January 5th and July 5th of each Calendar Year.

Annual State Performance Reports are due 15 days after the end date of the subgrant or any approved extension thereof (revised end date) along with the final financial reporting worksheet.

* **Audit Requirements.** The subgrantee agrees to comply with the organizational audit requirements as established by the Office of Management and Budget (OMB). One of the following will have specific information regarding your agency's audit requirements:

a. OMB Circular A-128. Audits of State and Local Governments.

b. OMB Circular A-110. Attachment F. Subparagraph 2h.

c. OMB Circular A-133. Audits of Institutions of Higher Education and Other Non-profit Institutions.

STATE OF MISSISSIPPI

DEPARTMENT OF PUBLIC SAFETY

DIVISION OF PUBLIC SAFETY PLANNING

Office of Justice Programs

All audit reports (initial and subsequent) shall be submitted no later than nine (9) months after the close of the Subgrantee's fiscal year.

Subgrantee Fiscal Year:	X	State	(July - June)
(Check One)	____	Federal	(October - September)
	____	Calendar	(January - December)

The Office of Management and Budget (OMB) Circular A-133 requires a Single Audit for state and local governments as well as for non-profit organizations when federal expenditures are at least $500,000. Please check below if you are required to have a Single Audit

Single Audit Required: X Yes ____ No

Americans With Disabilities Act. Subgrantee hereby assures and certifies compliance with Subtitle A, Title II of the Americans With Disabilities Act (ADA) 42 U.S.C.12131-12124, which removes the barriers that deny individuals with disabilities an equal opportunity to share in and contribute to the vitality of American life and have full participation in and access to, all aspects of society.

EQUAL EMPLOYMENT OPPORTUNITY

Subgrantee hereby certifies that it has formulated an Equal Employment Opportunity Program plan in accordance with 28 C.F.R.42, 301, et seq., Subpart e. of the Code of Federal Regulations. The plan is on file for review or audit by officials of the Mississippi Division of Public Safety Planning or the Office of Justice Programs, U.S. Department of Justice as required by relevant laws and regulations.

X Required ____ Not Required

EQUAL TREATMENT REGULATION

Subgrantee certifies that it complies with the Equal Treatment Regulation in 28 C.F.R. parts 31, 33, 38, 90, 91, and 93, which ensures that no organization will be discriminated against in a Department of Justice funded social services program based on religion. The regulation, entitles "Participation in Justice Department Programs by Religious Organization; Providing for Equal Treatment of all Justice Department Program Participants."

STATE OF MISSISSIPPI

DEPARTMENT OF PUBLIC SAFETY

DIVISION OF PUBLIC SAFETY PLANNING

Office of Justice Programs

ENFORCING CIVIL RIGHTS LAWS (See Attachment)

Subgrantee certifies that as a local government entity or non-profit organization recipient of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, is subject to the prohibitions against unlawful discrimination.

We have read and understand all SPECIAL CONDITIONS as stated above and agree to fully comply with these conditions in the operation of the subgrant.

NON-SUPPLANT CERTIFICATION

The Hattiesburg Police Department – Victim Services (Applicant) hereby assures that Federal funds will not be used to supplant State or local funds and that Federal fund will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Signature: (Chief Administrative Officer) _____

Title: Mayor, City of Hattiesburg

Date: 03-14-14

Funding Sources for Victim Services Programs

(Include all funding sources for victim services programs for which funding is requested in this application. The figures shown below are for the period of July 1, 2014 to June 30, 2015. A copy of each funding source requested or approved budget is required.)

Funding Source	Amount
Local Funding	$ $8, 046.58*
Private Funding/Contributions	$
U.S. Department of Justice (other than those listed below)	$
State Appropriations	$
Department of Mental Health	$
Department of Human Services	$
Department of Health - Federal and State	$
State Coalition	$
County Fines/Fees	$
VOCA Funding	$
VAWA Funding	$ $23,748*
SASP Funding	$
Other:	$
TOTAL	$ $31,794.58*

*Please use additional pages as needed.

*Please note these are last year's figures as figures for the period of July1, 2014 – June 30, 2015

Project Job Resume

Ashton R. Thompson

23 Steele Rd. • Hattiesburg, MS • LetItBe121@live.com • (601) 818-7062

Education & Training

Masters of Science – Psychology — August 2012
William Carey University — Hattiesburg, MS
3.9 GPA • Area of Emphasis – Counseling

Masters of Science – Administration of Justice — December 2008
University of Southern Mississippi — Hattiesburg, MS
3.9 GPA • Area of Emphasis - Psychology

Bachelors of Science – Psychology — May 2004
University of Southern Mississippi — Hattiesburg, MS
3.5 GPA • Graduated With Honors

Academic Achievements & Affiliations
•Guest Speaker at University of Southern Mississippi – Victims of Crime Class
•Attended Mississippi Coalition Against Sexual Assault's 2009 and 2010 Conference
•Guest Lecturer with Dr. Thomas Panko at Pearl River Community College – "Human Trafficking: A Global Tragedy" (October 28, 2008)
•Administration of Justice Scholarship Recipient (September 2008)
•Presenter at the Mississippi Coalition Against Sexual Assault Conference with Dr. Thomas Panko – "Human Trafficking: A New Look at an Old Crime" (August 24-26, 2008)
•Class Participation with the Shaffer Center's Crisis Line (Spring 2008)
•Relay for Life Team Outback Member (2005-2008)
•Kelly Gene Cook Charitable Foundation Scholar (August 2000-May 2007)
•Volunteer with The Children's Garden (Spring 2004)
•University Activities Council (2000-2003)
•Major Entertainment Chairperson – University Activities Council (2002-2003)

Professional Experience

Counselor
The Shafer Center for Crisis Intervention — April 2012 – Present
Hattiesburg, MS

•Providing Trauma-Centered Cognitive-Behavioral counseling for victims of sexual assault.

•Developed and conducted a Survivors/Supporters Book Club for survivors of sexual assault and women who support survivors.
•Developed and conducted a Women's Relationship Class.

Victim Advocate January 2009 – Present
Hattiesburg Police Department Hattiesburg, MS

•Assisting victims of domestic violence, sexual assault, and other violent crimes in the legal process.
•Victim Advocacy in court for victims of domestic violence, sexual assault, and other violent crimes.
•Helping victims of domestic violence, sexual assault, and other violent crimes to receive services with local service agencies and the state attorney general's office.
•Planning and conducting community events to promote awareness of critical issues concerning victims of violent crime.
•Conducting training for law enforcement on issues concerning victims of violent crime.

Graduate Research Assistant January 2007- May2008
Administration of Justice Department Hattiesburg, MS
University of Southern Mississippi

•Conducted research for assigned professor.
•Created research databases and entered research data.
•Grading papers for assigned professor.
•Basic office duties: answering/transferring calls, copying/collating, faxing, checking/sorting mail, assisting visitors, and assisting with student advisement and registration.

Server/Trainer May 2004 – September 2007
Outback Steakhouse Hattiesburg, MS

•Provided excellent customer service.
•Maintained positive and productive working environment.
•Trained new employees.
•Participated in the company's philanthropic events.

Jewelry Sales Associate August 2001-August 2002
TJ Maxx Hattiesburg, MS

•Provided excellent customer service.
•Examined new stock.
•Created jewelry displays and maintained orderly working environment.
•Inventoried stock.
•Recovered misplaced merchandise.

Weekend Receptionist August 2000 – May 2001
Convarest of Hattiesburg Hattiesburg, MS

•Answered/transferred calls.
•Sorted/delivered mail.
•Assisted visitors.
•Sorted/filed records.
•Calculated time cards.

References Upon Request

City of Hattiesburg, MS

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

Master

File Number: 2014-1071

File ID:	2014-1071	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/16/2014
Brief Title:	Domestic Abuse Family Shelter request for donation			**Final Action:**	
				Minute Book Number:	MB2014-119

Title: Acknowledge receipt of request and authorize donation of monies in the amount of $3,500.00 to support the Domestic Abuse Family Shelter, as provided in MS Code 93-21-115.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	DAFS request for donation	**Enactment Number:**	
Contact:		**Meeting Date:**	04/22/2014
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014					

Text of Legislative File 2014-1071

Title
Acknowledge receipt of request and authorize donation of monies in the amount of $3,500.00 to support the Domestic Abuse Family Shelter, as provided in MS Code 93-21-115.

Summary

Budget Information
001280.6820.07

Expenditure Type

Purchasing Item

Publication Information

DAFS
Domestic Abuse
Family Shelter, Inc.

24-HOUR CRISIS LINE 1-800-649-1092
Business Office 601-428-1707

P.O. Box 273
Laurel, MS 39441-0273
601-428-8821

P.O. Box 1504
Hattiesburg, MS 39403-1504
601-582-2102

March 21, 2014

Hattiesburg City Council
Attn: Debbie
P. O. Box 1898
Hattiesburg, MS 39403-1898

Dear City Council Members:

On behalf of the Domestic Abuse Family Shelter, Inc., I want to express our sincere appreciation for your support of our program by the City of Hattiesburg.

I would like to take this opportunity to request the release of the $3,500.00 allotment for FY2013-2014. Thank you for your consideration of this request.

Sincerely,

Becky Sims
Executive Director

United Way
A United Way Agency

City of Hattiesburg, MS

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

Master

File Number: 2014-1058

File ID:	2014-1058	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/15/2014
Brief Title:	Woodley Elementary School Project - Bid Award			**Final Action:**	
				Minute Book Number:	MB2014-119

Title:

Acknowledge bids received on March 27, 2014 for the Safe Routes To School - Woodley Elementary School Project (SRSP 0210-00(024) LPA/106139-401000) and accept bid received from Precision Construction in the amount of $158,161.00 for the base bid, and $28,000.00 for Alternate Additive #1, as being the only bid received.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Woodley Bid Tab, Woodley Award Ltr	**Enactment Number:**	
Contact:		**Meeting Date:**	04/22/2014
Drafter:	Sharon Waits	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014					

Text of Legislative File 2014-1058

Title

Acknowledge bids received on March 27, 2014 for the Safe Routes To School - Woodley Elementary School Project (SRSP 0210-00(024) LPA/106139-401000) and accept bid received from Precision Construction in the amount of $158,161.00 for the base bid, and $28,000.00 for Alternate Additive #1, as being the only bid received.

Summary

Woodley Elementary School Project - Bid Award

Budget Information

072201.7225.02

Expenditure Type
MDOT Grant

Purchasing Item
Sealed Bid

Publication Information

City of Hattiesburg
Safe Routes to School - Woodley Sidewalk Project RE-BID
Hattiesburg, Mississippi Forrest County

				Engineer's Estimate		Precision Construction 15 Chanticleer Drive Hattiesburg, MS 39402	
Pay Item No.	**Description**	**Unit**	**Plan Quantity**	**Unit**	**Item Total**	**Unit Price**	**Item Total**
201-A001	CLEARING AND GRUBBING	LUMP SUM	1	$4,000.00	$4,000.00	$2,500.00	$2,500.00
202-A001	REMOVAL OF OBSTRUCTIONS	LUMP SUM	1	$1,500.00	$1,500.00	$1,000.00	$1,000.00
202-B035	REMOVAL OF CONCRETE SIDEWALK	SQ. YD.	64	$12.00	$768.00	$5.00	$320.00
202-B078	REMOVAL OF PAVEMENT, ALL TYPES AND DEPTHS	LIN. FT.	312	$10.00	$3,120.00	$5.00	$1,560.00
202-B093	REMOVAL OF CURB & GUTTER, ALL TYPES	LIN. FT.	300	$7.00	$2,100.00	$5.00	$1,500.00
202-B106	REMOVAL OF PIPE, ALL SIZES	LIN. FT.	20	$10.00	$200.00	$30.00	$600.00
203-A003	UNCLASSIFIED EXCAVATION, FM, AH	CU. YD.	50	$10.00	$500.00	$10.00	$500.00
203-EX017	BORROW EXCAVATION, AH, FME, CLASS B9	CU. YD.	50	$18.00	$900.00	$11.00	$550.00
203-G003	EXCESS EXCAVATION, FM, AH	CU. YD.	15	$12.00	$180.00	$100.00	$1,500.00
211-B001	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CU. YD.	100	$25.00	$2,500.00	$18.00	$1,800.00
212-B001	STANDARD GROUND PREPARATION	SQ. YD.	2,000	$0.45	$900.00	$0.10	$200.00
907-213-A001	AGRICULTURAL LIMESTONE	TON	1	$1,000.00	$1,000.00	$20.00	$20.00
213-B003	COMBINATION FERTILIZER, 8-24-24	TON	1	$1,000.00	$1,000.00	$20.00	$20.00
216-B001	SOLID SODDING, CENTIPEDE	SQ. YD.	2,000	$4.00	$8,000.00	$4.00	$8,000.00
219-A001	WATERING	KGAL	150	$20.00	$3,000.00	$20.00	$3,000.00
220-A001	INSECT PEST CONTROL	ACRE	1	$250.00	$250.00	$20.00	$20.00
234-A001	TEMPORARY SILT FENCE	LIN. FT.	400	$3.50	$1,400.00	$0.10	$40.00
907-237-A002	WATTLES, 12"	LIN. FT.	100	$8.00	$800.00	$1.00	$100.00
907-246-A002	SANDBAGS	EACH	100	$7.00	$700.00	$1.00	$100.00
907-601-B003	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	CU. YD.	1	$1,100.00	$1,100.00	$800.00	$800.00
602-A001	REINFORCING STEEL	LBS.	350	$2.00	$700.00	$2.00	$700.00
907-603-PVC05	6" CORRUGATED POLY VINYL CHLORIDE PIPE	LIN. FT.	20	$25.00	$500.00	$10.00	$200.00
608-A001	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	SQ. YD.	1,435	$32.00	$45,920.00	$39.00	$55,965.00
609-B001	CONCRETE CURB, HEADER	LIN. FT.	80	$20.00	$1,600.00	$17.00	$1,360.00
609-D006	COMBINATION CONCRETE CURB AND GUTTER, TYPE I MODIFIED	LIN. FT.	43	$22.00	$946.00	$30.00	$1,290.00
613-D006	ADJUSTMENT OF WATER METER	EACH	4	$400.00	$1,600.00	$200.00	$800.00
614-B002	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 6-INCH THICKNESS	SQ. YD.	286	$45.00	$12,870.00	$46.00	$13,156.00
618-A001	MAINTENANCE OF TRAFFIC	LUMP SUM	1	$12,000.00	$12,000.00	$5,500.00	$5,500.00
618-B001	ADDITIONAL CONSTRUCTION SIGNS	SQ. FT.	1	$10.00	$10.00	$10.00	$10.00
620-A001	MOBILIZATION	LUMP SUM	1	$15,000.00	$15,000.00	$15,000.00	$15,000.00
630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	SQ. FT.	144	$30.00	$4,320.00	$20.00	$2,880.00
630-C004	STEEL U-SECTION POSTS, 3.0 TO 3.5 LB/FT	LIN. FT.	238	$12.00	$2,856.00	$8.00	$1,904.00
809-A002	RETAINING WALL SYSTEM	SQ. FT.	270	$65.00	$17,550.00	$40.00	$10,800.00
907-626-H004	THERMOPLASTIC LGEND, WHITE	LIN. FT.	2,800	$5.00	$14,000.00	$2.50	$7,000.00
907-626-H005	THERMOPLASTIC LGEND, WHITE	SQ. FT.	24	$8.00	$192.00	$14.00	$336.00
907-639-A034	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE VI, 8' SHAFT	EACH	2	$1,200.00	$2,400.00	$1,200.00	$2,400.00
907-639-C003	POLE FOUNDTIONS, 24" DIAMETER	CU. YD.	1.5	$750.00	$1,125.00	$4,500.00	$6,750.00
907-639-D003	SLIP CASING, 24" DIAMETER	LIN. FT.	10	$8.00	$80.00	$1.00	$10.00
640-A034	TRAFFIC SIGNAL HEADS, TYPE 6 LED COUNTDOWN	EACH	4	$883.00	$3,532.00	$1,000.00	$4,000.00
907-642-B001	SOLID STATE TRAFFIC ACTUATED CONTROLLER MODIFICATION	EACH	1	$6,265.00	$6,265.00	$400.00	$400.00
647-A005	PULLBOX, TYPE 2	EACH	1	$423.50	$423.50	$900.00	$900.00
666-B015	ELETRIC CABLE, UNDERGROUND IN CONDUIT, IMSA 20-1, AWG 14, 5 CONDUCTOR	LIN. FT.	240	$2.00	$480.00	$3.00	$720.00
668-A018	TRAFFIC SIGNAL CONDUIT, UNDERGROUND, TYPE 4, 2"	LIN. FT.	15	$4.00	$60.00	$10.00	$150.00
668-B024	TRAFFIC SIGNAL CONDUIT, UNDERGROUND DRILLED OR JACKED, ROLLED PIPE, 2"	LIN. FT.	45	$7.50	$337.50	$40.00	$1,800.00
	TOTAL BASE BID				**$178,685.00**		**$158,161.00** [1]

Alternate 1 (Additive) - School Mast Arm Signal

Pay Item No.	**Description**	**Unit**	**Plan Quantity**	**Unit Price**	**Item Total**	**Unit Price**	**Item Total**
907-630-PP020	SCHOOL MAST ARM SIGNAL SOLAR POWER, PER PLANS	LUMP SUM	1	$15,000.00	$15,000.00	$28,000.00	$28,000.00
	TOTAL ALTERNATE BID:				**$15,000.00**		**$28,000.00**

1. *Incorrect total base bid amount - bid proposal reflected $158,197.00*

I certify this to be a true & accurate Bid Tabulation of bids received @ 10:00a.m., local time, March 27, 2014 for the City of Hattiesburg, MS - Safe Routes to School - Woodley Sidewalk

GEOFFREY PAUL CROSBY
LICENSED PROFESSIONAL
ENGINEER
19984
STATE OF MISSISSIPPI

Geoffrey Crosby, P.E.
Mississippi Registration #19984

NEEL-SCHAFFER
Solutions you can build upon

engineers
planners
surveyors
environmental scientists
landscape architects

March 28, 2014
N-S Project No. 8695-02

Honorable Johnny L. DuPree, Ph.D.
City of Hattiesburg
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

REFERENCE: WOODLEY SIDEWALK PROJECT
SRSP 0210-00(024) LPA/106139-401000
CITY OF HATTIESBURG, FORREST COUNTY

Dear Mayor DuPree:

Enclosed for your records are one (1) original and two (2) copies of the Certified Bid Tabulation for the bids received for the referenced project. As you are aware there were one bid submitted, opened and read at the bid opening on March 27, 2014. Upon review and tabulation of the bids received and opened, the base bid of Precision Construction in the amount of $158,161.00 was determined to be the apparent low bidder. Similarly, the lowest and best bid using the combination of the Base Bid ($158,161.00) and Additive Alternate #1 ($28,000.00) in the amount of $186,161.00 was also received from Precision Construction.

Neel-Schaffer therefore recommends that the City of Hattiesburg review the bid submitted by Precision Construction, and award the project, subject to the concurrence of the Mississippi Department of Transportation (MDOT), to the lowest and best bidder.

Sincerely,

NEEL-SCHAFFER, INC.

Geoffrey Crosby

Geoffrey Crosby, P.E.
Project Engineer

Enclosures

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

City of Hattiesburg, MS

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

Master

File Number: 2014-1069

File ID:	2014-1069	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/16/2014
Brief Title:	RFQ for energy performance contracting services			**Final Action:**	
				Minute Book Number:	MB2014-119

Title: Approve and authorize publication of a Request for Qualifications from qualified and interested Energy Services Companies (ESCOS) to provide comprehensive energy services to reduce energy and utilities costs, water consumption savings, water and sewer systems and equipment capital improvements, operation and maintenance costs optimization, and any other cost reduction opportunity, and implement related capital improvements in selected buildings, facilities, operating fleet vehicles and equipment, or other related infrastructure owned or managed by the City of Hattiesburg.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	RFQ Energy Performance Contract, Notice to Vendors-Mandatory	**Enactment Number:**	
Contact:		**Meeting Date:**	04/22/2014
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014					

Text of Legislative File 2014-1069

Title
Approve and authorize publication of a Request for Qualifications from qualified and interested Energy Services Companies (ESCOS) to provide comprehensive energy services to reduce energy and utilities costs, water consumption savings, water and sewer systems and equipment capital improvements, operation and maintenance costs optimization, and any other cost reduction opportunity, and implement related capital improvements in selected buildings, facilities, operating fleet vehicles and equipment, or other related infrastructure owned or managed by the City of Hattiesburg.

Summary

Request for Qualifications for energy savings

Budget Information
Expenditure Type
Purchasing Item
Publication Information
Publish in Hattiesburg American

City of Hattiesburg, Mississippi
Request for Qualifications for
Energy and Utilities Performance Contracting Services

June 2014

City of Hattiesburg, Mississippi
RFQ for Energy and Utilities Performance Contracting Services

Request for Qualifications Contents

- Services Desired
- Procurement Process
- Attachment A: Sample Project Schedule
- Attachment B: Evaluation Criteria
- Attachment C: Terms and Conditions
- Attachment D: ESCO Response
- Attachment E: City Buildings, Facilities, and Equipment Profile
- Attachment F: Summary of Energy Consumption and Costs

REQUEST FOR QUALIFICATIONS (RFQ)

Issued by

The City of Hattiesburg, Mississippi

For Energy and Utilities Performance Contracting Services

INTRODUCTION

The City of Hattiesburg, Mississippi (hereinafter referred to as "Customer or City") wishes to set the example for energy sustainability and green building technologies and therefore seeks specific qualifications from qualified and interested Energy Services Companies (ESCOs) that are capable of providing comprehensive energy services to reduce energy and utilities costs, water consumption savings, water and sewer systems and equipment capital improvements, operation and maintenance costs optimization, and any other cost reduction opportunity, and implement related capital improvements in selected buildings, facilities, operating fleet vehicles and equipment, or other related infrastructure owned or managed by the Customer. Additional Customer buildings, facilities, and related areas or services may be included in any future contract resulting from this RFQ solicitation and award. A description of these facilities is provided in Attachments to this RFQ. All aspects of this RFQ and approach shall be conducted in accordance with Section 31-7-14 of the Mississippi Code, the Mississippi Development Authority-Energy Division's Policy and Procedures for Energy Performance Contracting and the Request for Qualifications.

The City's annual budget for electric and natural gas for all buildings, leased exterior lighting, and facilities is approximately **$3,500,000 to $4,000,000** while the annual budget for diesel and gasoline fuels for all fleet vehicles is approximately **$1,500,000 to $2,000,000**.

GENERAL RESULTS DESIRED

The Customer seeks a broad range of services and capital improvements in order to reduce the consumption and related use and costs of energy and utilities in the buildings and facilities listed in Attachment E (Facility Profile) to this RFQ. These services and capital improvements will be provided and financed through a **performance-based contract with a guarantee of savings** under which the Customer:

a.) Incurs no initial capital costs;
b.) Achieves significant long-term savings;
c.) Achieves a guarantee for energy and utilities savings and operations and maintenance (O&M) savings which can include material, labor and avoided future equipment replacements;
d.) Incurs consistent levels of occupant comfort, environmental conditions and building functionality:
e.) Achieves fuel savings and equipment performance for all fleet vehicles:
f.) Improves work order and maintenance management performance.

All proposed energy and utilities and O&M savings must be clearly documented and will be rigorously reviewed by the **Customer.**

The selected ESCO shall provide the City of Hattiesburg a comprehensive program which shall include but not limited to the following:

- Comprehensive and detailed technical assistance energy audits of selected buildings and facilities
- Quantify energy and utility savings including electricity, natural gas, and water/sewer costs, and any other cost reduction opportunities
- Examine opportunities and applications for renewal energy opportunities
- Identify opportunities for improvements in solid waste management and recycling
- Identify opportunities for costs reduction in leased exterior and street lighting (traffic lighting has was converted to LED in early 2000)

- Quantify Operating and Maintenance and Performance cost reduction opportunities
- Design and installation of all required energy and utilities conservation opportunities and capital improvements to include renewal energy (solar, geothermal, etc)
- Improvements in fuel consumption, tire replacement and maintenance costs for the City's vehicles and fleet equipment to include alternative fuel vehicles
- Design and installation of a Computerized Energy Management and Control System (CEMCS)
- Design and installation of a Computerized Maintenance Management and Work Order Control System (CMMS) and Asset Management for selected facilities
- Comprehensive training of Customer employees in the operation and maintenance of all new capital improvements, computerized systems and technologies
- Financing for design, implementation, and construction management of all energy and utilities conservation opportunities and capital improvements
- A written guarantee that the total program costs shall be 100% covered by the project savings and within a payback of 15 years or less including financing costs.

Program benefits will include, but not limited to, energy and utilities savings, revenue generated, and operating and maintenance costs reductions.

The City of Hattiesburg, Mississippi seeks to maximize energy and utilities savings and related improvements. Within the framework of available financing; therefore, ESCOs are encouraged to advocate the installation and implementation of improvements providing the greatest possible energy and O&M savings. Essential services and improvements sought are those that will reduce energy consumption in the Customer's facilities, upgrade capital energy-related equipment, improve building operations and maintenance, save costs through fuel switching or improved demand management, and aid in meeting environmental management responsibilities.

Improvements must result in a written guaranteed energy savings with the ESCO payments linked to actual measured reductions in energy cost or consumption. No contract shall exceed 15 years in duration and is subject to annual appropriations on a guaranteed performance contracting basis in accordance with **Mississippi Code Ann. 31-7-14 "Public contracts of energy efficiency services".** The energy and utilities savings achieved by the installed energy efficiency measures (EEMs) need to be sufficient to cover all project costs including annual maintenance and monitoring fees for the duration of the contract term. The guarantee shall be reconciled on an annual basis, commencing on year from the date of completion and acceptance by the Customer. In the event that the actual program benefits are less than the guaranteed program benefits, the ESCO shall provide cash reconciliations of the difference. A third-party guarantee or performance bond in lieu of the guaranteed benefits will not be acceptable. At a minimum, the energy savings guarantee should be structured to correspond to the annual financing costs associated with the project. The contract is subject to approval and review by the **Mississippi Development Authority - Energy Division.**

REQUIRED SYSTEMS AND SERVICES CAPABILITIES

ESCOs must have the demonstrated technical and managerial capabilities to address a broad range of building energy systems and provide a comprehensive set of energy services. Conservation opportunities in energy, utilities and other systems include, but are not limited to the following:

- Building Systems to include, but not limited to, heating, ventilation and air conditioning systems, lighting, windows, building envelope, insulation, and computerized energy management and controls, life safety measures that provide long-term, operating-cost reductions, building operation programs that reduce operating costs, other energy-conservation-related improvements, including improvements or equipment related to renewable energy, water and other natural resources conservation, including accuracy and measurement of water distribution and/or consumption, and other equipment, services and improvements providing energy efficiency.

- Application of a Computerized Energy Management System for monitoring and controlling selected City buildings HVAC systems

- Improvements in work order performance with a Computerized Maintenance Management, Work Order Control and Asset Management System for selected facilities

- Solid waste management and recycling opportunities

- Utility Systems to include, but not limited to, water wells, pumps and treatment facilities; waste water lift stations, pumps and treatment facilities; and any other opportunities that may be determined.

- Other Energy Conservation or Related Operational Improvement to include, but not limited to, improvements related to renewal energy (solar energy, geothermal energy, etc.), water, fleet operations equipment to include alternative fuel and/or hybrid vehicles, tire inflation technologies, and any other equipment, services and improvements providing energy and utilities efficiency,

- Energy services include, but are not limited to, an investment grade technical energy audit and report; the design, acquisition, installation, modification maintenance, commissioning, monitoring and training in the operation of new and/or existing energy systems which will reduce energy consumption associated with the heating, ventilation and air conditioning system, the lighting system, building envelope, water usage, and other energy using devices, as well as for savings which would not reduce consumption per se, but are aimed at cost savings related to energy use, such as sewage, solid waste collection, fuel switching or demand reductions. **Any stipulated energy and/or non-energy cost savings that may be attributed to this project will be rigorously reviewed and, if agreed to, will be limited to those that can be thoroughly documented and verified by the ESCO and approved by the Customer.**

- Additional services may include continuing O&M for all improvements and/or training of the Customer's staff on routine maintenance and operation of systems as well as training of occupants. Monitoring and verification (M&V) services include appropriate measurement and reporting of the performance and savings from improvements.

OVERVIEW OF TERMS AND CONDITIONS

Contract Term. No contract shall exceed 15 years in duration and is subject to annual appropriations in accordance with Mississippi Code Ann. 31-7-14. The duration of the contract will be mutually determined between the ESCO and the City based on financial factors so that a zero or positive net cash flow is realized by the City.

Guarantee. Improvements and services must result in guaranteed minimum annual energy and utilities savings, revenue generation, and O&M savings option, as well as guaranteed minimum levels of occupant comfort and operations and maintenance and/or any ancillary services. A guarantee savings is required to be greater than the project costs. The combined savings achieved by the installed projects must be sufficient to cover all project costs, including debt service, financing costs, and all ESCO fees for services for the duration of the contract term. ***At a minimum, the savings guarantee should be structured to correspond to the annual financing costs associated with the project.*** Payments must be linked to actual measured post-retrofit improvements as compared to building performance before the installation of any energy systems and service improvements. The guaranteed savings must be achieved each year. Annual cost savings derived from such improvements beyond the guaranteed minimum savings will be held by the Customer, and will not be allocated to future annual savings guarantees or shortfalls in other years. In the event that the actual program benefits are less than the guaranteed program benefits, the ESCO shall provide cash reconciliation of the difference. The ESCO's guarantee shall be a first party guarantee from the contractor to the Customer. A third-party guarantee or performance bond in-lieu of the guarantee will not be acceptable. At a minimum, the energy and utilities savings guaranteed should be structured to correspond to the annual financing costs associated with the project. Annual cost savings derived from such improvements beyond the guaranteed minimum savings will be held by the City, and will not be allocated to shortfalls for future years.

Financial Review. Detailed financial projections of project benefits are dependent upon the scope of technical retrofits finally selected and installed. It is premature to place a major emphasis on projected financial benefits prior to the completion of a detailed engineering study and negotiation of the project structure. During contract negotiations, the ESCO shall disclose cost markups which will be applied during the subsequent technical energy analysis and energy performance contract. Open book pricing during the construction stage will be required, such that pricing information or bids on individual products and services will be available for review by the Customer. Respondents are encouraged to carefully review the evaluation criteria in the RFQ under Financial Approach and to respond as fully as possible.

O&M Savings. Any O&M cost savings proposed by the selected ESCO will be rigorously reviewed and, if agreed to, will be limited to those that can be thoroughly documented and approved by the Customer.

Investment Grade Technical Energy Audit Report. The technical energy audit report must be comprehensive and must identify and document feasible energy and utilities conservation and cost reduction measures and estimates of savings for each measure and must include an estimate of all costs including design, engineering, installation, maintenance, repairs and debt service.

ENERGY STAR. Using the EPA's ENERGY STAR tools and resources for each eligible facility, the selected ESCO will be required to provide an estimated post-retrofit Energy Performance Rating using the Delta Score Estimator and submit a completed Cash Flow Opportunity spreadsheet using the Cash Flow Opportunity Calculator as part of the Investment Grade Technical Energy Audit Report. The selected ESCO will also be required to submit an updated ENERGY STAR rating for each eligible facility upon completion of each guaranteed year as part of the Guaranteed Energy Savings Agreement. Information regarding ENERGY STAR tools and resources, and a list of eligible facility types can be found at: http://energystar.gov/index.cfm?c=tools_resources.bus_energy_management_tools_resources

DESCRIPTION OF THE PROCUREMENT PROCESS

It is anticipated that the process for the procurement of these energy services will proceed in three stages.

1.) SUBMISSION OF WRITTEN QUALIFICATIONS: The City of Hattiesburg, Mississippi through its Project Evaluation Committee which will include designated City representatives and consultants will review and evaluate the written responses to this Request for Qualifications (RFQ) in accordance with the evaluation criteria identified in Attachment B. The Customer will select the most qualified ESCOs to proceed to the competitive oral interview stage of the procurement process. ***(Note: if numerous responses are received, a shortlist of the three highest ranked firms may be used)***

2.) ORAL INTERVIEW: After review of all responses, each of the qualified firms will participate in a detailed oral interview to more fully discuss how their approach to this project satisfies the evaluation criteria set forth in Attachment B. ESCOs will be required to answer questions posed by the Project Evaluation Team. It will be the sole responsibility of the Project Evaluation Committee to make the final selection of a Project Contractor based upon the evaluation of written responses to the RFQ, client reference checking, and the oral responses received during the interview process. A more complete description of the interview format and logistical arrangements will be mailed to the finalists.

3.) SELECTION OF ESCO TO DEVELOP CONTRACT: Based on the consensus of the Project Evaluation Committee and approval by the City Administration, the best qualified ESCO will be selected to conduct a complete Energy and Utilities Analysis of the facilities identified in Attachment E and propose contract terms concerning a complete set of proposed energy and utilities improvements, the timetable for completing engineering and construction work, a detailed description of services to be provided, specific financing arrangements and terms, and an estimate of energy savings, as well as special conditions offered by the company. The City intends to negotiate a final Energy Services Agreement (ESA) or contract for these services, which includes a minimum savings guarantee. If an acceptable contract cannot be reached

within 90 days from the date of ESCO selection, negotiations with the second-ranked ESCO may be initiated. The City reserves the right to enter into a contract with two or more qualified ESCO's if it is determined to be in the best interest of the City.

Detailed financial projections of the project benefits are dependent upon the scope of technical retrofits finally selected and installed; therefore, it is premature to place a major emphasis on projected financial benefits prior to the completion of a detailed engineering analysis and study and negotiation of the project structure. However, all respondents are encouraged to carefully review the evaluation criteria in the RFQ under Financial Approach and to respond as fully as possible.

MANDATORY SITE VISIT

The Customer will arrange an initial mandatory walk-through inspection and information gathering of selected Buildings and Facilities listed in Attachment E at a convenient date and prior to the submission of qualifications. Site representatives will be available to answer questions about the operation of the buildings. All ESCOs are encouraged to carefully evaluate the building profile data (building or facility name, address, and square footage) and to visit the Facility/Facilities listed in Attachment E in order to enhance their understanding of existing building or facility conditions and retrofit opportunities and to provide an opportunity assessment in their response. Additional site inspections may be arranged upon request.

To make additional site visit arrangements, please contact only by E-mail: Mr. Kyle Wallace, P.E.; Shows, Dearman, and Waits, Inc; Consulting Engineers; by E-mail at kyle@sd-w.com.

It is the responsibility of the ESCO to place a "read receipt" on all email submissions for verification of receipt of the email transmission.

RESTRICTION OF CONTACT

From the issue date of this RFQ until the Customer selects a respondent for award, the contact person listed below is the sole point of contact concerning this RFQ. Any violation of this condition may be cause to reject the offending ESCO's submission. If it is discovered that ESCO has engaged in any violations of this condition, the offending ESCO's response may be rejected or contract award rescinded. ESCOs must agree not to distribute any part of their submissions. An ESCO that shares information contained in its submission with other Customer personnel and/or competing ESCO personnel may be disqualified.

Direct all inquiries concerning this RFQ to: City of Hattiesburg, Director of Engineering; P.O. Box 1898; Hattiesburg, MS 39403-1898; Phone: 601.545.4540.

GENERAL REQUIREMENTS

The City of Hattiesburg is committed to achieving significant utilization of Minority and Women Business Enterprise (M/WBE) in the community's purchasing efforts. Goals have been established to provide an atmosphere of equal opportunity for all vendors and to prohibit discrimination in all aspects of public operations including the purchasing of products, services and public works contracts. Interested companies should include a minimum of 30% Minority and Women-Owned Business participation.

SUBMITTAL FORMAT

Companies who wish to be considered by the Customer must submit an original and seven (7) copies (one must be unbound, ready to copy) of Attachment D (the ESCO Profile Form and ESCO Qualifications & Approach to Project). All submissions become the property of the Customer and will not be returned to the ESCO. The three highest rank ESCOs will be notified to schedule their appearance for an oral interview.

The City of Hattiesburg reserves the right to reject any or all submissions and to waive informalities and minor irregularities in submissions received and to accept any submissions if deemed in its best interest to do so. All costs associated with submission preparation will be borne by the submitting company.

TO AID ESCOS IN THEIR RESPONSE TO THIS REQUEST, THE FOLLOWING ITEMS ARE ATTACHED:

OVERVIEW OF ATTACHMENTS

To aid companies in their response to this request the following items are attached:

Attachment A:	Proposed Project Schedule
Attachment B:	Evaluation Criteria
Attachment C:	Contract Terms and Conditions
Attachment D:	ESCO Profile Form and Approach to Project
Attachment E:	Technical Facility Profile
Attachment F:	Summary or Energy and Utilities Consumption and Cost

ATTACHMENT A

PROPOSED PROJECT SCHEDULE

The following schedule is the proposed schedule and may change during the project.

Activity	Dates
Advertise/Issue RFQ	4/28/2014
Site Visit	5/12/2014
Written Qualifications Due	6/11/2014
Written Qualifications Reviewed/Evaluated;	6/20/2014
Oral Interviews/Presentations	7/1/2014
ESCO Selection	7/9/2014
Approval of ESCO Selection	7/22/2014
Preliminary Contract Negotiations	7/24/2014
Technical Energy Audit Executed	8/1/2014
Audit Report Submitted	11/10/2014
Negotiations and Execution of Energy Services Agreement (including approval by MDA-Energy Division)	12/10/2014

ATTACHMENT B
EVALUATION CRITERIA

The criteria listed below will be used in the evaluation of written submissions, interviews with previous ESCO clients, and the responses of ESCOs during oral interviews, as appropriate. These criteria will be applied and interpreted solely at the discretion of the Customer. Written responses should include all necessary information that is pertinent to these evaluation criteria. Additional information required for the proper assessment of written submissions may be requested from the ESCO at the discretion of the Customer. The criteria are not ranked in order of importance.

Experience (Scoring weight: 30%)

ESCOs experience with implementing guaranteed energy and utilities savings contracts (specific branch office or project team members assigned to this project).

Identify qualifications and experience of ESCOs personnel and their professional credentials (P.E., C.E.M., C.E.L.P., G.B.E., L.E.E.D., etc.)

Documented energy, utilities and other savings performance of previous projects

Ability to manage construction and complete all phases of the project on schedule

Quality of *Project His*tory and *Client Reference* documentation

Project Management (Scoring weight: 15%)

Responsiveness to overall Customer goals identified in the RFQ and attachments and Clarity, organization, and level of detail in written submission

Comprehensiveness of management, maintenance and monitoring services offered

Specific benefits to the City and proposed services

Ability to interface with ESCO's project management and team with the City's administration

Demonstrated ability to coordinate project construction with the City, its project team and any consultants, local utility providers, subcontractors, equipment suppliers, facility personnel and occupants, A high priority will be given to the facility occupant hours of operation and preference of duration of any interruption of occupant performance and facility service.

Ability to effectively manage construction, renovation, repair, regular services and emergencies

Quality of provisions for training the City's facility staff and occupants

Clear assignment of responsibility for various project tasks to specific individuals

Ability to complete all phases and requirements of the project improvements on schedule and with minimum interruption to the City's mission, public services and facilities

Quality and ability of communication skills of the ESCO's representatives at the oral interview

Quality of approach to operations and maintenance and *Sample Maintenance Plan*

Quality of monitoring, maintenance, and measurement and verification services on past Projects

Technical Approach (Scoring weight: 30%)

Quality of preliminary technical approach to the project and understanding of existing building systems and conditions

Reliability of equipment performance on past projects

Quality of the *Sample Investment Grade Technical Energy Audit*

Quality of proposed training for facility staff

Identify quality of life improvements for facility staff

Quality of baseline energy and utilities calculations

Quantify environmental improvements (hazardous waste, carbon footprint, etc)

Quality of approach to savings calculations and measurement

Opportunity Assessment for the City based on initial information budget and energy consumption of buildings and facilities provided

Quality of *Sample Measurement and Verification Plan*

Quality *Sample Commissioning Plan*

Documented energy and utilities savings of previous projects managed by the ESCO

Reliability of equipment performance of ESCO's past performance contracting projects based on reference evaluations

Financial (Scoring weight: 25%)

Financial soundness and stability of the ESCO

Reasonableness of proposed audit costs

Willingness to provide open book and actual project implementation costs and ESCO's % markup to include all overhead, engineering, contractor taxes, insurance, bonding, risk, and profit

Ability to arrange project financing and description of available sources including cooperation with the City for and self-generated funds through municipal bonds, local banks, budget surplus, state and federal grants, etc.

Terms of the guarantee of the projects performance

Documentation of ESCO's ability to comply with the minimum bonding and insurance requirements of the project

Quality of Sample Customer Energy and Utilities Savings Report

ESCO's flexibility of contract to accommodate needs and goals of the City of Hattiesburg

The establishment, application, and interpretation of the above criteria shall be solely within the discretion of the Customer. The Customer reserves the right to reject any and all submissions.

The minimum conditions the Customer will accept from the selected ESCO are described below. This section defines the scope of services related to the technical requirements that will be included in any final contract. It also defines the key contractual provisions.

1. **Scope of Services** (Technical Requirements)

The Scope of Services must be included in any performance contract the Customer enters into, and must include the following items at a minimum:

a. Investment Grade **Technical Energy Audit and Report.** The ESCO's proposed contract terms must include the performance and presentation of results from a detailed investment grade technical energy audit and report of acceptable quality to the Customer. If the Customer decides not to enter into a contract after the audit report has been accepted, the Customer agrees to pay the cost of the audit as stated in the submitted response to this RFQ, provided that all contract terms and conditions of the audit have been met by the ESCO. Note: These conditions have been described previously and can be negotiated into the audit contract. Debt service for each measure is not likely to provide useful information unless there is something specific to MS law that requires it.

b. **Standards of Comfort.** Specific standards of comfort, safety and functionality will not be degraded from the existing condition and/or shall meet minimum established industry standards. The ESCO will be responsible for maintaining the levels of comfort for each building as specified in the Technical Facility Profile or in any final agreement. Persistent failure to maintain the defined climate and lighting conditions will constitute a default.

c. **Professional Engineer Involvement.** A registered professional engineer must, at a minimum, review and approve design work done under this contract. The engineer may be an employee of the ESCO but must be licensed and registered in Mississippi.

d. **Guaranteed Savings.** The Customer requires a minimum annual savings guarantee. If the project does not generate the guaranteed level of savings in any given year, the ESCO will be responsible for reimbursing the Customer the amount of necessary to pay for annual project financing and all related contract obligations. Excess savings will not be used to reimburse the ESCO for any payments made due to shortfalls in other years or be credited to future annual savings guarantees.

e. **Annual Interest Rate.** The annual rate of interest paid under any lease-purchase agreement entered into by the Customer shall not exceed the maximum interest rate to maturity on general obligation indebtedness permitted under §75-17-101 of the Mississippi Code.

f. **Construction Management.** The ESCO will be required to work with current building management and maintenance personnel in order to coordinate construction and provide appropriate training in operations and maintenance of all installed improvements. No equipment or other improvements will be installed that would require the Customer to hire additional personnel unless contract negotiations produce an explicit exemption for a specific installation.

g. **Equipment Standardization.** All equipment installed that is comparable to similar equipment at other sites operated by the Customer shall be of the same manufacturer for standardization of equipment City wide and/or for compatibility with existing systems, unless otherwise accepted by the Customer.

h. **Maintenance Manuals.** At least (3) maintenance manuals for each site will be provided for all equipment replacements and/or upgrades at each location. Manuals are subject to approval of Customer.

i. **As-Built Drawings.** Where applicable, ESCO must provide mylar, reproducible "as built" and record drawings (or such electronic equivalents as may be agreed to with the Customer) of all existing and modified conditions associated with the project, conforming to typical engineering standards. These should include architectural, mechanical, electrical, structural, and control drawings and operating manuals within 30 days of completion of installation.

j. **Maintenance Services.** Maintenance services shall be negotiated between the Customer and ESCO and described in the detail in the final contract. Following the installation and implementation of improvements, the ESCO will be responsible for maintaining and monitoring the measures to ensure optimal performance, however, the City has the option to decline these services or negotiate for a reduced term of services. All maintenance and monitoring fees will be paid through guaranteed savings.

k. **Training:** The ESCO will be required to train the Customer's operational and maintenance personnel in all aspects of efficiency operating and maintaining all equipment and systems of all installed improvements. Training and retraining shall include all existing and new personnel responsible for operation and maintenance of all installed improvements during the term of the contract.

l. **Continuing City Activities.** The City of Hattiesburg reserves the right to make energy and utilities improvements to the work sites and to monitor the performance of the installations independently of the ESCO. Additionally, the Customer may wish to integrate other identified capital needs with ESCO projects, which may or may not contain energy and utilities savings opportunities.

2. Contractual Provisions

Key elements that must be provided for in any performance contract that Customer enters into will, at a minimum, include the following:

a. **Written Submissions.** The contents of the ESCO's submissions in response to this solicitation will become part of any final agreement between the Customer and the contractor.

b. **Meeting Project Schedule.** The ESCO must provide a final schedule of project milestones including equipment-servicing and preventive maintenance provisions that will become part of any final contract. ESCO is responsible for meeting schedule deadlines. In the event any milestone or service provision is not met as scheduled without prior approval from the Customer, the Customer reserves the right to consider it a default and withdraw from all contractual obligations without penalty.

c. **Customer Inspection.** The Customer must have the right to inspect, test and approve the work conducted in the facilities during construction and operation. The Customer shall have the right and access to the account books, records, and other compilations of data that pertain to the performance of the provisions and requirements of this agreement. This is covered below by the open book pricing requirement. Records shall be kept on a generally recognized accounting basis, and calculations will be kept on file in legible form and retained for three years after close-out. The Customer retains the right to have its representative visit the site during the analysis and implementation phases of the project, and to attend relevant on-site or off-site meetings of the ESCO and/or its subcontractors.

d. **Final Approval of Customer.** The Customer retains final approval over the scope of work and all end-use conditions.

e. **Repayment of Project Financing.** The repayment obligation and term of the financing for this project must be arranged to coincide with the acceptance by the Customer that the project is fully installed and functioning.

f. **Property of Drawings, Reports and Materials.** All drawings, reports and materials prepared by the ESCO specifically in performance of this contract shall become the property of the Customer and will be delivered to the Customer as needed or upon completion of construction.

g. **Compliance.** All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations such as building codes and appropriate accreditation, certification and licensing standards. Work must be in accordance with sound engineering and safety practices and in compliance with all Customer regulations relative to the premises. The ESCO and its subcontractors will be responsible for obtaining any and all required governmental permits, consents and authorizations, and for payment of any and all state and city required taxes and fees which result from is contract. The contract must comply with the statutory provisions of §31-7-14 of the Mississippi Code.

h. **Handling of Hazardous Materials.** All work completed under this contract must be in compliance with all applicable federal, state and local laws, rules and regulations regarding waste disposal and treatment/disposal of any hazardous materials that could result from this project. Work must also be in accordance with sound engineering and safety practices, and in compliance with all reasonable Customer rules relative to the premises. In the event the ESCO encounters any such materials, the ESCO shall immediately notify the project manager and stop work pending further direction from the project manager. The Customer may, in its sole discretion, suspend work on the project pending removal of such materials or terminate this Agreement.

i. **Methodology to Adjust for Changes.** The contract must contain a mutually acceptable clause whereby unanticipated changes in facility use, occupancy, schedule and/or utility rates can be accommodated in a fair manner agreeable to both parties.

j. **Hiring and Wage Requirements.** The ESCO will comply with all requirements for the payment of prevailing wages, and for minority and women-owned business enterprises.

k. **Subcontractor Approval.** The Customer retains the right to approve any ESCO selected subcontractor prior to its commencement of work on this project. Preference will be give for the use of qualified local subcontractors.

l. **Bonding Requirements.** The ESCO will provide to the Customer assurance of completion in the form of separate performance and labor and material payment bonds, each in the sum of 100 percent of all subcontracts.

m. **ESCO Insurance.** Prior to the commencement of work, the ESCO must provide evidence of the required levels of insurance for both the construction and operations phases of the project. ESCO shall be fully responsible for providing Worker's Compensation or other insurance coverage for itself and its employees and the City shall have no responsibility of liability for such coverage.

n. **ESCO General Liability Insurance.** The ESCO shall provide to the Customer a Certificate of Insurance issued by the insurance carrier, showing the ESCO to have in effect during the term of the Contract a general Liability Insurance policy which shall be the primary coverage for ESCO's activities under the Contract and all equipment, software and systems including training of any type which are part of this RFQ.

The required insurance coverage shall be listed with a minimum coverage of at least Five Million Dollars ($5,000,000.00) per accident and shall be provided by an insurance company

authorized by the State of Mississippi to transact business in the State of Mississippi. Furthermore, the Customer shall be named insured under such policy. ESCO shall submit a Certificate of Insurance verifying said coverage upon execution of this Agreement and also any notices of renewals of such policy as they occur.

o. **Construction and Building Permits.** The ESCO(s) will be responsible for acquiring all required local, state, and federal permits associated with the implementation of recommended improvements.

p. **Guaranteed Cost Savings.** Improvements and services must result in guaranteed minimum annual energy, utilities and O&M savings option, as well as guaranteed minimum levels of occupant comfort, and improved environmental conditions. A guarantee is required to equal the calculated savings attributable to all energy and operating saving measures during the contract period, in accordance with §31-7-14 of the Mississippi Code, as amended. The combined savings achieved by the installed projects must be sufficient to cover all project costs including debt service and contractor fees maintenance, monitoring and other services, for the duration of the contract term. At a minimum, the savings guarantee should be structured to correspond to the annual financing costs associated with the project. Payments must be linked to actual measured post-retrofit improvements as compared to building performance before the installation of any energy systems and service improvements. Annual cost savings derived from such improvements beyond the guaranteed minimum savings will be held by Customer, and will not be allocated to shortfalls in other years or credited to future annual savings guarantees.

q. **Applicability of O&M savings.** Any O&M cost savings related to maintenance and operation of the facilities will be rigorously reviewed and, if agreed to, will be limited to those that can be thoroughly documented and approved by the Customer.

r. **Open Book Pricing.** Open book pricing will be required such that the ESCO will fully disclose all costs, including all subcontractor and vendor costs. The ESCO will maintain cost accounting records on authorized work performed to reflect actual costs for labor and materials and any other expense or other basis requiring accounting records. The ESCO must afford the City access to these records and preserve them for a period of three (3) years after final payment. Costs will be evaluated through price analysis to compare costs with reasonable criteria such as establishing catalog and market prices.

s. **Disclosure of Cost Markups.** The pricing methodology and individual cost markups disclosed during preliminary contract negotiations will be required to be applied to any measures included in any subsequent technical analysis or performance contract. ESCO(s) will be required to identify all mark ups, overhead, profit, and other related expenses above the actual project costs.

t. **Annual Reconciliation.** Annual savings will be reconciled and verified each year as specified in the final contract.

u. **Contract Term.** No contract shall exceed 15 years in duration and is subject to annual appropriations.

v. **Contract Expiration and Renegotiation.** At the time of contract expiration, the Customer will have the option either to renegotiate the contract or terminate it without penalty.

w. **Contract Renegotiation.** Customer reserves the right to renegotiate the awarded contract if warranted, due to changes in the regulatory or utility climates or in the Customer's use of energy.

x. **Post-Contract Preventive Maintenance Schedule.** Upon completion of the contract, the ESCO shall provide to Customer a single comprehensive schedule of necessary preventive maintenance for all installations for the five (5) years following contract close-out.

y. **Assignment Approval.** The Customer will have the right of approval for assignment of the performance contract to a different ESCO.

z. **Non-Appropriations Clause.** Payments will be subject to annual appropriation in accordance with the provisions contained in §31-7-14 of the Mississippi Code, as amended.

ATTACHMENT D
ESCO PROFILE FORM AND ESCO QUALIFICATIONS AND APPROACH TO PROJECT

WRITTEN SUBMITTAL INFORMATION

General Information:

Failure to complete any question in whole or in part, or any deliberate attempt by the respondent to mislead the Customer, may be used as grounds to find the proposing ESCO ineligible.

All submissions become the property of Customer and will not be returned to the ESCO.

All costs associated with submission preparation will be borne by the submitting ESCO.

Please use double-sided copying where possible to reduce paper use.

Submit The Following:

a. **Attachment D: "ESCO Profile Form" and "ESCO Qualifications and Approach to Project"**

Quantity: The Original and **SEVEN (7)** copies; **One for each** ***review committee member),*** including original.

b. Companies are required to submit the following number of copies of the following documents:

Sample Investment Grade Energy Audit	7 copies
Sample Savings Measurement and Verification Plan	7 copies
Sample Project Commissioning Plan	7 copies
Sample Maintenance Plan	7 copies
Sample Customer Savings Report	7 copies
Audited Financial Statements	7 copies

c. **Cover Sheet** to accompany each of the above submittal, as given below.

To: The City of Hattiesburg, Mississippi; City Clerk's Office; Hattiesburg City Hall; 200 Forrest Street; Hattiesburg, MS 39401:

Response to RFQ - Energy Performance Contracting Services

Date: _____
From: _____

Firm Name: _____
Address: _____
General Phone Number: _____

Contact Person Name: _____
Title: _____
Phone: _____
Fax: _____
E-mail Address (if applicable): _____

Submit To:
The City of Hattiesburg, Mississippi;
Attention: City Clerk
City Hall; 200 Forrest Street;
Hattiesburg, Mississippi 39401

Due Date:
Submittal must be *received* at the above address no later that _____ *(insert time)* on or before _____ *(insert date).*

For further information, please contact:
(insert all necessary contact information)

ESCO PROFILE FORM

NOTES:

- *ESCO may request an electronic copy of this form for easier preparation.*
- *ESCO must address all questions. If not applicable, enter "N/A. ".*

1. General Firm Information

FIRM'S NAME:		
MAILING ADDRESS:		
PHYSICAL ADDRESS:		
CITY:	STATE:	ZIP:
COUNTY:		
PHONE:		
FAX:		
E-MAIL:		
WEBSITE:		

Names, Titles and Phone Number of two principal contact persons:

NAME	TITLE	PHONE

Submittal is for: [ ] Parent Company [ ] Division [ ] Subsidiary [ ] Branch Office

List any Division or Branch Offices that will participate materially in the development of the submission, and/or in the conduct of any services provided.

Name of Office: _____

Address: _____

Name and Address of Parent Company (if applicable)

Name: _____

Address: _____

Former Name(s) of Firm (if applicable)

Name: _____

Address: _____

2. Date Prepared: _____

3. Type of Firm: [ ] Corporation [ ] Partnership [ ] Sole Ownership [ ] Joint Venture

4. Federal Employer Identification Number: _____

5. Year Firm was established: _____

6. Please indicate if your firm is a recognized as a Minority Business Enterprise.

[ ] Yes [ ] No

If yes, please indicate the appropriate category.

[ ] American Indian
[ ] Spanish Surname
[ ] Asian-American
[ ] Female-Owned
[ ] Black
[ ] Other

7. Five year summary of contract values for energy performance contracts implemented and currently under contract with your firm

20__: $_____ (to date) 20__: $_____

20__: $_____ 20__: $_____

20__: $_____

Indicate the number of all energy performance contracting projects implemented by and currently under contract with your firm. Limit your response to ONLY those projects that have been managed directly by the specific branch, division, office or any individual in such branch, division or office that will be specifically assigned to this project. Attach additional sheets as necessary.

Estimate of total value for all energy performance contracts that are currently in repayment and under contract with your firm: $_____ (total value) as of _____ date.

8. Corporate background/historical data

a. How many years has your firm been in business under its present business name?
Years_____

b. Indicate all other names by which your organization has been known and the length of time known by each name.

_____

_____

c. How many years has your firm been involved in energy-related business?
Years_____

d. Please identify all states in which your firm is legally qualified to do business.

_____

9. PERSONNEL INFORMATION

a. Please indicate the number of full time personnel employed by your firm and the percent available to work on this project.

b. Briefly describe the relevant experience, qualifications and educational background for each individual team member assigned to this project using the format provided on the following page. **Do not include individual resumes in lieu of this information.**

Personnel Information	
Name of project team member:	
Current job title: Job responsibilities: Number of years with ESCO: Primary office location:	
Employment History Company name: Primary job responsibilities: Number of years with firm:	
Educational Background List all academic degrees, certifications, professional affiliations, relevant publications and technical training.	
List all energy performance contracting projects this individual has been involved with during the past five years; include project location, type of facilities, year implemented and dollar value of installed project costs.	
Describe the specific role and responsibilities this individual had for each listed project.	
Provide a detailed description of the role and responsibilities this individual will have for the duration of this project.	
Describe any other relevant technical experience.	
Indicate the total years of relevant energy-related experience for this individual.	

c. Submit an organizational chart that clearly identifies the roles and relationships of all key team members.

d. Please certify that your company does not owe the State of Mississippi any taxes.

e. Please certify that your company is not currently under suspension or debarment by the State of Mississippi, any other state, or the federal government.

f. Please identify your firm's legal counsel for this project. Give the name and address of the primary individual responsible for contract negotiation.

10. FINANCIAL REFERENCES

a. Please attach an audited financial statement or your firm's most recent annual report.

b. Please attach the most recent year-ending Statement of Financial Conditions, including balance sheet and income statement, dated within twelve months of filing this ESCO Profile Form.

c. Please provide the name, address, and the telephone number of firm(s) that prepared Financial Statements.

11. PROJECT HISTORY

Using the following forms, list at least FIVE (5) energy performance contracting projects currently under contract with your firms that are in repayment with at least one full year's worth of saving data. Please provide at least two (2) reference projects the ESCO has performed in the state of Mississippi. Projects with installed costs of less than $500,000.00 or single technology projects (e.g. lighting only, controls only, etc.) will not be considered. Attach additional sheets as necessary. Please put an asterisk by those project references involving buildings similar to the building(s) described in the technical appendices. **All information is required.**

Project History	
Project Name and Location	
Type of Facility(s)	
Project Dollar Amount (installed project actual costs and ESCO's markup)	
Primary ECMs Installed	
Construction Start Date Completion End Date	
Contract Start & End Dates	
Project Schedule. Indicate if the project was completed on schedule. If not, please explain.	
Dollar Value of **Projected** Annual Energy Savings	
Dollar Value of **Guaranteed** Annual Energy Savings	
Dollar Value and Type of Annual Operational Cost Savings (if applicable) (e.g., outside maintenance contracts, material savings, etc.)	
Method(s) of Savings Measurement and Verification	

Project History	
Identify all ESCO personnel associated with this project and their specific role(s) and responsibility(s)	
Provide current and accurate telephone and facsimile numbers of the owner(s)' representatives with whom your firm did business on this project. You should ensure that all representatives are familiar with this project.	

For each project described above, complete the following table:

Annual Energy Savings Table

Name of Project:_____ **Name of ESCO:**_____

	Projected	Guaranteed	Achieved				
			Year 1	Year 2	Year 3	Year 4	Year 5
KWH							
KW							
Therms							
Water Gallons							
Other (Specify)							

NOTE: All questions must be addressed by the ESCO in order for this qualification form to be properly completed. Failure to answer any question, or comply with any directive contained in this form may be used as grounds to find a respondent ineligible. If a question or directive does not pertain to your organization in any way, please indicate that fact with the symbol N/A. For additional space attach 8-1/2" x 11" sheets and indicate reference number (i.e., 12a, 12b, etc.) to correspond with each question.

12. INVOKED SAVINGS GUARANTEES

a. Please provide a list of projects and appropriate contact information for which payment was made under the savings guarantee.

b. Please provide a list of projects and appropriate contact information for which payment under the savings guarantee was claimed but for which no payment was eventually made. Please explain the resolution of the matter such that a payment was not made.

c. Please provide a complete list of all projects that in the last 15 years:

i. Have canceled or non-appropriated a performance contract with the respondent (list reason); or

ii. Have past or pending lawsuits or litigation regarding a performance contract with a customer (list reasons); or

iii. Have past "out of court" settlements regarding a performance contract (list reasons).

d. In addition to litigation, please provide a complete list of all projects nationwide where there was either a criminal indictment or a conviction relating to the conduct of a performance contract. This includes officers and representatives of the company, as well as public officials connected with the project.

e. If any of the above does not apply, provide an acknowledgment letter stating each that does not apply, signed by an officer of the respondent company. (Please include title of company officer). Failure to provide accurate and complete information as requested is grounds for disqualification.

13. AUTHORIZATION

a. Dated at _____this _____day of _____19_____.

Name of Organization: _____
_____
_____

By_____

Title _____

14. NOTARY STATEMENT

a. Mr./Ms._____ being duly sworn deposes and says that he/she is the_____of _____, ESCO, and that answers to the foregoing questions and all statements therein contained are true and correct.

b. Subscribed and sworn before me this _____ day of_____ 20_____.

Notary Public _____

My Commission Expires _____ 20_____

ESCO QUALIFICATIONS AND APPROACH TO PROJECT

Please provide answers to each category listed below. Provide your responses on 8-1/2" x 11" sheets of paper and number and title each answer to the corresponding category. A table of contents should be included and all pages in your response to this attachment numbered sequentially. The font size should be no smaller than 10 point. Submissions will be evaluated in light of the material and substantiating evidence presented and not on the basis of what is inferred.

1. General Approach

1.1 Project Summary (not to exceed 5 pages)

Summarize the *Scope of Services* (design, financial, operations, maintenance, training, etc.) that would be offered by your firm for this project. Please include a brief description of your firm's *Approach to Project Management* and the *Specific Benefits* to the Customer.

1.2 Training Provisions

Please describe your firm's capabilities and proposed approach to provide technical training for the Customer's facility personnel. Please describe your firm's involvement in developing training manuals for facility staff and indicate any specific areas of training you may likely recommend for this project. Please describe your firm's approach to implementing and measuring the savings associated with behavior modification strategies.

1.3 Price for Investment Grade Technical Energy and Utilities Audit

Estimate the total cost of the investment-grade technical energy audit to the Customer, if no contract is negotiated. ESCO is encouraged to use cost guidelines as established by the Mississippi Development Authority-Energy Division.

1.4 Energy Baseline Calculation Methodology and Measurement and Verification Plan

Describe the methods used to compute baseline energy use. Describe any computerized modeling programs used by your firm to establish baseline consumption. Please summarize procedures, formulas, and methodologies including any special metering or equipment your firm will use to measure and calculate energy savings for this project. Describe the methods used to adjust the guaranteed level of savings from any material changes that occur due to factors such as weather occupancy, facility use changes, etc. Provide a project-*specific Sample Measurement and Verification Plan*. Indicate any operational cost savings opportunities and how such savings are to be identified, documented, and measured. Describe your firm's proposed approach to treatment of savings achieved during construction and how those savings will be documented and verified.

1.5 ESCO Fee Calculation

Please describe the methods for calculating your firm's fees as a function of the project's energy saving performance. Please describe the specific services your firm will be paid for over the contract term. Describe the method by which you will be paid for those services and how often payments will be made. Describe your firm's overhead, profit, and pricing policies for these types of projects. Describe your firm's approach to and experience in providing open-book pricing.

1.6 Savings Guarantee Calculations

Please provide a copy of your firm's savings guarantee language and describe your approach to the annual reconciliation of savings. Describe your procedures and schedule for measuring the project's financial performance, and how the guarantee provisions work in the event that project results vary from projections. Describe your firm's methodology for establishing the guarantee of the project's financial performance. Also describe how excess savings will be documented for the Customer's benefit.

1.7 Sample Customer Savings Report

Please describe your firm's standard billing procedures and attach a S*ample Customer Savings Report* from a completed energy performance-contracting project currently in repayment.

1.8 Provision of Financing

Please briefly describe the types of financing arrangements used by your firm for past performance contracting projects. Describe your firm's preferred approach to providing or arranging financing for this project including a description of the source of funds and the potential dollar amounts currently available to your firm to finance these types of projects. Please indicate what representative interest rates may be available, financing terms, and other variable economic factors associated with each method that you are aware of at the time of this submission. Describe how construction will be financed. Include your firm's bonding references including company name, address, contact person, telephone number and information on your firm's maximum bonding capability

1.9 Investment Grade Technical Energy Audit

Please give a general description of your technical auditing and analysis procedures and any anticipated involvement of the Customer's personnel in the provision of technical data and/or other support required or to be requested for the audit phase of this project.

2. Site Specific Approach

2.1 Technical Site Analysis

Based on your preliminary assessment of the Customer's facilities and information provided, please describe any equipment modifications, installations or replacements at the facilities that your company would consider installing as a part of this project. Please discuss site conditions, status of building systems, and needs of the Customer.

2.2 Equipment Maintenance Services

Please describe any major changes in operations or maintenance for the facility that your company foresees based on your site visit and the types of maintenance services likely to be included in this project. Please address how you would approach the role of the Customer's personnel in performing maintenance on existing and new equipment. Please discuss the relationship of maintenance services to the savings guarantee, any required length of the maintenance agreement and what impact termination of maintenance prior to the end of the contract term, would have on the savings guarantee. Please submit a *Sample Maintenance Plan* from a completed project that is similar in size and scope.

2.3 Project Commissioning

Please describe your firm's approach to equipment commissioning. Please provide a *Sample Commissioning Plan* from a completed performance contract implemented by your firm.

2.4 Construction Planning

Please describe your firm's proposed approach to scheduling and completion of work required to implement a performance contract in the Customer's facility(s).

Mayor Johnny L. DuPree, Ph.D.

Council-Ward 1	Council-Ward 2	Council-Ward 3	Council Ward 4	Council-Ward 5
Kim Bradley	Deborah Denard Delgado	Carter Carroll	Mary Dryden	Henry Naylor

CITY OF HATTIESBURG PLAN HOLDER'S FORM

Mandatory

If you or your company is interested in bidding the mentioned project, you must complete this form. You must provide the City Clerk's Office with this necessary information in order to receive addendums, information regarding the project, and to be listed on the Plan Holders list.

You may send this list back to me by the following methods:

Email- keaton@hattiesburgms.com
Fax- (601) 584-4892
Attn: Kermas Eaton/ City Clerk's Office

Project Name: _____

Name of Company: _____

Contact Person: _____

Street Address: _____

City: _____

State: _____

Zip: _____

Telephone: _____

Fax: _____

Email Address: _____

City of Hattiesburg, MS

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

Master

File Number: 2014-1057

File ID:	2014-1057	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/15/2014
Brief Title:	Sale of grave spaces.			**Final Action:**	
				Minute Book Number:	MB2014-119

Title:
Approve the sale of grave spaces, per attached memo.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Grave Deeds for April 2014, Grave Space List, Receipts for grave spaces april 2014, executed Grave Deeds for April 2014	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014					

Text of Legislative File 2014-1057

Title
Approve the sale of grave spaces, per attached memo.

Summary
Grave spaces.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

CORRECTED

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE THOUSAND FOUR HUNDRED AND NO/100 Dollars ($1,400.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Wade and Ramona Lisa Wicht subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot Number 95 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing eight (8) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22th day of April 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22th day of April , 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, John H Kirk , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE 1/4)

Lot Number 28 Section 33

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22th day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22th day of April , 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE THOUSAND FIFTY AND NO/100 Dollars ($1,050.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Kenneth & Alisa Sewell, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E1/2)
Lot 62 Section 37
And

Southeast Quarter(SE 1/4)
Lot 55 Section 37

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
six (6) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22nd day of April, 2014.

My Commission Expires: _____
NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Hugh A Jones Jr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half(N1/2) of the Northeast Quarter(NE1/4)

Lot Number 30 Section Number:35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22th day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22th day of April, 2014.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Oike Luther III subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Northwest Quarter(NW1/4)

Lot Number 35 Section Number:34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22th day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22th day of April, 2014.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Marilyn Mitchell subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half(N1/2) of the Northeast Quarter(NE1/4)

Lot Number 22 Section Number:32

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22th day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22th day of April, 2014.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Heather Grazely subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half(N1/2) of the Northwest Quarter(NW1/4)

Lot Number 88 Section Number:37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22th day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22th day of April, 2014.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Patricia M Lee , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE 1/4)

Lot Number 48 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22th day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
DEPUTY CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22th day of April , 2014.

My Commission Expires: _____
NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Clinton Lee Strebeck subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Southwest Quarter(SW1/4)

Lot Number 40 Section Number:35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22th day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22th day of April, 2014.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars ($150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Hattie Robinson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½)
of the
Northwest Quarter (NW¼)

Lot Number:74 Section Number:2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22nd day of April, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars ($150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Samuel Burel Croon, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½)
of the
Northeast Quarter (NE¼)

Lot Number: 123 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22nd day of April, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars ($150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Albert D Ward Jr., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½)
of the
Southeast Quarter (SE¼)

Lot Number:86 Section Number:2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22nd day of April, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars ($150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Elbert Balam, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½)
of the
Northeast Quarter (NE¼)

Lot Number:62 Section Number:1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22nd day of April, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars ($150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Vickie Faye McLaurin, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½)
of the
Southwest Quarter (SW¼)

Lot Number:83 Section Number:1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22nd day of April, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Charles O Kelly subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Southwest Quarter(SW1/4)

Lot Number 36 Section Number:34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22th day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22th day of April, 2014.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jack Alford Jr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Southwest Quarter(SW1/4)

Lot Number 10 Section Number:32

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22th day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22th day of April, 2014.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Susan K Loftin subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half(E1/2) of the Northeast Quarter(NE1/4)

Lot Number 135 Section Number:9

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22th day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22th day of April, 2014.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Kuionshea Williams subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Southwest Quarter(SW1/4)

Lot Number 78 Section Number:37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22th day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22th day of April, 2014.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Larry and Patti Mowery, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE 1/4)

Lot Number 49 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22th day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
DEPUTY CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22th day of April , 2014.

My Commission Expires: _____
NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of FORTY-FIVE AND NO/100 Dollars ($45.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Baby Adams, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #4

Lot Number: 1 Section Number: 3

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22st day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22st day of April, 2014.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Brandy Davis, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW 1/4)

Lot Number 46 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22th day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
DEPUTY CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22th day of April , 2014.

My Commission Expires: _____
NOTARY PUBLIC

_____

TO: CITY COUNCIL

FROM: Robert Harvey, General Manager of Cemeteries

DATE: April 22, 2014

RE: Grave Sells

The following represents the grave spaces sold from March 5. 2014 through April 9, 2014:

Wade and Ramona Lisa Wicht
(8) spaces $1400.00
Lot 95, Section 37, Highland Cemetery

John H Kirk
(2) spaces $350.00
Northeast Quarter (NE1/4)
Lot 28, Section 33, Highland Cemetery

Kenneth and Alisa Sewell
(6) spaces $1050.00
East Half (E1/2)
Lot 62, Section 37, Highland Cemetery
Southeast Quarter (SE1/4)
Lot 55, Section 37, Highland Cemetery

Hugh A Jones, Jr
(1) space $175.00
North Half (N1/2) of the Northeast Quarter (NE1/4)
Lot 30, Section 35, Highland Cemetery

Oike Luther, III
(1) space $175.00
South Half (S1/2) of the Northwest Quarter (NW1/4)
Lot 35, Section 34, Highland Cemetery

Marilyn Mitchell
(1) space $175.00
North Half (N1/2) of the Northeast Quarter (NE1/4)
Lot 22, Section 32, Highland Cemetery

Heather Grazely
(1) space $175.00
North Half (N1/2) of the Northwest Quarter (NW1/4)
Lot 88, Section 37, Highland Cemetery

Patricia M Lee
(2) spaces $350.00
Northeast Quarter (NE1/4)
Lot 48, Section 36, Highland Cemetery

Clinton Lee Strebeck
(1) space $175.00
South Half (S1/2) of the Southwest Quarter (SW1/4)
Lot 40, Section 35, Highland Cemetery

Baby Adams
(1) space $45.00
Baby Space #4
Lot 1, Section 3, Highland Cemetery

Kuionshea Williams
(1) space $175.00
South Half (S1/2) of the Southwest Quarter (SW1/4)
Lot 78, Section 37, Highland Cemetery

Larry and Patti Mowery
(2) spaces $350.00
Southeast Quarter (SE1/4)
Lot 49, Section 37, Highland Cemetery

Susan K Loftin
(1) space $175.00
East Half (E1/2) of the Northeast Quarter (NE1/4)
Lot 135, Section 9, Highland Cemetery

Jack Alford, Jr
(1) space $175.00
South Half (S1/2) of the Southwest Quarter (SW1/4)
Lot 10, Section 32, Highland Cemetery

Charles O Kelly
(1) space $175.00
South Half (S1/2) of the Southwest Quarter (SW1/4)
Lot 36, Section 34, Highland Cemetery

Brandy Davis
(2) spaces $350.00
Northwest Quarter (NW1/4)
Lot 46, Section 35, Highland Cemetery

Samuel Burel Croon
(1) space $150.00
West Half (W1/2) of the Northeast Quarter (NE1/4)
Lot 123, Section 1, South Hill Cemetery

Albert D Ward, Jr
(1) space $150.00
South Half (S1/2) of the Southeast Quarter (SE1/4)
Lot 86, Section 2, South Hill Cemetery

Elbert Balam
(1) space $150.00
West Half (W1/2) of the Northeast Quarter (NE1/4)
Lot 62, Section 1, South Hill Cemetery

Vickie Faye McLaurin
(1) space $150.00
West Half (W1/2) of the Southwest Quarter (SW1/4)
Lot 83, Section 1, South Hill Cemetery

Hattie Robinson
(1) space $150.00
South Half (S1/2) of the Northwest Quarter (NW1/4)
Lot 74, Section 2, South Hill Cemetery

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4/2/ 2014

SOLD TO:

~~Mr.~~ ~~Mrs.~~ ~~Miss.~~ Larry and Patti Mowery

ADDRESS 2324 Adeline St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

___ 1/2 SE 1/4 Lot No. 49 Section No. 37 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

CH# 2532

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 3/28/ 2014

SOLD TO:

~~Mr.~~ ~~Mrs.~~ ~~Miss.~~ Baby Adams

ADDRESS 622 New Orleans St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

Baby Space #4 1/2 Lot No. 1 Section No. 3 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 45.00

Price Received $ 45.00

Check 10792

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4-9 2014

SOLD TO:

Mr.. Mrs. Miss Brandy Davis

ADDRESS 134 Saucier Dr Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

___ 1/2 NW 1/4 Lot No. 46 Section No. 35 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350

CITY OF HATTIESBURG, MISSISSIPPI

A Dollar Mo.

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4/8/ 2014

SOLD TO:

~~Mr., Mrs. Miss~~ Jack Alford Jr

ADDRESS 622 New Orleans St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 10 Section No. 32 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

check 10807

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4/4/ 2014

SOLD TO:

~~Mr., Mrs. Miss~~ Susan K Joffin

ADDRESS 114 S 24th Ave Apt #803 Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 NE 1/4 Lot No. 135 Section No. 9 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 3/29/ 2014

SOLD TO:

~~Mr., Mrs. Miss~~ Kuionshea Williams

ADDRESS 46 Bermuda Drive Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 78 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 3/17/ 2014

SOLD TO:

~~Mr.~~ ~~Mrs.~~ ~~Miss~~ Elbert Balam

ADDRESS 622 New Orleans St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W ½ NE ¼ Lot No. 62 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space $ 150.00

Price Received $ 150.00

check 10772

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hunton
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 3/17/ 2014

SOLD TO:

~~Mr.~~ ~~Mrs.~~ ~~Miss~~ Vickie Faye McCaurin

ADDRESS 251 N Washington Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W ½ SW ¼ Lot No. 83 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space $ 150.00

Price Received $ 150.00

check 6554

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hunton
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 4/8/ 2014

SOLD TO:

~~Mr.~~ ~~Mrs.~~ ~~Miss~~ Charles O Kelly

ADDRESS 910 E 7th St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SW ¼ Lot No. 36 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

check 1416

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hunton

mail to:
34 Silver Maple Trail
Petal, MS 39465

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 3/21/ 2014

SOLD TO:

~~Mr. Mrs. Miss~~ Hattie Robinson

ADDRESS 570 Barry St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NW ¼ Lot No. 74 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space $ 150.00

Price Received $ 150.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Nolan R Hinton
Supt. of City Cemeteries

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mail to:
59312 West Harbor Drive
Lacombe, LA 70445

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 3/14/ 2014

SOLD TO:

~~Mr. Mrs. Miss~~ Samuel Burel Croon

ADDRESS 223 Mary Magdalene Rd Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W ½ NE ¼ Lot No. 123 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space $ 150.00

Price Received $ 150.00

601-552-4705 (Dorothy McDonald) Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Nolan R Hinton
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 3 - 14 20 14

SOLD TO:

Mr.. Mrs. Miss Albert D Ward Jr.

ADDRESS 624 MaInnis Spring Rd. Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SE ¼ Lot No. 86 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space $ 150 00

Price Received $ 150 00

CITY OF HATTIESBURG, MISSISSIPPI

By John H Williams

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 3/24/ 2014

SOLD TO:

~~Mr. Mrs. Miss~~ Heather Grazely

ADDRESS 2813 Lodero Dr Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 88 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

check 32280

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton

Supt. of City Cemeteries

Mail to:
3 Hunters Way
Purvis, MS 39475

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 3/24/ 2014

SOLD TO:

~~Mr. Mrs. Miss~~ Patricia M Lee

ADDRESS 208 Bay St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NE 1/4 Lot No. 48 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

check 6666

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton

Supt. of City Cemeteries

Mail to:
200 Richburg Rd Apt 12
Purvis, MS 39475

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 3/25/ 2014

SOLD TO:

~~Mr. Mrs. Miss~~ Clinton Lee Strebeck

ADDRESS 365 Archie Smith Rd Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 40 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss. 3/21/ 2014

SOLD TO:

~~Mr. Mrs. Miss~~ Hugh H Jones Jr.

ADDRESS 829 Brandy Rd Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE 1/4 Lot No. 30 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

check 6572

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss. 3/21/ 2014

SOLD TO:

~~Mr. Mrs. Miss~~ Dike Luther III

ADDRESS 622 New Orleans St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 35 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

check 10979

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton
Supt. of City Cemeteries

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mail to:
PO Box 1192
Petal, MS 39465

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss. 3/21/ 2014

SOLD TO:

~~Mr. Mrs. Miss~~ Marilyn Mitchell

ADDRESS 1610 James St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE 1/4 Lot No. 22 Section No. 32 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., MARCH 5 2014

SOLD TO:

Mr.. Mrs. Miss WADE WICHT + Ramona LISA WICHT

ADDRESS 118 PENCHEWS DR, HATTIESBURG, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

____ 1/2 ____ 1/4 Lot No. 95 Section No. 37 in HIGHLAND Cemetery

Number of grave spaces 8 Price per grave space $ 175.00

Price Received $ 1400.00

CITY OF HATTIESBURG, MISSISSIPPI

By Andy Parker
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 3/11/ 2014

SOLD TO:

~~Mr.. Mrs. Miss~~ John H. Kirk

ADDRESS 102 Richwood Dr Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

____ 1/2 NE 1/4 Lot No. 28 Section No. 33 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

Check 281

CITY OF HATTIESBURG, MISSISSIPPI

By Adam K. Hinton
Supt. of City Cemeteries

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mail to:
12 Marshal Place
Petal, MS 39465

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 3/13/ 2014

SOLD TO:

~~Mr.. Mrs. Miss~~ Kenneth and Alisa Sewell

ADDRESS 1781 Bonhomie Rd Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 ____ 1/4 Lot No. 62 Section No. 37 in Highland Cemetery
and SE1/4 55 37

Number of grave spaces 6 Price per grave space $ 175.00

Price Received $ 1050.00

check 1966

CITY OF HATTIESBURG, MISSISSIPPI

By Adam K. Hinton

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

CORRECTED

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE THOUSAND FOUR HUNDRED AND NO/100 Dollars ($1,400.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Wade and Ramona Lisa Wicht subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot Number 95 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing eight (8) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22th day of April 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett (DC)
DEPUTY CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22th day of April, 2014.

My Commission Expires:

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, John H Kirk , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE 1/4)

Lot Number 28 Section 33

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22th day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett (DC)
DEPUTY CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22th day of April, 2014.

My Commission Expires:

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE THOUSAND FIFTY AND NO/100 Dollars ($1,050.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Kenneth & Alisa Sewell, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E1/2)
Lot 62 Section 37
And

Southeast Quarter(SE 1/4)
Lot 55 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing six (6) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of April, 2014.

ATTEST:

Connie Everett (DC)
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22nd day of April, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
KERMA BRATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Hugh A Jones Jr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half(N1/2) of the Northeast Quarter(NE1/4)

Lot Number 30 Section Number:35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22th day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett (SC) Johnny L. DuPree

DEPUTY CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22th day of April, 2014.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Marilyn Mitchell subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half(N1/2) of the Northeast Quarter(NE1/4)

Lot Number 22 Section Number:32

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22th day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett (DC)
DEPUTY CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22th day of April, 2014.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Patricia M Lee , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE 1/4)

Lot Number 48 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22th day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett (D.C.)
DEPUTY CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22th day of April , 2014.

My Commission Expires:

STATE OF MISSISSIPPI
TERMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Clinton Lee Strebeck subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Southwest Quarter(SW1/4)

Lot Number 40 Section Number:35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22th day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett (DC)
DEPUTY CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22th day of April, 2014.

My Commission Expires:

STATE OF MISSISSIPPI
THOMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars ($150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Samuel Burel Croon, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½)
of the
Northeast Quarter (NE¼)

Lot Number: 123 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett (DC)
DEPUTY CITY CLERK

Johnny L. DuPree
MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22nd day of April, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
KERMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars ($150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Elbert Balam, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½)
of the
Northeast Quarter (NE¼)

Lot Number: 62 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett (DC)
DEPUTY CITY CLERK

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22nd day of April, 2014.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Charles O Kelly subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Southwest Quarter(SW1/4)

Lot Number 36 Section Number:34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22th day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett (DC) Johnny L. DuPree

DEPUTY CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22th day of April, 2014.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jack Alford Jr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Southwest Quarter(SW1/4)

Lot Number 10 Section Number:32

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22th day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett (DC) Johnny L. DuPree

DEPUTY CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22th day of April, 2014.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC FORREST COUNTY ID NO. 87654 Commission Expires 02/12/2016 TERNIAS EATON

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Susan K Loftin subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half(E1/2) of the Northeast Quarter(NE1/4)

Lot Number 135 Section Number: 9

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22th day of April, 2014.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett (DC) Johnny L. DuPree

DEPUTY CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22th day of April, 2014.

STATE OF MISSISSIPPI SUSAN K. VERMAS-LATON ID NO. 67654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Larry and Patti Mowery, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE 1/4)

Lot Number 49 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22th day of April, 2014.

ATTEST:

Connie Everett (DC)
DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

Johnny L. DuPree
MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22th day of April , 2014.

My Commission Expires:

STATE OF MISSISSIPPI
KERMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Brandy Davis, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW 1/4)

Lot Number 46 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22th day of April, 2014.

ATTEST:

Connie Everett (DC)
DEPUTY CITY CLERK

(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Connie Everett, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 22th day of April, 2014.

My Commission Expires:

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87054 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

NOTARY PUBLIC

City of Hattiesburg, MS

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

Master

File Number: 2014-1066

File ID:	2014-1066	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/15/2014
Brief Title:	Proof of publications.			**Final Action:**	
				Minute Book Number:	MB2014-119

Title:
Acknowledge proof of publications for the month of March 2014.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Proof of Pub-March 2014	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014					

Text of Legislative File 2014-1066

Title
Acknowledge proof of publications for the month of March 2014.

Summary
Proof of publications.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

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H12998
CITY OF HBURG,
0200459913
TIP Amendment #7

NOTICE FOR PUBLIC COMMENT
Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization
TIP Amendment #7
2012-2015 Transportation Improvement Plan

In compliance with federal regulations 23 CFR 450, the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) is holding a fifteen day (15) day public comment period for proposed Amendment #7 to the 2012-2015 local Transportation Improvement Plan (TIP). The following amendment is requested:

The HPFL-MPO request the construction and installation of 1.12 miles of an eight foot shared use pathway along Newman St and Buschman Street that connects the Train Depot to Chain Park which also includes a covered pathway under the railroad bridge located near Chain Park using federal funds (STP) in the amount of $518,373.00.
Public Comments are encouraged and will be accepted until March 31, 2014. Comments may be submitted to Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization, Monday through Friday, 8:00 a.m. To 4:30 p.m., at the Hattiesburg Intermodal Facility (Train Depot), 308 Newman Street, Hattiesburg, Ms or by sending an e-mail to mpo@hattiesburgms.com.
To ensure compliance with the Americans with Disabilities Act (ADA), persons with disabilities that require aids or services to participate in the review, contact HPFL-MPO office at (601) 545-6325, or e-mail mpo@hattiesburgms.com to make arrangements.

Publish: March 16 & 20, 2014

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/15/2014
3/20/2014

Size: 223 words / 2.00 col. x 36.00 lines
Published: 2 time(s)
Total: $56.06

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/20/2014.

Jennifer J. Brogdon
Notary Public

March 20, 2014
Date

(SEAL)

STATE OF MISSISSIPPI NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

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H12998
CITY OF HBURG,
0200459881
TERM BIDS

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, March 27, 2014, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies, to-wit:

ITEM #17 UNIFORMS FOR THE HATTIESBURG FIRE DEPARTMENT

ITEM #31 LABOR & EQUIPMENT FOR INSTALLATION OF TRAFFIC POLES & SIGNALS

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 A 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 21st day of January, 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Connie Everett

CITY CLERK

(SEAL)

Publish: March 7 & 14, 2014
0200459881-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/7/2014
3/14/2014

Size: 301 words / 1.00 col. x 66.00 lines
Published: 2 time(s)
Total: $73.22

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/14/2014.

Jennifer J. Brogdon
Notary Public

March 14, 2014
Date

(SEAL)

NOTARY PUBLIC
ID # 99911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200460281
PLANNING FOR APRIL

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Ann Chapman, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, to change the zoning classification of certain properties located at 337 N 25th Avenue (Parcel 028K-07-036.00, PPIN 26546, Ward 4), from B-1 (Professional Business) District to B-2 (Neighborhood Business) District. Said property being more particularly described as follows, to-wit:

A part of the Northwest Quarter of the Northwest Quarter (NW ¼ of the NW ¼) of Section 8, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and more particularly described as follow, to-wit:

Begin 1044.4 feet North of the Southeast Corner of the Northwest Quarter of the Northwest Quarter (NW ¼ of NW ¼) of said Section, Township anc Range, and run thence West for a distance of 99.95 feet, thence run North for a distance of 6.00 feet, thence run West for a distance of 100.00 feet, thence run North along the East line of 25th Avenue for a distance of 69.00 feet, thence run East for a distance 199.95 feet, thence run South for a distance of 75.00 feet to the Point of Beginning, said parcel of land is known as 337 N. 25th Avenue, Hattiesburg, Mississippi 39401.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, April 2nd, 2014, 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 11th day of March, 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY:Connie Everett/s/
DEPUTY CITY CLERK

(SEAL)

Publish: March 14, 2014
0200460281-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/14/2014

Size: 348 words / 1.00 col. x 85.00 lines
Published: 1 time(s)
Total: $46.76

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/14/2014.

Jennifer J. Brogdon
Notary Public

March 14, 2014
Date

(SEAL)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 80911 JENNIFER J. BROGDON Commission Expires Sept. 4, 2016 FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/14/2014

Size: 485 words / 1.00 col. x 109.00 lines
Published: 1 time(s)
Total: $63.20

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/14/2014.

Jennifer J. Brogdon
Notary Public

March 14, 2014
Date

(SEAL)

STATE OF MISSISSIPPI NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2018
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200460282
APRIL PLANNING

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Brian Jones, petitioner, on behalf of Willmut Gas Company with the Mayor and Council of the City of Hattiesburg, Mississippi, to change the zoning classification of certain properties located at 1614 W 4th Street (Parcel 028H-05-125.00, PPIN 26135, Ward 4), from R-4 (High Density Residential) District to I-1 (Light Industrial) District. Said property being more particularly described as follows, to-wit:

A parcel of land in the SW ¼ of SE ¼ of Section 5, Township 4 North, Range 13 West, Forrest County, Mississippi, and more particularly described as commencing at the Southwest corner of said SW ¼ and SE ¼ and run thence East 118 feet and run thence North 128.5 feet to a point on the north margin of the Mississippi Central Railroad right of way to and for the point of beginning, and thence run North 545 feet, thence run East 400 feet, then run South 350 feet, more or less, to the Northeast corner of the land conveyed by Maxwell Hinton and wife, Vernice Hinton, to Robert S. Oden by deed dated March 16, 1949 and recorded in book 106, at page 290 of the Land Deed Records of Forrest County, Mississippi, and thence run West 170 feet, thence run South 250 feet, more or less, to the north margin of the right of way of the Mississippi Central Railroad and thence run West along the north margin of the right of way of said railroad 233 feet, more or less, to the point of beginning; and also a parcel of land in the SW ¼ of SE ¼ and SE ¼ of SW ¼ of Section 5, Township 4 North, Range 13 West, Forrest County, Mississippi, more particularly described as beginning at the Northwest corner of said SW ¼ of SE ¼ and run thence West 169 feet and run thence South 310 feet to the point of beginning, and thence run South 857.6 feet, run thence South 88 degrees 25 minutes East 278 feet, run thence North 867.6 feet and run thence West 278 feet to the point of beginning.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, April 2nd, 2014, 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 have an opportunity to be heard.

WITNESS my hand and the

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

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H12998
CITY OF HBURG,
0200461717
NOTICE OF INTENT TO REQUEST RELEASE
OF F

8B » FRIDAY, APRIL 4, 2014 » HATTIE

NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

April 3, 2014
City of Hattiesburg,
Department of Federal & State Programs
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898
(601) 554-1006

On or about April 11, 2014, following the comment period, the City of Hattiesburg, Department of Federal & State Programs, will submit a request to the U.S. Department of Housing and Urban Development Mississippi State Office for the release of HOME Investment Partnership Programs Funds Under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended to undertake the following projects known as:

HOUSING
REHABILITATION
Major Rehabilitation and Lead Abatement - 1205 Country Club Road - $60,000

The activities proposed are categorically excluded under HUD regulations at 24 CFR Part 58 from National Environmental Policy Act requirements. An Environmental Review Record (ERR) that documents the environmental determinations for these projects is on file at the City of Hattiesburg, Department of Federal & State Programs, 200 Forrest Street, Hattiesburg, MS 39401. The office hours are 8:00 A.M. to 5:00 P.M.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the City of Hattiesburg, Department of Federal & State Programs, Attention: Andrew Ellard, P.O. Box 1898 Hattiesburg, Mississippi 39403-1898. All comments received by 5:00 P.M., on April 11, 2014, will be considered by the City of Hattiesburg, Department of Federal & State Programs, prior to authorizing submission of a request for release of funds.

ENVIRONMENTAL CERTIFICATIONS

The City of Hattiesburg, Department of Federal & State Programs, certifies to HUD/Mississippi State Office that Johnny L. DuPree, in his capacity as Mayor of the City of Hattiesburg, consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD/Mississippi State Office approval of the certification satisfies its responsibilities under NEPA and related laws and authorities, and allows the City of Hattiesburg to use Program funds.

OBJECTIONS TO RELEASE OF FUNDS

HUD/Mississippi State office will accept objections to its release of funds and the Responsible Entity's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the City of Hattiesburg; (b) the City of Hattiesburg has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR Part 58; (c) the grant recipient or other participants in the project have committed funds or incurred costs not authorized by 24 CFR Part 58 before approval of a release of funds by HUD; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58), and shall be addressed to HUD, at 100 West Capitol Street, Dr. A. H. McCoy Federal Building, Room 910, Jackson, Mississippi 39269-1096. Potential objectors should contact HUD to verify the actual last day of the objection period.

Andrew Ellard, Department of Federal & State Programs

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

4/4/2014
4/4/2014
4/4/2014

Size: 612 words / 2.00 col. x 86.00 lines
Published: 1 time(s)
Total: $80.69

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 4/4/2014.

Jennifer J. Brogdon
Notary Public

April 4, 2014
Date

(SEAL)

STATE OF MISSISSIPPI NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

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H12998
CITY OF HBURG,
0200460639
DEMO NOTICE

NOTICE TO BIDDERS

NOTICE is hereby given that the City of Hattiesburg, Mississippi will receive BIDS until 10:00 A.M., Thursday, April 24, 2014 in the City Clerk's Office in the City Hall for the following:

Demolition and debris removal of the following five (5) properties located in the City of Hattiesburg:

1004 Southern Avenue
Short 7th Street (Parcel 34-348-4-29)
1208 Atlanta Street
606 Memphis Street
707 Memphis Street

This project is funded in part by a U.S. Department of Housing and Urban Development Community Development Block Grant, which encourages economic opportunities for low- to moderate-income persons. As such, the City of Hattiesburg encourages businesses to bid that may qualify as a "Section 3" business concern. Certain preference may be awarded to Section 3 businesses. Details on Section 3 and the preference can be found in the Instructions to Bidders.

INSTRUCTIONS TO BIDDERS are on file in the Office of the 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 NAME OF THE ITEM (which is 2014 CDBG Demolition List #1) for which the bid is being submitted and the DATE OF BID OPENING (which is April 24, 2014).

The lowest and best bidder will be awarded the contract, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State and Federal Law; but the Council reserves the right to reject any or all bids received and to waive any formalities.

PUBLISHED by Order of the Council on this, the 18th day of March, 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH: March 21, 2014; March 28, 2014

0200460639-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/21/2014
3/28/2014

Size: 397 words / 2.00 col. x 58.00 lines
Published: 2 time(s)
Total: $94.34

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/28/2014.

Jennifer J. Brogdon
Notary Public

March 28, 2014
Date

(SEAL)

NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
April 4, 2018

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

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H12998
CITY OF HBURG,
0200460640
COMMUNITY DEVELOPMENT BLOCK GRANT

NOTICE OF AVAILABILITY
OF COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE GRANT FUNDS

The City of Hattiesburg, Mississippi, in accordance with its 2014 Action Plan (a component of its 2013 - 2017 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. SPECIAL CONSIDERATION WILL BE GIVEN to proposals for services that will benefit/serve homeless persons and/or families or prevent homelessness. This consideration is in keeping with the goals and objectives of the 2013-2017 Consolidated Plan. All approved Public Service awards must support the goals and objectives of the 2013-2017 Consolidated Plan.

Each proposal shall be delivered to the Office of the City Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552 on or before 10 a.m. April 10, 2014.

Each PROPOSAL must be received in a sealed envelope that is marked in the lower left-hand corner with the words "Request for Proposals - CDBG Public Service Grants" and the DATE OF BID OPENING, which is "April 10, 2014."

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.

Proposals must anticipate that funds will only be available through December 31, 2014. As such, plans, budgets, accomplishment estimates, etc. included as a part of the proposal should take this time limitation into consideration.

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 Andrew Ellard, Department 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, 601-554-1006.

PUBLISHED by Order of the Council on this, the 18th day of March 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH: March 21, 2014; March 28, 2014

0200460640-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/21/2014
3/28/2014

Size: 559 words / 3.00 col. x 64.00 lines
Published: 2 time(s)
Total: $129.98

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/28/2014.

Jennifer J. Brogden
Notary Public

March 28, 2014
Date

(SEAL)

NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDEN
Commission Expires
Sept. 4, 2018

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

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H12998
CITY OF HBURG,
0200460006
Hattiesburg Intermodal Train Depot

PUBLIC NOTICE

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization Policy Committee will meet in session as follows:

Hattiesburg Intermodal Train Depot
308 Newman St Hattiesburg, MS 39401
Wednesday, March 26, 2014
10:00 a.m.

Copies of the tentative agenda may be picked up at the City of Hattiesburg City Clerk's Office located on the 2nd floor of City Hall, 200 Forrest Street, Hattiesburg or at the Hattiesburg Intermodal Facility (Train Depot) located at 308 Newman St. This public notice will serve to fulfill the public participation requirements under FTA Section 5307 Program Projects for the City of Hattiesburg's Hub City Transit (HCT) system.

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization adheres to the Americans with Disabilities Act will make reasonable modification for access to its meetings upon request.

Please contact Cheryl Tumage with Hub City Transit at 601-545-4670 to make arrangements for transportation.

Publish: March 23, 2014

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/23/2014

Size: 184 words / 2.00 col. x 30.00 lines
Published: 1 time(s)
Total: $27.08

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/23/2014.

Jennifer J. Brogdon
Notary Public

March 23, 2014
Date

(SEAL)

NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200460874
907 Short 7th St.

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Dianne Clements, 26 River Rd. Hattiesburg, MS 39401; David Burden, 514 New Orleans St, Hattiesburg, MS 39401 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00p.m. on April 7, 2014, in the Council room of the City Hall, Hattiesburg, MS to determine whether of not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall a adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

Parcel: 34-284-5-4, 907 Short 7th St. and better described as Lot 4, Block 5 of the Fuller and Bowen Subdivision, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: March 23, 2014

0200460874-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/23/2014

Size: 342 words / 1.00 col. x 78.00 lines
Published: 1 time(s)
Total: $46.04

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/23/2014.

Jennifer J. Brogdon
Notary Public

March 23, 2014
Date

(SEAL)

NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200460875
1000 E 7th St.

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Takia S. Woullard, 311 E. Florence St. Hattiesburg, MS 39401; Ceolar Wallace, No Address Found and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-1 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00p.m. on April 7, 2014, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall a adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

Parcel: 34-264-6-5, 1000 E 7th St. and better described as Lot 4, Block 6 of the Fuller and Bowen Subdivision, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: March 23, 2014

0200460875-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/23/2014

Size: 340 words / 1.00 col. x 77.00 lines
Published: 1 time(s)
Total: $42.80

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/23/2014.

Jennifer J. Brogdon
Notary Public

March 23, 2014
Date

(SEAL)

ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200460876
1406 Rebecca Ave.

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Evelyn Jeanette Mack, 1407 Rebecca Ave. Hattiesburg, MS 39401 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00p.m. on April 7, 2014, in the Council room of the City Hall, Hattiesburg, MS to determine whether of not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall a adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

Parcel: 43-696-10-8, 1406 Rebecca Ave. and better described as Lot 7 less the North 50 feet, block 10 of the Omega Subdivision, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: March 23, 2014

0200460876-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/23/2014

Size: 336 words / 1.00 col. x 77.00 lines
Published: 1 time(s)
Total: $45.32

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/23/2014.

Jennifer J. Brogdon
Notary Public

March 23, 2014
Date

(SEAL)

NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200460877
1704 3rd Terrace

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Regions Bank, 130 W. Front St. Hattiesburg, MS 39401; Harold J. Parris, P.O. Box 342, Tylertown, MS 39667 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00p.m. on April 7, 2014, in the Council room of the City Hall, Hattiesburg, MS to determine whether of not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall a adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

Parcel: 23-252-6-3, 1704 3rd Terrace and better described as Lots 9 and 10, Block 8 of the Forrest Park Subdivision, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: March 23, 2014

0200460877-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/23/2014

Size: 343 words / 1.00 col. x 77.00 lines
Published: 1 time(s)
Total: $46.16

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/23/2014.

Jennifer J. Brogdon
Notary Public

March 23, 2013
Date

(SEAL)

ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/23/2014

Size: 410 words / 1.00 col. x 94.00 lines
Published: 1 time(s)
Total: $54.20

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/23/2014.

Jennifer J. Brogdon
Notary Public

March 23, 2014
Date

(SEAL)

NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2018
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200460879
1704 James St

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: College Investment, P.O. Box 1177 Clinton, MS 39060; Marathon Asset Management LLC., One Bryant Park 38th Floor New York, NY 10036; First Family Financial Services, 913 East Main St. Laurens, SC 29360; Notluge, FLP., P.O Box 525 Petal, MS 39465; Harrison Enterprises LLC., 483 Airport Rd., Natchez, MS 28120 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00p.m. on April 7, 2014, in the Council room of the City Hall, Hattiesburg, MS to determine whether of not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall a adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

Parcel: 166C-5470-1-80, 1704 James St. and better described as a part of Lot 3, Block 1, beginning at the southeast corner and run South 51 degrees West 137 feet; thence run North 48 degrees West 117 feet; thence run North 40 degrees East 129 feet, thence run Southeasterly 130 feet back to the Point of Beginning, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: March 23, 2014

0200460879-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200460880
2006 Brooklane Dr

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Avatar LLC., P.O. Box 800 Clinton, MS 39060; Rankin Collins, P.O. Box 15251 Hattiesburg, MS 39404 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00p.m. on April 7, 2014 in the Council room of the City Hall, Hattiesburg, MS to determine whether of not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall a adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

Parcel: 22-320-13-2, 2006 Brooklane Dr. and better described as All of Lots 3 and 4 and the East 30 feet of Lot 5, Block 13 of the Hattiesburg Heights Third Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows:

Beginning at the northeast corner of Lot 3 in said Block and Survey and run thence West for a distance of 130 feet, run thence South for a distance of 135.52 feet to the centerline of Gordon's Creek, run thence northeasterly along the center line of Gordon's Creek for a distance of 145.6 feet, to the East line of said Lot 3, run thence North for a distance of 70 feet to the point of beginning, together with all improvements thereon and appurtenances thereunto belonging.

Publication: March 23, 2014

0200460880-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/23/2014

Size: 440 words / 1.00 col. x 97.00 lines
Published: 1 time(s)
Total: $57.80

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/23/2014.

Jennifer J. Brogdon
Notary Public

March 23, 2014
Date

(SEAL)

NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2018

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/23/2014

Size: 452 words / 1.00 col. x 98.00 lines
Published: 1 time(s)
Total: $59.24

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/23/2014.

Jennifer J. Brogden
Notary Public

March 23, 2014
Date

(SEAL)

ID # 90911
JENNIFER J. BROGDEN
Commission Expires
Sept. 4, 2016
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200460881
2007 Adeline St

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: U.S. Bank, 425 Walnut St. Cincinnati, OH 45202; National Association, 350 Highland Dr. Lewisville, TX 75067; Ryan M. Ladner, No Address Found; Johnny G. Kimbrough, No Address Found and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00p.m. on April 7, 2014, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall a adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

Parcel: 22-320-13-9, 2007 Adeline St. and better described as all of Lot 18 and the West 25 feet of Lot 19, block 13, Hattiesburg Heights, Third Surveyin the city of Hattiesburg, Count of Forrest, State of Mississippi, less and except that part of Lot 18 lying North and west of the centerline of Gordon's Creek and more particularly described as beginning at the northwest corner of said lot 18, and thence run South along the West line of said Lot 18 a distance of 20 feet, more or less, to the center of Gordon's Creek, thence run northeasterly along the center of said creek a distance of 30 feet, more orless, to a point on the North line of said Lot 18; thence run West along the North line of said Lot 18 a distance of 25 feet of Lot 19, Block 13 of said Hattiesburg Heights, Third Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi.

Publication: March 23, 2014

0200460881-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200460883
2009 Brooklane Dr

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Regions Bank, 130 W Front St. Hattiesburg, MS 39401; Bennett Tax Co. P.O Box 3786 Meridian, MS 39303; Mohamadin I. Ali, 6648 Mission Club Blvd. Apt. 305 Orlando, FL 32821 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-1 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00p.m. on April 7, 2014, in the Council room of the City Hall, Hattiesburg, MS to determine whether of not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

Parcel: 22-320-12-1 2009 Brooklane Dr. and better described as Lot 19 and the West two feet of Lot 20, Block 12 of the Hattiesburg Heights Third Survey, in the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: March 23, 2014

0200460883-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/23/2014

Size: 362 words / 1.00 col. x 82.00 lines
Published: 1 time(s)
Total: $48.44

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/23/2014.

Jennifer J. Brogdon
Notary Public

March 23, 2014
Date

(SEAL)

NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200460884
Jersey St.

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Dionysus LLC., P.O. Box 41500 Memphis, TN 38117; State of Mississippi, P.O. Box 136 Jackson, MS 39205; Pine Belt Paint and Body LLC., No Address Found and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00p.m. on April 7, 2014, in the Council room of the City Hall, Hattiesburg, MS to determine whether of not the hereinafter-described property is in such a state of uncleanliness to be a meriace 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 a adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

Parcel: 42-524-6-1, Jersey St. and better described as Lot 1, 2, 3, 4 and 5 and the North 21 feet of Lot 6, and 7 ¼ feet off the North side of Lot 17, and all of Lots 18, 19, 20, 21 and 22 of Block 6 of the Magruder and Company Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: March 23, 2014

0200460884-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/23/2014

Size: 384 words / 1.00 col. x 84.00 lines
Published: 1 time(s)
Total: $51.08

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/23/2014.

Jennifer J. Brogdon
Notary Public

March 23, 2014
Date

(SEAL)

NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

KATHY BULLOCK

H12998
CITY OF HBURG,
0200460887
700 Short 9th St

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:

3/23/2014

Size: 347 words / 1.00 col. x 79.00 lines
Published: 1 time(s)
Total: $46.64

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/23/2014.

Jennifer J. Brogdon
Notary Public

March 23, 2014
Date

(SEAL)

NOTARY PUBLIC
ID # 90611
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Hattiesburg University Foundation, 104 Primrose Ave. Apt. 1 Hattiesburg, MS 39402 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00p.m. on April 7, 2014, in the Council room of the City Hall, Hattiesburg, MS to determine whether of not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

Parcel: 34-292-28-25, 700 Short 9th St and better described as part of a Block, beginning 20 feet West and 87 feet South of the Northwest Corner of Block 41, Hardy & Scott Subdivision, City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: March 23, 2014

0200460887-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/23/2014

Size: 356 words / 1.00 col. x 82.00 lines
Published: 1 time(s)
Total: $47.72

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/23/2014.

Jennifer J Brogdon
Notary Public

March 23, 2014
Date

(SEAL)

ID # 60811
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2018
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200460888
703 Lincoln St.

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: United Credit Corp of Hattiesburg, 1214 West Pine St. Hattiesburg, MS 39401; Bluestone Capital LLC., 1650 Tysons Blvd #1530, McLean, VA 22102 Myles Jones Dowdy, 161 Brooklynn St. Byram, MS 39272 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-1 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00p.m. on April 7, 2014, in the Council room of the City Hall, Hattiesburg, MS to determine whether of not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

Parcel: 44-656-5-11; 703 Lincoln St. and better described as Lot 11, Block 5 of the McInnis, Mitchell & Longre Subdivision, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: March 23, 2014

0200460888-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200460889
800 E 6th St.

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Ora Pearl Alford, 805 Short 7th St. Hattiesburg, MS 39401 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00p.m. on April 7, 2014, in the Council room of the City Hall, Hattiesburg, MS to determine whether of not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall a adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

Parcel: 34-264-9-9, 800 E 6th St. and better described as Lots 8, Block 9 of the Fuller and Bowen Subdivision, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: March 23, 2014

0200460889-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/23/2014

Size: 335 words / 1.00 col. x 76.00 lines
Published: 1 time(s)
Total: $45.20

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/23/2014.

Jennifer J. Brogdon
Notary Public

March 23, 2014
Date

(SEAL)

ID # 80011
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2014

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/23/2014

Size: 378 words / 1.00 col. x 83.00 lines
Published: 1 time(s)
Total: $50.36

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/23/2014.

Jennifer J. Brogden
Notary Public

March 23, 2014
Date

(SEAL)

ID # 50911
JENNIFER J. BROGDEN
Commission Expires
Sept. 4, 2014

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200460890
800 E. 7th St.

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Barbara Sigworth, 12386 Highland Dr, Gulfport, MS 39503; Cynthia O'Mar, 22 52nd St, Gulfport, MS 39507; Tiffany R. Powers, No Address Found; Allie Trotter, P.O. Bc 835, Calico Rock, AR 72519 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO 821-19-1 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00p.m. on April 7, 2014, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall a adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

Parcel: 34-1004-37, 800 E. 7th St. and better described as PT E ½ SE ¼ Beginning SW Corner ¼ N 122 ft E 40ft S 162 ft W 40 ft N 40 ft to Beginning 3-4N-13W In the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: March 23, 2014

0200460890-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200460891
802 E. 7th St.

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Siney, Ann Loveless, 2710 Briarwood Cir, Moss Point, MS 39563 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00p.m. on April 7, 2014, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall a adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

Parcel: 34-1004-39, 802 E. 7th St. and better described as a part of Section 3, Township 4 North, Range 13 West and more particularly described as beginning at the Northwest corner of the SE ¼ of the SE ¼, thence run East 50 feet, thence run North 106 feet, thence run West 50 feet, thence run South 106 feet to the point of beginning, said property bring situated in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: March 23, 2014

0200460891-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/23/2014

Size: 383 words / 1.00 col. x 86.00 lines
Published: 1 time(s)
Total: $50.96

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/23/2014.

Jennifer J. Brogdon
Notary Public

March 23, 2014
Date

(SEAL)

ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2018

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/23/2014

Size: 331 words / 1.00 col. x 75.00 lines
Published: 1 time(s)
Total: $44.72

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/23/2014.

Jennifer J. Broydon
Notary Public

March 23, 2014
Date

(SEAL)

ID # 90611
JENNIFER J. BROYDON
Commission Expires
Sept. 4, 2016

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200460892
811 E. 7th St.

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Annie Louise Staton, No Address Found and all unknown persons claiming any right, title or interest in or to the hereinafter described property:

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00p.m. on April 7, 2014, in the Council room of the City Hall, Hattiesburg, MS to determine whether of not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall a adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

Parcel: 34-264-9-4, 811 E. 7th St. and better described as Lot 3, Block 9 of the Fuller and Bowen Subdivision, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: March 23, 2014.

0200460892-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/23/2014

Size: 333 words / 1.00 col. x 76.00 lines
Published: 1 time(s)
Total: $44.96

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/23/2014.

Jennifer J. Brogdon
Notary Public

March 23, 2014
Date

(SEAL)

ID # 90011
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2018

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200460893
814 E. 7th St

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Pauline Stewart, 708 Magnolia Ave. Hattiesburg MS 39401 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-1 of the Mississippi Code of 1972, as annotated, and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00p.m. on April 7, 2014, in the Council room of the City Hall, Hattiesburg, MS to determine whether of not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall a adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

Parcel: 34-264-4-6, 814 E. 7th St. and better described as Lot 6, Block 4 of the Fuller and Bowen Subdivision, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: March 23, 2014

0200460893-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200460895
902 E. 6th St

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Alvin Cooley, 1915 Lott St. Hattiesburg, MS 39401 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00p.m. on April 7, 2014, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall a adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

Parcel: 34-264-8-8, 902 E. 6th St. and better described as Lot 9, Block 8 of the Fuller and Bowen Subdivision, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: March 23, 2014

0200460895-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/23/2014

Size: 339 words / 1.00 col. x 75.00 lines
Published: 1 time(s)
Total: $45.68

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/23/2014.

Jennifer J. Brogdon
Notary Public

March 23, 2014
Date

(SEAL)

ID # 90511
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2018

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200460897
618 Poplar Row

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Larry Taylor, No Address Found and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00p.m. on April 7, 2014, in the Council room of the City Hall, Hattiesburg, MS to determine whether of not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall a adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

Parcel: 34-272-1-7, 618 Poplar Row and better described as the south 10 feet of Lot 5 and the North 14 feet of Lot 6, Block 112 of the T.M. Fuller Subdivision, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: March 23, 2014

0200460897-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/23/2014

Size: 341 words / 1.00 col. x 77.00 lines
Published: 1 time(s)
Total: $45.92

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/23/2014.

Jennifer J. Brogdon
Notary Public

March 23, 2014
Date

(SEAL)

ID # 50911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2018

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200460898
117 College St. Building A

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Citizens Bank, 7119 US Hwy 98 Hattiesburg, MS 39402; Alcus R. Hudson and Ashley M. Hudson, 23 Planters Point Hattiesburg, MS 39402 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00p.m. on April 7, 2014, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear, at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall a adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

Parcel: 35-144-8-22-A, 117 College St. Building A and better described as a part of lot 11, block 167, of the Crittenden Survey, in the City of Hattiesburg, County of Forrest, State of Mississippi, and more particularly described as beginning at the NE corner of the above said Lot 11; thence Southwesterly and along the northerly margin of College St. 52.5 feet, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: March 23, 2014

0200460898-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/23/2014

Size: 377 words / 1.00 col. x 86.00 lines
Published: 1 time(s)
Total: $50.24

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/23/2014.

Jennifer J. Brogden
Notary Public

March 23, 2014
Date

(SEAL)

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/23/2014

Size: 383 words / 1.00 col. x 87.00 lines
Published: 1 time(s)
Total: $50.96

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/23/2014.

Jennifer J. Broydon
Notary Public

March 23, 2014
Date

(SEAL)

ID # 69011
JENNIFER J. BROYDON
Commission Expires
Sept. 4, 2016

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200460900
117 College St. Building D

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Grand Bank for Savings, 14 Plaza Dr. Hattiesburg, MS 39402; Ronald Hussey, 3014 NE Kingsbriar Dr. Lawton, OK 73507; Suzanne Hussey, 104 Red Bud Lane Hattiesburg, MS 39401 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-1 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00p.m. on April 7, 2014, in the Council room of the City Hall, Hattiesburg, MS to determine whether of not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall a adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

Parcel: 35-144-8-22-D, 11; College St. Building D and better described as a part of lot 11, block 167 of the Crittenden Survey, in the City of Hattiesburg, County of Forrest, State of Mississippi, and more particularly described as beginning at the NE corner of the above said Lot 11; thence Southwesterly and along the northerly margin of College St. 52.5 feet, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: March 23, 2014

0200460900-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200460901
213 W. 4th St.

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Dionyaus LLC., P.O. Box 41500 Memphis, TN 38117; James E. Smith, 441 Buccaneer Dr. Hattiesburg, MS 39402; State of Mississippi, P.O. Box 136 Jackson, MS 39205; Tania Michelle Booth, 219 W. 4th St. Hattiesburg, MS 39401 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00p.m. on April 7, 2014, in the Council room of the City Hall, Hattiesburg, MS to determine whether of not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall a adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

Parcel: 27-964-1-18, 213 W 4th St. and better described as a part of lot 13 of the G.D. Wilson Subdivision of Block 170 of the Crittenden Survey or Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: March 23, 2014

0200460901-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/23/2014

Size: 370 words / 1.00 col. x 84.00 lines
Published: 1 time(s)
Total: $49.40

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/23/2014.

Jennifer J. Brogdon
Notary Public

March 23, 2014
Date

(SEAL)

NOTARY PUBLIC
ID # 90511
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2015

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200460903
229 S. 23rd Ave.

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Green Valley Investments LLC., 95 Tower Rd. Hattiesburg, MS 39401; Bennett Hills INC., P.O. Box 3786 Meridian, MS 39303; Long Land Investments, P.O. Box 7 Lauderdale, MS 39335; Flanagan LLC., 36 Power Ln. Hattiesburg, MS 39402 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00p.m. on April 7, 2014, in the Council room of the City Hall, Hattiesburg, MS to determine whether of not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall a adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

Parcel: 22-324-12-1, 229 S. 23rd Ave. and better described as the south ten feet of Lot 11 and all of Lot 12, Block 12 of the Hattiesburg Heights Fourth Survey, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: March 23, 2014
0200460903-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/23/2014

Size: 371 words / 1.00 col. x 83.00 lines
Published: 1 time(s)
Total: $49.52

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/23/2014.

Jennifer J. Brogden
Notary Public

March 23, 2014
Date

(SEAL)

ID # 60911
JENNIFER J. BROGDEN
Commission Expires
Sept. 4, 2016

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/23/2014

Size: 400 words / 1.00 col. x 92.00 lines
Published: 1 time(s)
Total: $53.00

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/23/2014.

Jennifer J. Brogdon
Notary Public

March 23, 2014
Date

(SEAL)

ID # 60911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016

PASTE PROOF HERE

H12998
CITY OF HBURG,
02004609O4
234 Oak St.

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: United Companies Lending Corp, 6225 Sheridan Dr. Buffalo, NY 14221 Gates Farms 549 Carnes Rd. Wiggins, MS 39577; Covenant Partners LLC., 483 Airport Rd. Natchez, MS 39120; On Point LLC., 4064 Robinwood Cove Memphis, TN 38117; Donald Buckalew, No Address Found; Dionysus LLC., P.O. Box 41500 Memphis, TN 37241; State of Mississippi, P.O. Box 136 Jackson, MS 39205; Jerry Arrington, 142 Millpond Dr. Hattiesburg, MS 39401 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-1 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00p.m. on April 7, 2014, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

Parcel: 42-616-4-1, 234 Oak St. and better described as Lot 1 less the Railroad Right-Of-Way, Block 4 of the A.K. McInnis 2nd Addition, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: March 23, 2014

C200460904-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200460905
404 S. Tipton St.

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Notluge FLP, P.O. Box 525 Petal, MS 39465; M I D Properties, No Address Found; Samuel David Thompson, 456 Deep Creek Rd. Wiggins, MS 39577 and all unknown persons claiming any right, title or interest in or to the hereinafter described property:

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00p.m. on April 7, 2014, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

Parcel: 43-624-10-4, 404 S. Tipton St. and better described as Lot 3, Block 10 of the D.D. McInnis 2nd Addition, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: March 23, 2014

0200460905-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/23/2014

Size: 350 words / 1.00 col. x 79.00 lines
Published: 1 time(s)
Total: $47.00

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/23/2014.

Jennifer J. Brogdon
Notary Public

March 23, 2014
Date

(SEAL)

NOTARY PUBLIC
ID # 90511
JENNIFER J. BROGDON
Commission Expires
Sept. 1, 2016

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/23/2014

Size: 348 words / 1.00 col. x 79.00 lines
Published: 1 time(s)
Total: $46.76

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/23/2014.

Jennifer J. Brogdon
Notary Public

March 23, 2014
Date

(SEAL)

JENNIFER J. BROGDON
Commission Expires
Sept. 5, 2016

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200460907
407 Miller St.

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Uttermost Properties LLC, 483 Airport Rd. Natchez, MS 39120; M.I.D Properties, No Address Found; Alan Butner, 106 Manar St. Purvis, MS 39475 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-1 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00p.m. on April 7, 2014, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer, and to appear, at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall a adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may, then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

Parcel: 28-560-4-8; 407 Miller St. and better described as Lot 9, Block 4 of the C.N. Miller First Survey, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: March 23, 2014

0200460907-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200460909
609 River St.

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Betty J. Virgil, No Address Found; Walter Lee Hall, 1303 Arledge St. Hattiesburg, MS 39401and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00p.m. on April 7, 2014, in the Council room of the City Hall, Hattiesburg, MS to determine whether of not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall a adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

Parcel: 34-348-3-6, 609 River St. and better described as a part of Lots 5 and 6 in block 35 Hicks Subdivision of the Hardy and Scott in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: March 23, 2014

0200460909-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/23/2014

Size: 345 words / 1.00 col. x 78.00 lines
Published: 1 time(s)
Total: $46.40

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/23/2014.

Jennifer J. Brogdon
Notary Public

March 23, 2014
Date

(SEAL)

ID # 90011
JENNIFER J. BROGDON
Commission Expires

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/23/2014

Size: 345 words / 1.00 col. x 78.00 lines
Published: 1 time(s)
Total: $46.40

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/23/2014.

Jennifer J. Brogdon
Notary Public

March 23, 2014
Date

(SEAL)

ID # 90011
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200460910
614 E. 8th St.

NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO CLEAR ALL CODE VIOLATIONS

TO: Willie Walker, 1514 Cedar St. Hattiesburg, MS 39401; Ruby Lee Walker, 675 Poirier St. Oakland, CA 94609 and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-1 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00p.m. on April 7, 2014, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall a adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

Parcel: 34-348-7-18, 614 E. 8th St. and better described as Lot 13, Block 39 of the Hicks Subdivision of Hardy & Scott Survey, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: March 23, 2014.

0200460910-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

3/7/2014

Size: 463 words / 2.00 col. x 68.00 lines
Published: 1 time(s)
Total: $60.56

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 3/7/2014.

Jennifer J. Brogdon
Notary Public

March 7, 2014
Date

(SEAL)

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200459709
RFP- CDBG

REQUEST FOR PROPOSALS/APPLICATION
COMMUNITY DEVELOPMENT HOUSING
ORGANIZATION

The City of Hattiesburg, Mississippi is accepting proposals/applications for affordable housing activities that qualify for the use of Community Housing Development Organization (CHDO) set-aside funding under the U.S. Department of Housing and Urban Development's HOME Investment Partnership Program and the City's local CHDO Policies. Eligible applicant/organizations must demonstrate eligibility to be certified as a CHDO in the City of Hattiesburg.

Eligible development activities include the new construction of housing to be rented or sold to low- to moderate-income households, the acquisition and/or rehabilitation of housing to be rented or sold to low- to moderate-income households, and the provision of downpayment/closing cost assistance when done in coordination with the other eligible development activities.

Each proposal shall be delivered to the Office of the City Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552 on or before 10 a.m. March 27, 2014.

Each PROPOSAL must be received in a sealed envelope or box which is marked in the lower left-hand corner with the words "CHDO Request for Proposals", which is the name of the item, and "March 27, 2014", which is the date proposals will be opened.

The proposals must include one (1) original CHDO Application Packet in a three-ring binder, five (5) copies in three-ring binders, and one (1) digital copy on either a CD-ROM or flash drive.

Proposals that fail to include all of the information listed in the proposal packet will not be considered.

Digital copies of the City of Hattiesburg's CHDO Proposal/Application Packet 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 Andrew Ellard, 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, 601-554-1006.

PUBLISHED by Order of the Council on this, the 4th day of March 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Connie Everett
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH: March 7, 2014

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

PASTE PROOF HERE

C19347
THE CITY OF HATTIESBURG,
0200458739
SRSP 0210-00(024) Sidewalks

SECTION 901 - ADVERTISEMENT FOR BIDS

CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI

NOTICE TO CONTRACTORS

SAFE ROUTES TO SCHOOL WOODLEY SIDEWALK PROJECT - FEDERAL-AID PROJECT NO. SRSP 0210-00(024) LPA/106139-401000

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, located at 200 Forrest Street, Hattiesburg, Mississippi 39401, until **10:00 a.m. local time, on Thursday, March 27, 2014** for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. All bids so received will be publicly opened and read aloud.

Work consists of constructing a 5' wide concrete sidewalk along 21st Avenue from Hardy Street to Quinn Street, along O'Ferral Street from 23rd Avenue to 21st Avenue, along Pearl Street from 21st Avenue to 22nd Avenue, and along O'Ferral Street from Woodley Elementary School to Patton Avenue.

The contract time is 60 consecutive calendar days.

The above general outline of features of the work does not in any way limit the responsibility of the contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

Plans, contract documents and special provisions and proposal forms are on file for public inspection in the office of the City of Hattiesburg, City Clerk's Office located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and in the office of Neel-Schaffer, Inc., Post Office Box 1487, Hattiesburg, MS 39403 1487 (704 Hardy Street, Telephone No. 601-545-1565). One copy of the contract documents and special provisions together with the contract plans may be procured from Neel-Schaffer, Inc. upon payment of $100.00, none of which is refundable.

The attention of bidders is directed to the Special Provisions governing selection and employment of labor.

Minimum wage rates for Federal-Aid projects have been predetermined by the Secretary of Labor and are subject to Public Law 87-581 Work Hours Act of 1962, as set forth in the Special Provisions. Minimum wage rates for all other projects have been predetermined and set forth in advertised specifications.

The City of Hattiesburg hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 60 consecutive calendar days. The bidder must also agree to pay as liquidated damages the sum specified in the Standard Specifications per day for each calendar day after the 60 calendar days that work is not completed.

Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2004", together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

Connie Everett
City Clerk
City of Hattiesburg, Mississippi

Dates of Publication:
February 24, 2014
March 3, 2014

0200458739-01

February 24 March 3 and 10, 2014

MSB #7857

EMAIL: FARISSCRISLER@GMAIL.COM

TELEPHONE: (601)353-2155
FACSIMILE: (601)353-2171

H. FARISS CRISLER III
ATTORNEY FOR
JR. EXECUTOR
RUSSELL M. McINTIRE,
EXECUTOR
JR. RUSSELL M. McINTIRE, Jr.
840 EAST RIVER PLACE
SUITE 508
JACKSON, MISSISSIPPI
39202

The 13 day of February, 2014.

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

BEVERLY BENNETT

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:

2/24/2014
3/3/2014

Size: 975 words / 1.00 col. x 223.00 lines
Published: 2 time(s)
Total: $226.50

Signed Beverly Bennett
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 3/3/2014.

Notary Public
RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru Notary Public Underwriters

(SEAL)

STATE OF MISSISSIPPI
RICK TYLER
NOTARY PUBLIC
ID No. 90075
Commission Expires
June 29, 2016
RANKIN COUNTY

City of Hattiesburg, MS

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

Master

File Number: 2014-1053

File ID:	2014-1053	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/15/2014
Brief Title:	HOME Program Payments			**Final Action:**	
				Minute Book Number:	MB2014-119

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

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	MEMORANDUM-Manual Checks-HOME, HOME Supporting Docs	**Enactment Number:**	
Contact:		**Meeting Date:**	04/22/2014
Drafter:	Anita Bratcher	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014					

Text of Legislative File 2014-1053

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

Summary
HOME Program Payments

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program claims

DATE: April 15, 2014

The following request for payment is being submitted for approval during the City Council's April 22, 2014 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	**Darrell Gaddis**
Activity:	Rehabilitation
Program:	HOME
Project Site:	605 Broad St.
Amount Requested:	**$650.00**
Purpose of Request:	Temporary Relocation – 4/1/2014 – 4/30/2014
Work Provided by:	n/a

Recipient:	**Bonner Analytical**
Activity:	Rehabilitation
Program:	HOME
Project Site:	605 Broad St.
Amount Requested:	**$362.80**
Purpose of Request:	Lead Clearance Test
Work Provided by:	Bonner Analytical

BONNER ANALYTICAL
2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT
Invoice No.: 54866

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898

Ship To: **CITY OF HATTIESBURG**
ATTN: RANDY JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date	Ship Via	F.O.B.	Terms
03/10/14		Origin	

Purchase Order Number	Order Date	Sales Person	Our Order Number
	03/10/14		

Quantity Required	Quantity Shipped	Quantity B.O.	Item Number	Description	Unit Price	Amount
1	1			LEAD BASED CLEARANCE INSPECTION PERFORMED 03-07-14 @ 605 BROAD STREET HATTIESBURG, MS	362.80	362.80

Invoice subtotal	362.80
Invoice total	362.80

Thank You

City of Hattiesburg, MS

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

Master

File Number: 2014-1052

File ID:	2014-1052	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/15/2014
Brief Title:	CDBG Program Payments			**Final Action:**	
				Minute Book Number:	MB2014-119

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

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	MEMORANDUM-Manual Checks-CDBG, CDBG Supporting Docs	**Enactment Number:**	
Contact:		**Meeting Date:**	04/22/2014
Drafter:	Anita Bratcher	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014					

Text of Legislative File 2014-1052

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

Summary
CDBG Program Payments

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for CDBG Program claims

DATE: April 15, 2014

The following request for payment is being submitted for approval during the City Council's April 22, 2014 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	**John Sims**
Activity:	Rehabilitation
Program:	CDBG
Project Site:	1802 Edwards St.
Amount Requested:	**$650.00**
Purpose of Request:	Temporary Relocation – 4/1/2014 – 4/30/2014
Work Provided by:	n/a

Recipient:	**Tracy Ducksworth**
Activity:	Rehabilitation
Program:	CDBG
Project Site:	208 West 7th St.
Amount Requested:	**$650.00**
Purpose of Request:	Temporary Relocation – 4/1/2014 – 4/30/2014
Work Provided by:	n/a

Recipient:	**Bonner Analytical**
Activity:	Rehabilitation
Program:	CDBG
Project Site:	1802 Edwards St.
Amount Requested:	**$300.30**
Purpose of Request:	Lead Clearance Test
Work Provided by:	Bonner Analytical

Recipient:	**Smith's Remodeling**
Activity:	Rehabilitation
Program:	CDBG
Project Site:	1802 Edwards St.
Amount Requested:	**$12,000.00**
Purpose of Request:	Draw #3
Work Provided by:	Smith's Remodeling

PO #'s

BONNER ANALYTICAL
2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT
Invoice No.: 54867

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898

Ship To: **CITY OF HATTIESBURG**
ATTN: RANDY JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date	Ship Via	F.O.B.	Terms
03/10/14		Origin	

Purchase Order Number	Order Date	Sales Person	Our Order Number
	03/10/14		

Quantity Required	Quantity Shipped	Quantity B.O.	Item Number	Description	Unit Price	Amount
1	1			LEAD BASED CLEARANCE INSPECTION PERFORMED 03-07-14 @ 1802 EDWARDS STREET HATTIESBURG, MS	300.30	300.30

Invoice subtotal	300.30
Invoice total	300.30

Thank You

SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH
Phone #(601)408-3588

Address: **28 Pine Street**
Hattiesburg, MS 39402

Job Performed For:
The City of Hattiesburg/Mr. John Simms
1802 Edward St
Hattiesburg, MS 39401

Request: **3rd draw for work done according to work write-up.**

1. **Hanging and finishing of sheetrock**
2. **Painting of exterior**

$12,000.00

RJ

Signature: Johnnie L. Smith
Date: April 14, 2014

City of Hattiesburg, MS

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

Master

File Number: 2014-1065

File ID:	2014-1065	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	04/15/2014
Brief Title:	Claims Docket			**Final Action:**	
				Minute Book Number:	MB2014-120

Title:
Approve Claims Docket for the period ending April 18, 2014.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	4-22-14 Claims Docket	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/22/2014					

Text of Legislative File 2014-1065

Title
Approve Claims Docket for the period ending April 18, 2014.

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	249110	00141461	13004237	GRASS SEED/FERTLIZER-STREET	04/18/14	237221	303.75-
A & R FARM AND GARDEN Sum							303.75-
00001 A 1 FIRE EQUIPMENT	1605	00141059	13004098	LEATHER FIRE BOOTS	04/18/14	237223	674.00-
00001 A 1 FIRE EQUIPMENT	1603	00141292	13004140	RED LIGHT BAR P/F ACADEMY	04/18/14	237223	453.84-
A 1 FIRE EQUIPMENT Sum							1,127.84-
00001 AD WEAR	1886	00140989	13004160	CAPS PUBLIC WORKS DEPTS	04/18/14	237225	1,626.80-
AD WEAR Sum							1,626.80-
00001 ADCOCK POOLS AND SPA	PO#141174 3/	00141174	13004552	FOUNTAIN PUMP-TRAIN DEPOT	04/18/14	237226	615.82-
00001 ADCOCK POOLS AND SPA	PO#141843 3/	00141843	13004553	ADDL AMT DUE PO#141174	04/18/14	237226	377.16-
ADCOCK POOLS AND SPA Sum							992.98-
00001 ADVANCE AUTO PARTS	560440864176	00141230	13004121	REPR PTS U#11962 FORESTRY	04/18/14	237227	211.05-
00001 ADVANCE AUTO PARTS	560440444899	00138982	13004228	REPR PTS U#17804 POLICE	04/18/14	237227	161.20-
00001 ADVANCE AUTO PARTS	560440774189	00140430	13004229	REPR PTS U#16756 POLICE	04/18/14	237227	144.90-
ADVANCE AUTO PARTS Sum							517.15-
00001 AIRDESIGNS SIGN & GRAFFI	388047	00141609	13004400	PARKING SIGN-FESTIVALS	04/18/14	237228	35.00-
AIRDESIGNS SIGN & GRAFFI Sum							35.00-
00001 AIRGAS USA LLC (NORDAN S	9025617870	00140976	13004164	WELDING SUPP SHOP DEPT	04/18/14	237229	350.78-
AIRGAS USA LLC (NORDAN S Sum							350.78-
00001 AISHA D ANDERSON CONSULT	#1 4/06/14 H	00141504	13004424	CONSULT/OVERSITE NLC HEALTH	04/18/14	237230	162.00-
AISHA D ANDERSON CONSULT Sum							162.00-
00001 AMERICAN PLANNING ASSN-M	REG-BRANTLEY	00141857	13004585	REG-BRANTLEY/MADDOX 4/4/14	04/18/14	237234	150.00-
AMERICAN PLANNING ASSN-M Sum							150.00-
00001 ANDERSON RETAIL INC	100163	00141494	13004245	PAINT SUPP AIRPT MAINT OFFICE	04/18/14	237237	77.99-
ANDERSON RETAIL INC Sum							77.99-
00001 ANOINTED HANDS CLEANING	617	00141169	13004344	CLEAN CARPET/TILE TRAIN DEPOT	04/18/14	237238	4,752.00-
00001 ANOINTED HANDS CLEANING	644	00141697	13004471	FLOOR CLEAN SUPP TRAIN DEPOT	04/18/14	237238	26.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
ANOINTED HANDS CLEANING							
Sum							4,778.00-
00001 ARNOLD LINE WATER ASSN I	2145 3/21/14	00020147	13004249	SERV 2/20-3/20/14 #8 FIRE STA	04/18/14	237240	23.00-
ARNOLD LINE WATER ASSN I							
Sum							23.00-
00001 AT&T	601M23905500	00020147	13004313	VEHICLE LOC MNT 3/28-4/27 POL	04/18/14	237241	202.00-
AT&T							
Sum							202.00-
00001 AT&T CAPITAL SERVICES	2913926	00141623	13004343	PUBLIC SAFETY SOFTWARE	04/18/14	237242	11,638.56-
AT&T CAPITAL SERVICES							
Sum							11,638.56-
00001 AUTO ARMATURE SERVICE IN	13757	00141340	13004109	ALTERNATOR U#6248 STREET	04/18/14	237244	139.95-
00001 AUTO ARMATURE SERVICE IN	13744	00141213	13004127	BATTERY U#15906 M/ADM	04/18/14	237244	115.95-
00001 AUTO ARMATURE SERVICE IN	13919	00141514	13004238	STARTER U#16009 STREET	04/18/14	237244	289.95-
00001 AUTO ARMATURE SERVICE IN	13576	00140841	13004387	BATTERIES VARI POLICE UNITS	04/18/14	237244	433.85-
00001 AUTO ARMATURE SERVICE IN	13767	00141301	13004388	BATTERY U#16654 POLICE	04/18/14	237244	279.95-
00001 AUTO ARMATURE SERVICE IN	13547	00140979	13004401	BATTERY U#6398 STREET	04/18/14	237244	96.95-
00001 AUTO ARMATURE SERVICE IN	13503	00140741	13004406	BATTERIES U#17729 SANIT	04/18/14	237244	371.85-
00001 AUTO ARMATURE SERVICE IN	14045	00141744	13004487	ALTERNATOR U#7871 STREET	04/18/14	237244	159.95-
00001 AUTO ARMATURE SERVICE IN	14159	00141763	13004563	BATTERY U#18891 STREET	04/18/14	237244	54.95-
AUTO ARMATURE SERVICE IN							
Sum							1,943.35-
00001 AUTO ZONE	0139874610	00141517	13004363	BRAKE PTS CLEANER SHOP DEPT	04/18/14	237245	43.08-
AUTO ZONE							
Sum							43.08-
00001 AUTOMOTIVE GLASS SPECIAL	I147004	00141311	13004137	ROCK SPOT REPR U#17708 POLICE	04/18/14	237246	40.00-
00001 AUTOMOTIVE GLASS SPECIAL	I146975	00141240	13004145	WINDOW REPR U#13932 FIRE DEPT	04/18/14	237246	115.00-
00001 AUTOMOTIVE GLASS SPECIAL	I146768	00140877	13004176	WINDSHIELD U#17018 HEALTH	04/18/14	237246	195.00-
AUTOMOTIVE GLASS SPECIAL							
Sum							350.00-
00001 B & F TACTICAL STORE	322	00140657	13004231	ADDL UNIFORMS FIRE DEPT	04/18/14	237247	456.50-
00001 B & F TACTICAL STORE	321	00140804	13004232	UNIFORM SHIRT-LEE-FIRE DEPT	04/18/14	237247	38.20-
00001 B & F TACTICAL STORE	317	00140964	13004529	UNIFORMS ACADEMY STAFF	04/18/14	237247	148.42-
B & F TACTICAL STORE							
Sum							643.12-
00001 BANCORPSOUTH EQUIPMENT F	002-0070193-	02014398	13004054	GARB TRK LEASE DUE 4/14	04/02/14	18683	34,542.83-
BANCORPSOUTH EQUIPMENT F							
Sum							34,542.83-
00001 BATTLE, JACORY (SURVEY T	PO#141089 4/	00141089	13004325	SURVEYS NLC ACCESS HEALTH	04/18/14	237250	48.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
BATTLE, JACORY (SURVEY T							
Sum							48.00-
00001 BAYLESS, BRITTANY DIANNE	PO#141563 4/	00141563	13004326	SURVEYS NLC ACCESS HEALTH	04/18/14	237251	54.00-
BAYLESS, BRITTANY DIANNE							
Sum							54.00-
00001 BENNETT'S LOCK & KEY SHO	62991	00139851	13004183	LOCKS/KEYS 2/14 POLICE DEPT	04/18/14	237254	4.75-
00001 BENNETT'S LOCK & KEY SHO	63018	00139851	13004184	LOCKS/KEYS 2/14 POLICE DEPT	04/18/14	237254	8.00-
00001 BENNETT'S LOCK & KEY SHO	63048	00140420	13004185	LOCKS/KEYS 3/14 POLICE DEPT	04/18/14	237254	6.25-
00001 BENNETT'S LOCK & KEY SHO	63056	00140420	13004186	LOCKS/KEYS 3/14 POLICE DEPT	04/18/14	237254	3.00-
00001 BENNETT'S LOCK & KEY SHO	63064	00140420	13004187	LOCKS/KEYS 3/14 POLICE DEPT	04/18/14	237254	13.40-
00001 BENNETT'S LOCK & KEY SHO	63098	00140420	13004188	LOCKS/KEYS 3/14 POLICE DEPT	04/18/14	237254	10.00-
BENNETT'S LOCK & KEY SHO							
Sum							45.40-
00001 BERNARDO, DEBRA	TRAVEL REIMB	00141400	13004057	EXPNS MMCCA CONF BILOXI	04/18/14	237255	353.19-
BERNARDO, DEBRA							
Sum							353.19-
00001 BIG IRON DIESEL REPAIR L	PO#141627 4/	00141627	13004402	REPRS U#16009 STREET	04/18/14	237257	1,361.60-
BIG IRON DIESEL REPAIR L							
Sum							1,361.60-
00001 BODY TECH INC	4666	00141324	13004089	WRECK REPR U#19346 POLICE	04/18/14	237260	2,292.90-
00001 BODY TECH INC	4669	00141547	13004412	WRECK REPR U#18999 POLICE	04/18/14	237260	1,057.90-
BODY TECH INC							
Sum							3,350.80-
00001 BRACKMAN MOWER WAREHOUSE	IN0127301	00141394	13004118	TRACTOR SUPP AIRPORT MAINT	04/18/14	237263	531.94-
00001 BRACKMAN MOWER WAREHOUSE	IN0126790	00140578	13004419	MOWER SUPP SHOP STOCK	04/18/14	237263	635.31-
BRACKMAN MOWER WAREHOUSE							
Sum							1,167.25-
00001 BROADWAY DRIVE TIRE	090854	00140679	13004081	TIRES POLICE STOCK	04/18/14	237265	977.68-
00001 BROADWAY DRIVE TIRE	089455	00139011	13004107	TIRES U#14683 LAND CODE	04/18/14	237265	622.16-
00001 BROADWAY DRIVE TIRE	091265	00141341	13004239	TIRES U#18547 STREET	04/18/14	237265	806.36-
00001 BROADWAY DRIVE TIRE	091186	00141275	13004243	TIRES U#14714,14715 HEALTH	04/18/14	237265	1,090.40-
BROADWAY DRIVE TIRE							
Sum							3,496.60-
00001 BRUCE ROSSMEYERS DAYTON	04012014	00141538	13004138	MTRCYCLE LEASE 4/14-6/14	04/18/14	237267	11,700.00-
BRUCE ROSSMEYERS DAYTON							
Sum							11,700.00-
00001 BUNKER GEAR SPECIALISTS	20301	00141411	13004450	AIR MONITORING EQUIP/TRAINING	04/18/14	237268	2,018.00-
00001 BUNKER GEAR SPECIALISTS	20249	00141716	13004480	THERMAL IMAGING CAMERA REPR	04/18/14	237268	375.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
BUNKER GEAR SPECIALISTS							
Sum							2,393.00-
00001 C A L E A INC	INV15198	00141785	13004525	ANNUAL CONTINUATION FEE	04/18/14	237270	4,065.00-
C A L E A INC							
Sum							4,065.00-
00001 C D W GOVERNMENT	KS13194	00141043	13004221	CRADLECARE SERVICE INFO TECH	04/18/14	237271	82.00-
00001 C D W GOVERNMENT	KJ32754	00139846	13004421	COMPUTER SUPP INFO TECH	04/18/14	237271	472.80-
C D W GOVERNMENT							
Sum							554.80-
00001 CALHOUN FENCE INC	202871	00141814	13004541	GATE CHAIN REPR AIRPORT	04/18/14	237272	450.00-
CALHOUN FENCE INC							
Sum							450.00-
00001 CAMP, ALEXANDRIA (SURVEY	PO#141458 4/	00141458	13004327	SURVEYS NLC ACCESS HEALTH	04/18/14	237273	54.00-
CAMP, ALEXANDRIA (SURVEY							
Sum							54.00-
00001 CARQUEST AUTO PARTS STOR	14758-24328	00141333	13004114	REPR PTS U#13514 CONSTR	04/18/14	237277	146.28-
00001 CARQUEST AUTO PARTS STOR	14758-23308	00140845	13004350	REPR PTS U#16422 POLICE	04/18/14	237277	21.27-
00001 CARQUEST AUTO PARTS STOR	14758-23309	00140845	13004351	REPR PTS U#16754 POLICE	04/18/14	237277	586.80-
00001 CARQUEST AUTO PARTS STOR	14758-23310	00140845	13004352	REPR PTS U#16754 POLICE	04/18/14	237277	62.63-
00001 CARQUEST AUTO PARTS STOR	14758-25130	00141614	13004389	REPR PTS POLICE STOCK	04/18/14	237277	632.85-
00001 CARQUEST AUTO PARTS STOR	14758-25133	00141614	13004390	REPR PTS U#17804 POLICE	04/18/14	237277	57.07-
00001 CARQUEST AUTO PARTS STOR	14758-23306	00140782	13004416	REPR PTS U#8668 STREET	04/18/14	237277	31.19-
00001 CARQUEST AUTO PARTS STOR	14758-23307	00140782	13004417	REPR PTS SANIT STOCK	04/18/14	237277	49.70-
00001 CARQUEST AUTO PARTS STOR	14758-24745	00141448	13004451	REPR PTS U#7871 STREET	04/18/14	237277	22.82-
00001 CARQUEST AUTO PARTS STOR	14758-24746	00141448	13004452	REPR PTS U#16201 STREET	04/18/14	237277	22.00-
00001 CARQUEST AUTO PARTS STOR	14758-24747	00141448	13004453	REPR PTS U#13892 SANIT	04/18/14	237277	19.76-
00001 CARQUEST AUTO PARTS STOR	14758-25284	00141702	13004496	REPR PTS U#11469 CONSTR	04/18/14	237277	516.78-
00001 CARQUEST AUTO PARTS STOR	14758-25393	00141741	13004564	REPR PTS VARI STREET UNITS	04/18/14	237277	130.95-
00001 CARQUEST AUTO PARTS STOR	14758-25394	00141741	13004565	REPR PTS VARI STREET UNITS	04/18/14	237277	130.95-
00001 CARQUEST AUTO PARTS STOR	14758-25396	00141741	13004566	REPR PTS VARI STREET UNITS	04/18/14	237277	236.86-
00001 CARQUEST AUTO PARTS STOR	14758-25399	00141745	13004567	REPR PTS STREET BACKHOE	04/18/14	237277	58.92-
CARQUEST AUTO PARTS STOR							
Sum							2,726.83-
00001 CARTER, MADELINE OLIVIA	PO#141566 4/	00141566	13004328	SURVEYS NLC ACCESS HEALTH	04/18/14	237278	54.00-
CARTER, MADELINE OLIVIA							
Sum							54.00-
00001 CELLEBRITE USA CORP	139414	00141035	13004355	FORENSIC EXTRACTION DEVICE	04/18/14	237280	7,583.99-
CELLEBRITE USA CORP							
Sum							7,583.99-
00001 CERTIFIED LABORATORIES	1455212	00141361	13004128	COOL TOWER CHEMICAL CITY HALL	04/18/14	237282	1,421.25-
00001 CERTIFIED LABORATORIES	1461015	00141442	13004370	CHEMICALS HEALTH DIV	04/18/14	237282	4,922.50-
00001 CERTIFIED LABORATORIES	1467438 FRT	00141840	13004568	FREIGHT CHGS PO#141628	04/18/14	237282	153.95-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 CERTIFIED LABORATORIES	1430993	00140735	13004570	CHEMICALS-HEALTH DIV	04/18/14	237282	4,867.50-
CERTIFIED LABORATORIES Sum							11,365.20-
00001 CHRISTOPHER, TYESHA (SUR	PO#141088 4/	00141088	13004329	SURVEYS NLC ACCESS HEALTH	04/18/14	237283	48.00-
CHRISTOPHER, TYESHA (SUR Sum							48.00-
00001 CITY OF HATTIESBURG FUND	TRF 1ST 4/14	02014402	13004043	TRF 1ST 4/14 PAYROLL	04/02/14	18672	880,647.03-
00001 CITY OF HATTIESBURG FUND	TRF 2ND 4/14	02014402	13004513	TRF 2ND 4/14 PAYROLL	04/15/14	18699	1,007,292.30-
CITY OF HATTIESBURG FUND Sum							1,887,939.33-
00001 CODE BLUE	INC10236	00140969	13004067	CODE BLUE STROBE LIGHTS DEPOT	04/18/14	237288	1,425.00-
CODE BLUE Sum							1,425.00-
00001 COLEMAN, JERESIA N (SURV	PO#141097 4/	00141097	13004330	SURVEYS NLC ACCESS HEALTH	04/18/14	237289	48.00-
COLEMAN, JERESIA N (SURV Sum							48.00-
00001 COMCAST CABLEVISION OF H	095777456110	00141455	13004087	CONVERTER BOX LEASE 3/28-4/27	04/18/14	237291	8.90-
COMCAST CABLEVISION OF H Sum							8.90-
00001 COMPREHENSIVE RADIOLOGY	CRS100113583	00141529	13004147	SRVS 11/15/13 SMITH-PRISONER	04/18/14	237292	425.00-
00001 COMPREHENSIVE RADIOLOGY	CRS100155859	00141529	13004148	SRVS 2/17/14 HOLLIMON-PRISONR	04/18/14	237292	44.00-
COMPREHENSIVE RADIOLOGY Sum							469.00-
00001 COMSOUTH	173369	00141193	13004082	GLASS ANTENNA MOUNT U#19449	04/18/14	237293	65.90-
COMSOUTH Sum							65.90-
00001 CONSOLIDATED PLASTICS CO	7430251	00141140	13004065	FLOOR MATS TRAIN DEPOT	04/18/14	237294	493.75-
CONSOLIDATED PLASTICS CO Sum							493.75-
00001 COOPER CONSULTING CO INC	MIDTOWN TAX	00141416	13004064	CONSULTANT MIDTOWN STUDY	04/18/14	237297	2,900.00-
COOPER CONSULTING CO INC Sum							2,900.00-
00001 COURTESY MOTORS INC	185618	00140443	13004104	REPR PTS U#16965 FIRE DEPT	04/18/14	237299	223.25-
COURTESY MOTORS INC Sum							223.25-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 COURTNEY, KELSEY LYNN (S	PO#141552 4/	00141562	13004331	SURVEYS NLC ACCESS HEALTH	04/18/14	237300	30.00-
COURTNEY, KELSEY LYNN (S Sum							30.00-
00001 COURTNEY'S RESTAURANT EQ	8397	00141507	13004165	ICE MACH REPR MECHANIC SHOP	04/18/14	237301	196.89-
00001 COURTNEY'S RESTAURANT EQ	8399	00141502	13004175	ICE MACHINE REPR SANIT DEPT	04/18/14	237301	115.00-
COURTNEY'S RESTAURANT EQ Sum							311.89-
00001 CUMMINS MID SOUTH LLC	003-51287	00141671	13004415	ENGINE REPR U#13560 FIRE DEPT	04/18/14	237302	787.48-
CUMMINS MID SOUTH LLC Sum							787.48-
00001 CUPIT, ANNIE HOUSTON (SU	PO#141564 4/	00141564	13004379	SURVEYS NLC ACCESS HEALTH	04/18/14	237303	24.00-
CUPIT, ANNIE HOUSTON (SU Sum							24.00-
00001 DAKTECH COMPUTERS	INV0311180	00141288	13004381	COMPUTERS VARI DEPTS	04/18/14	237305	20,460.00-
00001 DAKTECH COMPUTERS	INV0311212	00141325	13004469	COMPUTERS INFO TECH DEPT	04/18/14	237305	2,998.00-
DAKTECH COMPUTERS Sum							23,458.00-
00001 DOMINO'S PIZZA (BAD CHEC	PHILLIP LANG	02014386	13004252	MERCHANT FEE & FINE	04/18/14	237313	28.89-
00001 DOMINO'S PIZZA (BAD CHEC	PHILLIP LANG	02014386	13004253	MERCHANT FEE & FINE	04/18/14	237313	38.52-
DOMINO'S PIZZA (BAD CHEC Sum							67.41-
00001 DUCKWORTH, LATASHA N (SU	PO#141197 4/	00141197	13004332	SURVEYS NLC ACCESS HEALTH	04/18/14	237314	54.00-
DUCKWORTH, LATASHA N (SU Sum							54.00-
00001 EASHMOND, JACKIE (SURVEY	PO#141505 4/	00141505	13004425	SURVEYS NLC ACCESS HEALTH	04/18/14	237320	54.00-
EASHMOND, JACKIE (SURVEY Sum							54.00-
00001 EATON, KERMAS	PETTY CASH 1	00141615	13004323	PETTY CASH VARI DEPTS	04/18/14	237321	156.82-
EATON, KERMAS Sum							156.82-
00001 EMERGENCY EQUIPMENT PROF	409344	00140130	13004099	REPR PTS U#13933 FIRE DEPT	04/18/14	237326	138.37-
00001 EMERGENCY EQUIPMENT PROF	409583	00140351	13004100	REPR PTS U#13933 FIRE DEPT	04/18/14	237326	109.14-
00001 EMERGENCY EQUIPMENT PROF	409697	00140963	13004233	REPR PTS U#13932 FIRE DEPT	04/18/14	237326	78.57-
00001 EMERGENCY EQUIPMENT PROF	409951	00141335	13004397	REPR PTS VARI FIRE UNITS	04/18/14	237326	555.94-
00001 EMERGENCY EQUIPMENT PROF	409982	00141550	13004484	RPLCMNT FIRE HOSE	04/18/14	237326	4,087.98-
00001 EMERGENCY EQUIPMENT PROF	410007	00141648	13004560	REPR PTS U#14517 FIRE DEPT	04/18/14	237326	85.36-
EMERGENCY EQUIPMENT PROF Sum							5,055.36-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 EMERGENCY MEDICAL PRODUC	1635061	00141402	13004360	MEDICAL SUPP FIRE DEPT	04/18/14	237327	661.78-
00001 EMERGENCY MEDICAL PRODUC	RGA026570	00141402	13004374	CREDIT PO#113918	04/18/14	237327	353.70
EMERGENCY MEDICAL PRODUC Sum							308.08-
00001 EMERGENCY VETS	25831	00141555	13004244	EUTHANASIA SERVS	04/18/14	237328	58.00-
EMERGENCY VETS Sum							58.00-
00001 EVT CERTIFICATION COMMIS	1348	00141419	13004096	CERTIF CLASS-L SMITH-ACADEMY	04/18/14	237330	70.00-
EVT CERTIFICATION COMMIS Sum							70.00-
00001 FAIRLEY, BILLY RAY	573940	00141269	13004284	REPR FOUNTAIN TILE-TRN DEPOT	04/18/14	237331	500.00-
FAIRLEY, BILLY RAY Sum							500.00-
00001 FARRIS, JONATHAN M ATTOR	20178	00141842	13004545	SERVS 2/11-4/1/14 MUN COURT	04/18/14	237332	2,240.00-
FARRIS, JONATHAN M ATTOR Sum							2,240.00-
00001 FASTENAL COMPANY	MSHAT169419	00141061	13004112	FIRST AID KITS CONSTR UNITS	04/18/14	237333	273.90-
00001 FASTENAL COMPANY	MSHAT169184	00140846	13004143	VEHICLE MAINT PTS FIRE DEPT	04/18/14	237333	608.44-
00001 FASTENAL COMPANY	MSHAT169081	00140875	13004171	RAIN JACKET-CONSTR	04/18/14	237333	7.72-
00001 FASTENAL COMPANY	MSHAT169372	00140875	13004172	FESTIVAL STAGE SUPP-CONSTR	04/18/14	237333	565.46-
00001 FASTENAL COMPANY	MSHAT168758	00140576	13004302	SAW BLADES/STREET BROOMS	04/18/14	237333	126.58-
00001 FASTENAL COMPANY	MSHAT168782	00140410	13004305	HAND TOOLS STREET DEPT	04/18/14	237333	760.42-
00001 FASTENAL COMPANY	MSHAT169676	00141358	13004408	WASP SPRAY AIRPORT MAINT	04/18/14	237333	138.14-
FASTENAL COMPANY Sum							2,480.66-
00001 FEDERAL EXPRESS	2-601-45901	00141638	13004321	SERV 3/14/14 DELGADO-COUNCIL	04/18/14	237334	58.15-
00001 FEDERAL EXPRESS	2-608-83270	00141658	13004403	SRVS 3/24/14 ENGR DEPT	04/18/14	237334	15.62-
FEDERAL EXPRESS Sum							73.77-
00001 FERGUSON ENTERPRISES INC	1231714	00141212	13004169	PLUMBING TOOLS CONSTR DEPT	04/18/14	237335	121.11-
00001 FERGUSON ENTERPRISES INC	1231714-1	00141212	13004170	PLUMBING TOOLS CONSTR DEPT	04/18/14	237335	79.54-
FERGUSON ENTERPRISES INC Sum							200.65-
00001 FIRE HOSE DIRECT	13698	00139709	13004298	FIRE HOSE STRAPS	04/18/14	237336	253.09-
FIRE HOSE DIRECT Sum							253.09-
00001 FORREST CTY DISTRICT ATT	BAD CHECK FE	02014385	13004251	BAD CHECK RECOVERY FEE	04/18/14	237339	94.56-
FORREST CTY DISTRICT ATT							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							94.56-
00001 FORREST CTY HEALTH DEPT	HEP B VACCIN	00141858	13004579	HEP B VACINE JOHNSON 3RD DOSE	04/18/14	237340	44.00-
FORREST CTY HEALTH DEPT Sum							44.00-
00001 FORREST CTY SUPERVISORS	JAIL 1/14 EX	00141525	13004157	JAIL 1/14 EXPENSES	04/18/14	237341	67,600.00-
00001 FORREST CTY SUPERVISORS	JAIL 1/14 ME	00141525	13004158	JAIL 1/14 MEDICAL	04/18/14	237341	1,212.00-
FORREST CTY SUPERVISORS Sum							68,812.00-
00001 FORREST GENERAL HOSP-PHA	82345 9/13	00141523	13004150	JAIL DRUGS 9/13	04/18/14	237342	263.51-
00001 FORREST GENERAL HOSP-PHA	83510 1/14	00141523	13004151	JAIL DRUGS 1/14	04/18/14	237342	35.00-
00001 FORREST GENERAL HOSP-PHA	83514 2/14	00141523	13004152	JAIL DRUGS 2/14	04/18/14	237342	934.00-
FORREST GENERAL HOSP-PHA Sum							1,232.51-
00001 FORREST GENERAL HOSPITAL	900106293 BE	00141522	13004149	SRVS 10/13/13 BESTER-PRISONER	04/18/14	237343	4,347.75-
FORREST GENERAL HOSPITAL Sum							4,347.75-
00001 FORREST GENERAL HOSPITAL	EAP CHARGE 4	00141373	13004072	EAP CHARGE 4/14	04/18/14	237344	1,785.00-
FORREST GENERAL HOSPITAL Sum							1,785.00-
00001 FRANKLIN, JAZMINE (SURVE	PO#141090 4/	00141090	13004333	SURVEYS NLC ACCESS HEALTH	04/18/14	237345	48.00-
FRANKLIN, JAZMINE (SURVE Sum							48.00-
00001 FUELMAN OF MS	BG127044 NP4	00141526	13004131	FUEL CHGS 3/17-23/14 POLICE	04/18/14	237346	85.47-
00001 FUELMAN OF MS	BG127044 NP4	00141554	13004234	FUEL CHGS QUINN/JACKSON 3/21	04/18/14	237346	69.52-
00001 FUELMAN OF MS	BG127044 NP4	00141592	13004349	FUEL CHGS 3/24-30/14 POLICE	04/18/14	237346	51.72-
FUELMAN OF MS Sum							206.71-
00001 G & K SERVICES	1035472386	00141539	13004189	UNIFORMS 3/11 STREET	04/18/14	237357	165.52-
00001 G & K SERVICES	1035474517	00141539	13004190	UNIFORMS 3/18 STREET	04/18/14	237357	121.84-
00001 G & K SERVICES	1035476661	00141539	13004191	UNIFORMS 3/25 STREET	04/18/14	237357	235.18-
00001 G & K SERVICES	1035478816	00141539	13004192	UNIFORMS 4/04 STREET	04/18/14	237357	119.66-
00001 G & K SERVICES	1035472387	00141539	13004193	UNIFORMS 3/11 SHOP	04/18/14	237357	105.00-
00001 G & K SERVICES	1035474518	00141539	13004194	UNIFORMS 3/18 SHOP	04/18/14	237357	42.00-
00001 G & K SERVICES	1035476662	00141539	13004195	UNIFORMS 3/25 SHOP	04/18/14	237357	168.00-
00001 G & K SERVICES	1035478817	00141539	13004196	UNIFORMS 4/01 SHOP	04/18/14	237357	38.00-
00001 G & K SERVICES	1035472389	00141539	13004197	MOP/MAT 3/11 GO&FS	04/18/14	237357	25.95-
00001 G & K SERVICES	1035474520	00141539	13004198	MOP/MAT 3/18 GO&FS	04/18/14	237357	25.95-
00001 G & K SERVICES	1035476664	00141539	13004199	MOP/MAT 3/25 GO&FS	04/18/14	237357	25.95-
00001 G & K SERVICES	1035478819	00141539	13004200	MOP/MAT 4/01 GO&FS	04/18/14	237357	25.95-
00001 G & K SERVICES	1035472385	00141539	13004201	UNIFORMS 3/11 SANIAT	04/18/14	237357	118.55-
00001 G & K SERVICES	1035474516	00141539	13004202	UNIFORMS 3/18 SANIT	04/18/14	237357	118.55-
00001 G & K SERVICES	1035476660	00141539	13004203	UNIFORMS 3/25 SANIT	04/18/14	237357	285.26-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 G & K SERVICES	1035478815	00141539	13004204	UNIFORMS 4/01 SANIT	04/18/14	237357	117.46-
00001 G & K SERVICES	1035472388	00141539	13004205	MOP/MAT 3/11 SANIT	04/18/14	237357	17.40-
00001 G & K SERVICES	1035474519	00141539	13004206	MOP/MAT 3/18 SANIT	04/18/14	237357	17.40-
00001 G & K SERVICES	1035476663	00141539	13004207	MOP/MAT 3/25 SANIT	04/18/14	237357	17.40-
00001 G & K SERVICES	1035478818	00141539	13004208	MOP/MAT 4/01 SANIT	04/18/14	237357	17.40-
00001 G & K SERVICES	1035472382	00141539	13004209	UNIFORMS 3/11 ST CLEAN	04/18/14	237357	19.66-
00001 G & K SERVICES	1035474513	00141539	13004210	UNIFORMS 3/18 ST CLEAN	04/18/14	237357	19.66-
00001 G & K SERVICES	1035476657	00141539	13004211	UNIFORMS 3/25 ST CLEAN	04/18/14	237357	19.66-
00001 G & K SERVICES	1035478812	00141539	13004212	UNIFORMS 4/01 ST CLEAN	04/18/14	237357	19.66-
00001 G & K SERVICES	1035472383	00141539	13004213	UNIFORMS 3/11 HEALTH	04/18/14	237357	54.18-
00001 G & K SERVICES	1035474514	00141539	13004214	UNIFORMS 3/18 HEALTH	04/18/14	237357	54.18-
00001 G & K SERVICES	1035476658	00141539	13004215	UNIFORMS 3/25 HEALTH	04/18/14	237357	54.18-
00001 G & K SERVICES	1035478813	00141539	13004216	UNIFORMS 4/01 HEALTH	04/18/14	237357	54.18-
00001 G & K SERVICES	1035472384	00141539	13004217	UNIFORMS 3/11 HEALTH	04/18/14	237357	15.84-
00001 G & K SERVICES	1035474515	00141539	13004218	UNIFORMS 3/18 HEALTH	04/18/14	237357	15.84-
00001 G & K SERVICES	1035476659	00141539	13004219	UNIFORMS 3/25 HEALTH	04/18/14	237357	15.84-
00001 G & K SERVICES	1035478814	00141539	13004220	UNIFORMS 4/01 HEALTH	04/18/14	237357	15.84-
00001 G & K SERVICES	1035470245	00141546	13004263	UNIFORMS 3/04 TRAFFIC	04/18/14	237357	14.00-
00001 G & K SERVICES	1035474500	00141546	13004264	UNIFORMS 3/18 TRAFFIC	04/18/14	237357	14.00-
00001 G & K SERVICES	1035472369	00141546	13004265	UNIFORMS 3/11 TRAFFIC	04/18/14	237357	39.20-
00001 G & K SERVICES	1035476644	00141546	13004266	UNIFORMS 3/25 TRAFFIC	04/18/14	237357	20.66-
00001 G & K SERVICES	1035470246	00141546	13004267	UNIFORMS 3/04 CONSTR	04/18/14	237357	42.66-
00001 G & K SERVICES	1035472370	00141546	13004268	UNIFORMS 3/11 CONSTR	04/18/14	237357	43.02-
00001 G & K SERVICES	1035474501	00141546	13004269	UNIFORMS 3/18 CONSTR	04/18/14	237357	59.22-
00001 G & K SERVICES	1035476645	00141546	13004270	UNIFORMS 3/25 CONSTR	04/18/14	237357	46.62-
00001 G & K SERVICES	1035470247	00141546	13004271	MATS 3/04 CONSTR	04/18/14	237357	6.40-
00001 G & K SERVICES	1035472371	00141546	13004272	MATS 3/11 CONSTR	04/18/14	237357	6.40-
00001 G & K SERVICES	1035474502	00141546	13004273	MATS 3/18 CONSTR	04/18/14	237357	6.40-
00001 G & K SERVICES	1035476646	00141546	13004274	MATS 3/25 CONSTR	04/18/14	237357	6.40-
00001 G & K SERVICES	1035470266	00141546	13004275	UNIFORMS 3/04 AIRPORT	04/18/14	237357	12.70-
00001 G & K SERVICES	1035474521	00141546	13004276	UNIFORMS 3/18 AIRPORT	04/18/14	237357	12.70-
00001 G & K SERVICES	1035476665	00141546	13004277	UNIFORMS 3/25 AIRPORT	04/18/14	237357	12.70-
00001 G & K SERVICES	1035472390	00141546	13004278	UNIFORMS 3/11 AIRPORT	04/18/14	237357	12.70-
00001 G & K SERVICES	1035470240	00141705	13004457	UNIFORMS 3/04 CEM/FORESTRY	04/18/14	237357	56.34-
00001 G & K SERVICES	10354722364	00141705	13004458	UNIFORMS 3/11 CEM/FORESTRY	04/18/14	237357	56.34-
00001 G & K SERVICES	1035474495	00141705	13004459	UNIFORMS 3/18 CEM/FORESTRY	04/18/14	237357	56.34-
00001 G & K SERVICES	1035476639	00141705	13004460	UNIFORMS 3/25 CEM/FORESTRY	04/18/14	237357	56.34-
00001 G & K SERVICES	1035470241	00141705	13004461	MOP/MAT 3/04 CEM/FORESTRY	04/18/14	237357	22.40-
00001 G & K SERVICES	1035472365	00141705	13004462	MOP/MAT 3/11 CEM/FORESTRY	04/18/14	237357	22.40-
00001 G & K SERVICES	1035474496	00141705	13004463	MOP/MAT 3/18 CEM/FORESTRY	04/18/14	237357	22.40-
00001 G & K SERVICES	103476640	00141705	13004464	MOP/MAT 3/25 CEM/FORESTRY	04/18/14	237357	22.40-
G & K SERVICES Sum							2,837.88-
00001 GALL'S INC	001782001	00141378	13004288	UNIFORM SHOES-HARRIS-POLICE	04/18/14	237359	90.98-
00001 GALL'S INC	001813346	00141534	13004477	UNIFORM SHOES-COOK-POLICE	04/18/14	237359	90.98-
00001 GALL'S INC	001809931	00141579	13004478	SHOULDER EPAULETS POLICE	04/18/14	237359	162.89-
GALL'S INC Sum							344.85-
00001 GARNER LUMLEY ELECTRIC S	498003	00140882	13004306	LIGHT BULBS PUB WORKS YARD	04/18/14	237361	1,462.34-
00001 GARNER LUMLEY ELECTRIC S	498179	00140882	13004307	LIGHT BULBS PUB WORKS YARD	04/18/14	237361	1,852.90-
GARNER LUMLEY ELECTRIC S Sum							3,315.24-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 GEIGER MIDSOUTH (BROTHER	2604538	00141573	13004281	LABELS-AD ITEMS M/ADM	04/18/14	237363	280.08-
00001 GEIGER MIDSOUTH (BROTHER	2599395	00141573	13004282	BUTTONS-AD ITEMS M/ADM	04/18/14	237363	404.11-
00001 GEIGER MIDSOUTH (BROTHER	2599396	00141573	13004283	PENCILS-AD ITEMS M/ADM	04/18/14	237363	317.63-
GEIGER MIDSOUTH (BROTHER Sum							1,001.82-
00001 GILKEY ELECTRIC SUPPLY C	254600	00141192	13004068	FOUNTAIN LIGHTS SUPP DEPOT	04/18/14	237364	88.10-
00001 GILKEY ELECTRIC SUPPLY C	254715	00141276	13004173	ELEC SUPP HUBFEST 2014	04/18/14	237364	175.33-
GILKEY ELECTRIC SUPPLY C Sum							263.43-
00001 GILLILANDS ELECTRONICS S	56942	00141429	13004365	VOICE MAIL CHANGES CONSTR DEP	04/18/14	237366	70.00-
00001 GILLILANDS ELECTRONICS S	56625	00141698	13004447	CODE BLUE BOX TRAIN DEPOT	04/18/14	237366	70.00-
00001 GILLILANDS ELECTRONICS S	56555	00141781	13004527	CHANGE ALARM CODE POLICE DEPT	04/18/14	237366	35.00-
GILLILANDS ELECTRONICS S Sum							175.00-
00001 GLADDEN LAW OFFICE PLLC	10358	00141819	13004518	SRV LIGHTHOUSE RESCUE MISSION	04/18/14	237367	2,387.00-
00001 GLADDEN LAW OFFICE PLLC	10359	00141819	13004519	SRVS SHARON MARK	04/18/14	237367	1,099.00-
00001 GLADDEN LAW OFFICE PLLC	10361	00141819	13004520	SRVS PEARSON'S FIREWORKS	04/18/14	237367	266.00-
00001 GLADDEN LAW OFFICE PLLC	10360	00141819	13004521	SRVS ZONING ISSUES	04/18/14	237367	392.00-
GLADDEN LAW OFFICE PLLC Sum							4,144.00-
00001 GOODWIN, AMBER N (SURVEY	PO#141084 4/	00141084	13004334	SURVEYS NLC ACCESS HEALTH	04/18/14	237369	54.00-
GOODWIN, AMBER N (SURVEY Sum							54.00-
00001 GRABEN, KASEY LYNN (SURV	PO#141180 4/	00141180	13004335	SURVEYS NLC ACCESS HEALTH	04/18/14	237370	54.00-
GRABEN, KASEY LYNN (SURV Sum							54.00-
00001 GREEN, MELINDA DENISE (S	PO#141683 4/	00141683	13004426	SURVEYS NLC ACCESS HEALTH	04/18/14	237374	54.00-
GREEN, MELINDA DENISE (S Sum							54.00-
00001 GULF COAST OFFICE PRODUC	PO#141520 4/	00141520	13004405	PAPER TOWELS PUBLIC WORKS	04/18/14	237376	98.60-
GULF COAST OFFICE PRODUC Sum							98.60-
00001 H D INDUSTRIES INC	21144	00141050	13004163	REPR PTS U#11302 STREET	04/18/14	237377	1,486.40-
H D INDUSTRIES INC Sum							1,486.40-
00001 H'BURG CYCLES INC	PO#141137 3/	00141137	13004097	UTV ACADEMY SPECIAL OPS	04/18/14	237378	20,498.38-
H'BURG CYCLES INC Sum							20,498.38-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 H'BURG HYDRAULICS INC	54952	00141447	13004161	REPR PTS U#16076 STREET	04/18/14	237379	38.25-
00001 H'BURG HYDRAULICS INC	54914	00141366	13004309	OIL FOR CITY VEHICLES	04/18/14	237379	498.80-
00001 H'BURG HYDRAULICS INC	55019	00141618	13004454	REPR PTS U#14407 SANIT	04/18/14	237379	344.29-
00001 H'BURG HYDRAULICS INC	55065	00141250	13004497	REPR PTS U#17727 SANIT	04/18/14	237379	84.43-
H'BURG HYDRAULICS INC Sum							965.77-
00001 H'BURG PAINT AND DECORAT	WO131103	00141290	13004080	PAINT SUPP HPD STAIRWELL REPR	04/18/14	237380	147.87-
H'BURG PAINT AND DECORAT Sum							147.87-
00001 H'BURG PUBLISHING	49627	00141779	13004516	AD-CADENZA SPECIAL SECTION	04/18/14	237381	193.00-
H'BURG PUBLISHING Sum							193.00-
00001 HALSEN PRODUCTS COMPANY	0120861-IN	00140653	13004372	RAINSUITS CEMETERY/FORESTRY	04/18/14	237383	97.57-
00001 HALSEN PRODUCTS COMPANY	0120959-IN	00140653	13004373	RAINSUITS CEMETERY/FORESTRY	04/18/14	237383	50.62-
HALSEN PRODUCTS COMPANY Sum							148.19-
00001 HARTFIELD, RITA (SURVEY	PO#141506 4/	00141506	13004427	SURVEYS NLC ACCESS HEALTH	04/18/14	237386	54.00-
HARTFIELD, RITA (SURVEY Sum							54.00-
00001 HEADSETS DIRECT INC	94891	00140492	13004078	PUSH/TALK SWITCHES-DISPATCH	04/18/14	237388	533.35-
HEADSETS DIRECT INC Sum							533.35-
00001 HEALTHWORKS LLC	2025000123 2	00141473	13004132	PRE-EMP PHYSICAL-CRABTREE	04/18/14	237389	70.00-
00001 HEALTHWORKS LLC	2025000123 2	00141473	13004133	PRE-EMP PHYSICAL-FORD	04/18/14	237389	70.00-
00001 HEALTHWORKS LLC	2025000123 2	00141473	13004134	PRE-EMP PHYSICAL-KELLY	04/18/14	237389	384.00-
00001 HEALTHWORKS LLC	2025000123 2	00141473	13004135	PRE-EMP PHYSICAL-LEACH	04/18/14	237389	559.00-
HEALTHWORKS LLC Sum							1,083.00-
00001 HEARTSOUTH, PLLC (REFUND	PRIVILEGE TA	02014401	13004256	PRIVILEGE TAX REFUND	04/18/14	237390	23.00-
HEARTSOUTH, PLLC (REFUND Sum							23.00-
00001 HUDDLESTON, ROBERT	#1 AMTRAK RE	00141489	13004348	CATERING AMTRAK CEO RECEPTION	04/18/14	237394	1,740.00-
HUDDLESTON, ROBERT Sum							1,740.00-
00001 HUMAN FACTOR RESEARCH GR	6347	00141236	13004356	PPCT TRAINING BOOKS-RECRUITS	04/18/14	237395	237.00-
HUMAN FACTOR RESEARCH GR Sum							237.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 INDOFF INC	2429375	00140983	13004159	JANIT SUPP PUBLIC WORKS	04/18/14	237396	190.00-
00001 INDOFF INC	2429372	00140928	13004166	OFFICE SUPP-BEECH-PUB WORKS	04/18/14	237396	40.66-
00001 INDOFF INC	2430798	00141141	13004182	OFFICE SUPP CDBG/HOME PROGRAM	04/18/14	237396	51.99-
00001 INDOFF INC	2434745	00141375	13004292	OFFICE SUPP P/F ACADEMY	04/18/14	237396	304.80-
00001 INDOFF INC	2434325	00141382	13004296	OFFICE SUPP FIRE ADM	04/18/14	237396	16.49-
00001 INDOFF INC	2434785	00141382	13004297	OFFICE SUPP FIRE ADM	04/18/14	237396	484.46-
00001 INDOFF INC	2438919	00141608	13004482	JANIT SUPP FIRE DEPT	04/18/14	237396	582.78-
INDOFF INC Sum							1,671.18-
00001 INGRAM EQUIPMENT CO LLC	0020314-IN	00141251	13004366	REPR PTS U#17727 SANIT	04/18/14	237397	317.76-
00001 INGRAM EQUIPMENT CO LLC	0020403-IN	00141516	13004498	REPR PTS SANIT STOCK	04/18/14	237397	123.00-
INGRAM EQUIPMENT CO LLC Sum							440.76-
00001 INNOVATIVE SERVICE SOLUT	20140037	00141364	13004561	DEFIBRILLATOR MAINT FIRE DEPT	04/18/14	237398	750.00-
00001 INNOVATIVE SERVICE SOLUT	20140037(B)	00141823	13004562	ADDL AMT DUE PO#141364	04/18/14	237398	95.00-
INNOVATIVE SERVICE SOLUT Sum							845.00-
00001 INTERFACE SECURITY SYSTE	17358338A	00141399	13004119	ALARM MAINT SOUTH HILL CEM	04/18/14	237399	24.60-
INTERFACE SECURITY SYSTE Sum							24.60-
00001 INTL CODE COUNCIL (BOOKS	INV0412971	00141513	13004359	FIRE INSPECTION CODE BOOKS	04/18/14	237400	554.00-
INTL CODE COUNCIL (BOOKS Sum							554.00-
00001 IRBY, STUART C CO	S008192923.0	00141125	13004222	ELEC SUPP TRAIN DEPOT LIGHTS	04/18/14	237402	134.75-
00001 IRBY, STUART C CO	S008192923.0	00141125	13004223	ELEC SUPP TRAIN DEPOT LIGHTS	04/18/14	237402	154.00-
00001 IRBY, STUART C CO	S008192920.0	00141125	13004224	ELEC SUPP TRAIN DEPOT LIGHTS	04/18/14	237402	442.75-
00001 IRBY, STUART C CO	S008171756.0	00140871	13004225	ELEC SUPP TRAIN DEPOT LIGHTS	04/18/14	237402	283.05-
00001 IRBY, STUART C CO	S008171756.0	00140871	13004226	ELEC SUPP TRAIN DEPOT LIGHTS	04/18/14	237402	346.95-
00001 IRBY, STUART C CO	S008102524.0	00140407	13004241	ELEC SUPP DOWNTOWN LIGHTS	04/18/14	237402	7,138.14-
00001 IRBY, STUART C CO	S008192923.0	00141125	13004246	ELEC SUPP TRAIN DEPOT LIGHTS	04/18/14	237402	442.75-
00001 IRBY, STUART C CO	S008192920.0	00141125	13004247	CREDIT	04/18/14	237402	447.25
00001 IRBY, STUART C CO	S008206281.0	00140421	13004248	ELEC SUPP 3/14 POLICE DEPT	04/18/14	237402	21.19-
00001 IRBY, STUART C CO	S008188559.0	00141068	13004472	ELEC SUPP-LIGHTS-TRAIN DEPOT	04/18/14	237402	40.44-
00001 IRBY, STUART C CO	S008188559.0	00141068	13004473	ELEC SUPP-LIGHTS-TRAIN DEPOT	04/18/14	237402	291.39-
00001 IRBY, STUART C CO	S008188559.0	00141068	13004474	ELEC SUPP-LIGHTS-TRAIN DEPOT	04/18/14	237402	434.89-
00001 IRBY, STUART C CO	S008170709.0	00141060	13004493	LADDERS/WTR COOLER U#19553	04/18/14	237402	255.79-
00001 IRBY, STUART C CO	S008170709.0	00141060	13004494	LADDER U#19553 CONSTR	04/18/14	237402	322.64-
00001 IRBY, STUART C CO	S008170709.0	00141060	13004495	LADDER U#19553 CONSTR	04/18/14	237402	72.83-
00001 IRBY, STUART C CO	S008188559.0	00141068	13004502	CREDIT	04/18/14	237402	40.44
00001 IRBY, STUART C CO	S008188559.0	00141068	13004503	ELEC SUPP-LIGHTS-TRAIN DEPOT	04/18/14	237402	40.44-
00001 IRBY, STUART C CO	S008188559.0	00141068	13004504	CREDIT	04/18/14	237402	291.39
00001 IRBY, STUART C CO	S008188559.0	00141068	13004505	ELEC SUPP-LIGHTS-TRAIN DEPOT	04/18/14	237402	291.39-
IRBY, STUART C CO Sum							9,934.31-
00001 JOHNNY'S WRECKER SERVICE	23167	00140953	13004420	TOWING U#17731 SANIT	04/18/14	237407	250.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 JOHNNY'S WRECKER SERVICE	23306	00141617	13004455	TOWING U#14407 SANIT	04/18/14	237407	250.00-
JOHNNY'S WRECKER SERVICE Sum							500.00-
00001 JONES, JEFRIA (SURVEY TA	PO#141130 4/	00141130	13004336	SURVEYS NLC ACCESS HEALTH	04/18/14	237410	48.00-
JONES, JEFRIA (SURVEY TA Sum							48.00-
00001 KELLUM, MICHAEL	TRAVEL REIMB	00141421	13004094	EXPNS ROPE RESCUE TRAINING	04/18/14	237414	78.10-
KELLUM, MICHAEL Sum							78.10-
00001 KENTWOOD SPRINGWATER	926066	00141572	13004291	DRINKING WATER POLICE DEPT	04/18/14	237416	247.30-
00001 KENTWOOD SPRINGWATER	958126	00141678	13004413	DRINKING WATER POLICE DEPT	04/18/14	237416	205.05-
KENTWOOD SPRINGWATER Sum							452.35-
00001 KONE INC (MONTGOMERY KON	221444077	00141782	13004517	MAINT 4/14-6/14 CITY HALL	04/18/14	237423	1,100.97-
KONE INC (MONTGOMERY KON Sum							1,100.97-
00001 KRONOS INCORPORATED	10839389	00132169	13004375	TIME/ATTENDANCE SOFTWARE	04/18/14	237424	21,051.74-
KRONOS INCORPORATED Sum							21,051.74-
00001 L E A DATA TECHNOLOGIES	12-2761-02	00141632	13004384	INTERNAL AFFAIRS SOFTWARE	04/18/14	237425	50.00-
L E A DATA TECHNOLOGIES Sum							50.00-
00001 LAMINEX, INC	48607	00139570	13004092	ID CARD SYSTEM POLICE DEPT	04/18/14	237426	4,396.88-
00001 LAMINEX, INC	49303	00139570	13004093	ID CARD SYSTEM POLICE DEPT	04/18/14	237426	614.33-
LAMINEX, INC Sum							5,011.21-
00001 LANDERS DODGE	04/08/2014	00139777	13004314	10-2014 DODGE CHARGERS	04/08/14	18693	231,180.00-
LANDERS DODGE Sum							231,180.00-
00001 LAUREL MACHINE & FOUNDRY	468192	00141543	13004532	STEEL/METAL STREET DEPT	04/18/14	237428	904.84-
LAUREL MACHINE & FOUNDRY Sum							904.84-
00001 LAWRENCE PRINTING CO INC	71773	00140181	13004126	CITATIONS MUN COURT	04/18/14	237429	1,497.83-
LAWRENCE PRINTING CO INC Sum							1,497.83-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 LEXISNEXIS MATTHEW BENDE	5761301X	00141380	13004060	MS ADVANCE CODE SRV 3/14-2/15	04/18/14	237431	58.43-
00001 LEXISNEXIS MATTHEW BENDE	57774870	00141528	13004130	MS CODE SUPPLEMENTS POLICE	04/18/14	237431	21.44-
00001 LEXISNEXIS MATTHEW BENDE	57794790	00141640	13004324	MS CODE COURT RULES 2014 M/AD	04/18/14	237431	92.10-
LEXISNEXIS MATTHEW BENDE Sum							171.97-
00001 LOWE'S OF HATTIESBURG IN	924783	00140435	13004315	HOSE TESTER TOOL BOX-FIRE DEP	04/18/14	237436	266.00-
00001 LOWE'S OF HATTIESBURG IN	936950	00140450	13004316	RESTROOM SUPP PUBLIC WORKS	04/18/14	237436	59.74-
00001 LOWE'S OF HATTIESBURG IN	967014	00140417	13004317	HAND TOOL CONSTR DEPT	04/18/14	237436	141.55-
00001 LOWE'S OF HATTIESBURG IN	967013	00140481	13004318	HEAT GUN CONSTR DEPT	04/18/14	237436	66.49-
00001 LOWE'S OF HATTIESBURG IN	973607	00141210	13004319	HAND TOOLS CONSTR DEPT	04/18/14	237436	437.49-
00001 LOWE'S OF HATTIESBURG IN	967022	00140850	13004320	MAILBOX SANIT DEPT	04/18/14	237436	27.04-
LOWE'S OF HATTIESBURG IN Sum							998.31-
00001 McMAHAN ENTERPRISES	1934	00141509	13004299	RESCUE TOOL MOUNTING BRACKETS	04/18/14	237437	250.00-
McMAHAN ENTERPRISES Sum							250.00-
00001 MARVIN'S INC	15361868-417	00141512	13004304	PORTLAND CEMENT STREET DEPT	04/18/14	237442	767.90-
MARVIN'S INC Sum							767.90-
00001 MAULDIN COMPANY	27804	00140981	13004110	BRAKE FLUID SHOP STOCK	04/18/14	237444	78.56-
00001 MAULDIN COMPANY	27920	00141069	13004178	FUEL FILTERS AIRPORT TRACTORS	04/18/14	237444	46.80-
00001 MAULDIN COMPANY	28111	00141542	13004488	REPR PTS U#15515 STREET	04/18/14	237444	119.18-
MAULDIN COMPANY Sum							244.54-
00001 MCCAIN UNIFORMS	280200-1	00139633	13004289	TROUSERS-LATERAL OFFICERS	04/18/14	237446	650.00-
00001 MCCAIN UNIFORMS	282198-1	00141127	13004411	UNIFORMS-SIMS-POLICE	04/18/14	237446	325.00-
MCCAIN UNIFORMS Sum							975.00-
00001 MCCARTY, KURT PATRICK (R	MUNICIPAL CO	02014424	13004423	MUNICIPAL COURT REFUND	04/18/14	237448	500.00-
MCCARTY, KURT PATRICK (R Sum							500.00-
00001 MCCRORY, DONALD P	3/14 SALARY	00141831	13004558	SALARY 3/14 HOMELAND SEC TRNR	04/18/14	237450	4,368.00-
00001 MCCRORY, DONALD P	3/14 TRAVEL	00141831	13004559	TRAVEL EXPENSE 3/14	04/18/14	237450	1,092.91-
MCCRORY, DONALD P Sum							5,460.91-
00001 MCELHANEY PLUMBING INC	218031	00141477	13004308	LAUNDRY TUB FAUCET-SHOP	04/18/14	237451	79.90-
00001 MCELHANEY PLUMBING INC	219664	00141666	13004414	PLUMB SUPP #2 FIRE STA	04/18/14	237451	99.95-
00001 MCELHANEY PLUMBING INC	219685	00141722	13004470	COOLING TOWER SUPP CITY HALL	04/18/14	237451	38.95-
00001 MCELHANEY PLUMBING INC	217429	00140872	13004485	BLDG MATLS #2 FIRE STA	04/18/14	237451	107.84-
00001 MCELHANEY PLUMBING INC	217430	00140872	13004486	BLDG MATLS #5 FIRE STA	04/18/14	237451	516.00-
00001 MCELHANEY PLUMBING INC	218066	00141403	13004531	PLUMB SUPP PUB WORKS BREAKRM	04/18/14	237451	199.90-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MCELHANEY PLUMBING INC							
Sum							1,042.54-
00001 MCKINLEY, ALLEN	TRAVEL REIMB	00141817	13004534	EXPNS MACE CONF GREENWOOD	04/18/14	237455	48.28-
MCKINLEY, ALLEN							
Sum							48.28-
00001 MCMULLAN EQUIPMENT CO	153338P	00141613	13004391	REPR PTS POLICE STOCK	04/18/14	237456	267.00-
00001 MCMULLAN EQUIPMENT CO	153408P	00141613	13004392	REPR PTS POLICE STOCK	04/18/14	237456	146.20-
MCMULLAN EQUIPMENT CO							
Sum							413.20-
00001 MEGAGATE	205876-00 3/	00141626	13004342	INET/NETWORK 4/14 INFO TECH	04/18/14	237457	14,232.40-
MEGAGATE							
Sum							14,232.40-
00001 MELLOTT, WENONA (SURVEY	PO#141081 4/	00141081	13004337	SURVEYS NLC ACCESS HEALTH	04/18/14	237458	54.00-
MELLOTT, WENONA (SURVEY							
Sum							54.00-
00001 METRO CRIMESTOPPERS INC	CITY COURT C	02014394	13004052	CITY COURT COST 3/14	04/02/14	18681	2,187.49-
METRO CRIMESTOPPERS INC							
Sum							2,187.49-
00001 MID SOUTH UNIFORM & SUPP	512296	00140851	13004075	NAME TAG-HERRIN-POLICE	04/18/14	237460	15.50-
00001 MID SOUTH UNIFORM & SUPP	512304	00141038	13004076	GOLD P CAP BUTTONS	04/18/14	237460	30.00-
00001 MID SOUTH UNIFORM & SUPP	512303	00140230	13004079	POCKET BADGE CASES	04/18/14	237460	55.92-
00001 MID SOUTH UNIFORM & SUPP	512783	00140617	13004290	BODY ARMOR CARRIER-ROBINSON	04/18/14	237460	114.00-
MID SOUTH UNIFORM & SUPP							
Sum							215.42-
00001 MIKE'S TIRE & WHEEL CO	2173378	00141446	13004367	TUBELESS VALVES SANIT STOCK	04/18/14	237461	33.60-
MIKE'S TIRE & WHEEL CO							
Sum							33.60-
00001 MILLER, ASHLIE (SURVEY T	PO#141691 4/	00141691	13004428	SURVEYS NLC ACCESS HEALTH	04/18/14	237462	54.00-
MILLER, ASHLIE (SURVEY T							
Sum							54.00-
00001 MOLLY MAID	SERVS-CEMETE	00141368	13004409	SERVS 4/14 HILND CEM OFFICE	04/18/14	237468	245.00-
MOLLY MAID							
Sum							245.00-
00001 MOORE MEDICAL	82393313I	00141211	13004530	MEDICAL SUPP P/F ACADEMY	04/18/14	237469	157.54-
MOORE MEDICAL							
Sum							157.54-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 MORGAN, JIMMY	REG FEE REIM	00141721	13004481	EMT CERTIF REG FEE REIMB	04/18/14	237472	70.00-
MORGAN, JIMMY Sum							70.00-
00001 MOTORCYCLE GEAR	PO#141355 2/	00141355	13004083	MTRCYCLE REPR PTS	04/18/14	237473	32.85-
00001 MOTORCYCLE GEAR	PO#141355 2/	00141355	13004084	MTRCYCLE REPR PTS	04/18/14	237473	112.75-
00001 MOTORCYCLE GEAR	PO#141549 4/	00141549	13004230	BRAKE PADS POLICE STOCK	04/18/14	237473	279.65-
MOTORCYCLE GEAR Sum							425.25-
00001 MOTOROLA INC (EPL RADIOS	13002631	00141034	13004180	RADIO EQUIP UPDATE PK OPER	04/18/14	237475	200.00-
00001 MOTOROLA INC (EPL RADIOS	13003018	00140630	13004404	RADIOS/BASE UNIT ENGR DEPT	04/18/14	237475	7,315.85-
MOTOROLA INC (EPL RADIOS Sum							7,515.85-
00001 MS ASSN OF CHIEFS OF POL	2014-01 BOLT	00141777	13004528	2014 MBRSHP DUES CHIEF BOLTON	04/18/14	237476	100.00-
00001 MS ASSN OF CHIEFS OF POL	041014-01	00141682	13004557	ACCREDITED AGENCIES DECALS	04/18/14	237476	460.00-
MS ASSN OF CHIEFS OF POL Sum							560.00-
00001 MS ASSN OF PLANNING & DE	REG-DUPREE 4	00141384	13004061	REG-DUPREE CONF BILOXI	04/18/14	237477	275.00-
MS ASSN OF PLANNING & DE Sum							275.00-
00001 MS DEPT OF INFORMATION T	IN 601 COH19	02014384	13004250	LONG DIST 3/14 VARI DEPTS	04/18/14	237478	14,680.77-
00001 MS DEPT OF INFORMATION T	IN 601 COZ27	02014422	13004410	NCIC MAINT 3/14 POLICE	04/18/14	237478	224.00-
MS DEPT OF INFORMATION T Sum							14,904.77-
00001 MS EMBROIDERY COMPANY	10072	00141816	13004554	EMBROIDER HPD SHIRTS	04/18/14	237479	279.00-
MS EMBROIDERY COMPANY Sum							279.00-
00001 MS FIRE & SAFETY OF HBUR	39765	00141734	13004483	FIRE EXTINGUISHER	04/18/14	237480	139.00-
00001 MS FIRE & SAFETY OF HBUR	40718	00141712	13004492	FIRE EXTINGUISHER ENGR DEPT	04/18/14	237480	35.00-
MS FIRE & SAFETY OF HBUR Sum							174.00-
00001 MS MUNICIPAL LEAGUE	REG MAYOR DU	00139226	13004444	REG MAYOR DUPREE 2/28-3/1	04/11/14	18696	20.00-
MS MUNICIPAL LEAGUE Sum							20.00-
00001 MS MUSIC INC	724816	00140253	13004139	PROJECTOR VIDEO CABLE ACDMY	04/18/14	237481	37.09-
MS MUSIC INC Sum							37.09-
00001 MS POWER COMPANY	4/14 GENERAL	00201413	13004511	MNTHLY ELEC-GENERAL	04/18/14	237482	10,875.26-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MS POWER COMPANY							
Sum							10,875.26-
00001 MS STATE DEVELOPMENT AUT	GRANT#R-103-	02014430	13004515	HCL LEVERAGE LENDER LLC	04/15/14	18702	10,117.67-
MS STATE DEVELOPMENT AUT							
Sum							10,117.67-
00001 MS STATE/TAX COMM/TAX EX	PO#141633 4/	00141633	13004364	TAG U#19553 CONSTR DEPT	04/18/14	237484	12.00-
00001 MS STATE/TAX COMM/TAX EX	PPO#141769 4	00141769	13004526	TAGS VARI POLICE UNITS	04/18/14	237484	120.00-
MS STATE/TAX COMM/TAX EX							
Sum							132.00-
00001 MS STATE/TREASURER/FINAN		02014395	13004056		04/02/14	18685	117,925.12-
MS STATE/TREASURER/FINAN							
Sum							117,925.12-
00001 MYERS UNDERGROUND UTILIT	#1	00134500	13004506	4TH ST DRNGE IMPRVMNTS W/MAIN	04/18/14	237485	10,655.00-
MYERS UNDERGROUND UTILIT							
Sum							10,655.00-
00001 NAPA AUTO PARTS	503593	00140745	13004489	REPR PTS U#15964 STREET	04/18/14	237486	398.99-
00001 NAPA AUTO PARTS	503847	00140881	13004499	TRAILER WIRE SANIT DEPT	04/18/14	237486	36.00-
00001 NAPA AUTO PARTS	505032	00141437	13004587	REPR PTS U#14700 FIRE DEPT	04/18/14	237486	81.01-
00001 NAPA AUTO PARTS	505876	00141869	13004588	REPR PTS U#13933 FIRE DEPT	04/18/14	237486	122.58-
NAPA AUTO PARTS							
Sum							638.58-
00001 NEEL-SCHAFFER INC	1016515	00141793	13004537	SRVS 2/14 STORMWATER YEAR II	04/18/14	237487	1,976.46-
NEEL-SCHAFFER INC							
Sum							1,976.46-
00001 NEWELL PAPER COMPANY	810805	00141430	13004382	TOILET TISSUE DISPENSER-DEPOT	04/18/14	237488	55.00-
00001 NEWELL PAPER COMPANY	811128	00141569	13004385	SHREDDER TRASH BAGS	04/18/14	237488	288.00-
00001 NEWELL PAPER COMPANY	811140	00141604	13004386	JANIT SUPP POLICE MAINT DEPT	04/18/14	237488	138.05-
00001 NEWELL PAPER COMPANY	811289	00141644	13004476	JANIT SUPP POLICE DEPT	04/18/14	237488	1,236.65-
NEWELL PAPER COMPANY							
Sum							1,717.70-
00001 NORFOLK SOUTHERN CORP	90124832	00141783	13004542	5/14 LEASE RR ST PK LOT	04/18/14	237490	1,429.59-
NORFOLK SOUTHERN CORP							
Sum							1,429.59-
00001 NORTHERN TOOL & EQUIP CO	30312267	00141266	13004179	MOWER SEATS CEMETERY	04/18/14	237491	296.61-
NORTHERN TOOL & EQUIP CO							
Sum							296.61-
00001 O'REILLY AUTO PARTS	0943-425755	00141582	13004353	REPR PTS POLICE STOCK	04/18/14	237492	241.34-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
O'REILLY AUTO PARTS							
Sum							241.34-
00001 OFFICE DEPOT INC	701277750001	00141114	13004167	OFFICE SUPP PUBLIC WORKS	04/18/14	237493	36.51-
00001 OFFICE DEPOT INC	701277749001	00141114	13004168	DESK SIGN-BARNES-PUB WORKS	04/18/14	237493	22.99-
00001 OFFICE DEPOT INC	695876977001	00140625	13004311	PROJECTOR/SCREEN/CASE-MPO DEPT	04/18/14	237493	899.99-
00001 OFFICE DEPOT INC	695876975001	00140625	13004312	CREDIT RETURN	04/18/14	237493	899.99
00001 OFFICE DEPOT INC	702622573001	00140987	13004345	MEMORY CARD TRAIN DEPOT KIOSK	04/18/14	237493	79.99-
00001 OFFICE DEPOT INC	1669459360	00141320	13004346	MAGAZINE FILES	04/18/14	237493	47.52-
00001 OFFICE DEPOT INC	701405404001	00141111	13004357	FAX MACHINE SUPP FIRE DEPT	04/18/14	237493	26.28-
00001 OFFICE DEPOT INC	701405402001	00141111	13004358	FAX MACHINE FIRE DEPT	04/18/14	237493	199.98-
00001 OFFICE DEPOT INC	1671701325	00141537	13004467	COMPUTER SUPP INFO TECH	04/18/14	237493	99.99-
00001 OFFICE DEPOT INC	1671701328	00141537	13004468	COMPUTER SUPP INFO TECH	04/18/14	237493	878.16-
OFFICE DEPOT INC							
Sum							1,391.42-
00001 ORECK FLOOR CARE CENTER	19006	00141714	13004540	COMMERCIAL VACUUM PUB WORKS	04/18/14	237494	303.06-
ORECK FLOOR CARE CENTER							
Sum							303.06-
00001 ORION PLANNING GROUP	22	00141664	13004377	SRVS LAND CODE UPDATE	04/18/14	237495	2,438.53-
00001 ORION PLANNING GROUP	4/1/14 CHARE	00141669	13004378	SRVS BRDWAY/W PINE CHARETTE	04/18/14	237495	480.00-
ORION PLANNING GROUP							
Sum							2,918.53-
00001 OSBORNE II, CHARLES MARK	PO#141194 4/	00141194	13004338	SURVEYS NLC ACCESS HEALTH	04/18/14	237496	54.00-
OSBORNE II, CHARLES MARK							
Sum							54.00-
00001 OWENS BUSINESS MACHINES	266697	00141453	13004088	COPIER 4/14-3/15 RECORDS DIV	04/18/14	237498	1,790.00-
OWENS BUSINESS MACHINES							
Sum							1,790.00-
00001 PACE ROOFING	1607	00141200	13004069	CANOPY ROOF REPRS TRAIN DEPOT	04/18/14	237499	9,200.00-
PACE ROOFING							
Sum							9,200.00-
00001 PEANUTS TOWING SERVICE	65975	00141414	13004090	TOWING STOLEN VEHICLE	04/18/14	237504	100.00-
PEANUTS TOWING SERVICE							
Sum							100.00-
00001 PEARL RIVER VALLEY EPA (	102100005 4/	00201413	13004507	MNTHLY 4/14 PUBLIC SERVICES	04/18/14	237505	559.19-
00001 PEARL RIVER VALLEY EPA (	46099001 4/0	00201413	13004508	MNTHLY 4/14 PUBLIC SERVICES	04/18/14	237505	61.38-
00001 PEARL RIVER VALLEY EPA (	4/14 GENERAL	00201413	13004509	MNTHLY 4/14 PUBLIC SERVICES	04/18/14	237505	5,817.49-
PEARL RIVER VALLEY EPA (							
Sum							6,438.06-
00001 PEARSON VUE	V14226	00141548	13004236	ELEC EXAM-JORDAN 12/2/13	04/18/14	237506	160.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PEARSON VUE							
Sum							160.00-
00001 PIERCE PLUMBING INC	494933	00141441	13004300	PLUMB REPRS FIRE ADM OFFICE	04/18/14	237508	498.55-
PIERCE PLUMBING INC							
Sum							498.55-
00001 PINE BELT INDUSTRIAL SUP	4120949-0001	00141258	13004398	LOOP SAW BELTS TRAFFIC DEPT	04/18/14	237509	46.74-
PINE BELT INDUSTRIAL SUP							
Sum							46.74-
00001 PINE BELT OIL COMPANY IN	772302	00141404	13004111	HYD OIL SHOP STOCK	04/18/14	237510	920.00-
00001 PINE BELT OIL COMPANY IN	1018509	00141406	13004124	WEEKLY GAS/DIESEL PUB WORKS	04/18/14	237510	27,253.34-
00001 PINE BELT OIL COMPANY IN	775711	00141487	13004162	GAS CARDS FOR CITY	04/18/14	237510	864.91-
00001 PINE BELT OIL COMPANY IN	EMER MGT 3/1	00141578	13004285	MINIT MART CHGS 3/14 EMER MGT	04/18/14	237510	36.79-
00001 PINE BELT OIL COMPANY IN	POLICE 3/1-3	00141578	13004286	MINIT MART CHGS 3/14 POLICE	04/18/14	237510	3,786.97-
00001 PINE BELT OIL COMPANY IN	FIRE 3/1-3/3	00141578	13004287	MINIT MART CHGS 3/14 FIRE DEP	04/18/14	237510	1,934.04-
00001 PINE BELT OIL COMPANY IN	777433	00141630	13004396	LUBRICANTS FIRE DEPT UNITS	04/18/14	237510	130.60-
00001 PINE BELT OIL COMPANY IN	337	00140219	13004449	FRUIT TRAY-MEET/GREET CLS #31	04/18/14	237510	30.00-
00001 PINE BELT OIL COMPANY IN	775721	00141412	13004522	MOTOR OIL POLICE UNITS	04/18/14	237510	435.76-
00001 PINE BELT OIL COMPANY IN	767769	00141778	13004533	GAS CARDS	04/18/14	237510	521.86-
00001 PINE BELT OIL COMPANY IN	1012561	00141589	13004544	WEEKLY GAS/DIESEL PUB WORKS	04/18/14	237510	25,636.59-
00001 PINE BELT OIL COMPANY IN	778020	00141739	13004569	BLACK PEARL GREASE-SHOP	04/18/14	237510	570.28-
PINE BELT OIL COMPANY IN							
Sum							62,121.14-
00001 PINE BELT REGIONAL SOLID	100006 2/14	00141379	13004115	REFUSE DISPOSAL 2/2-28 SANIT	04/18/14	237511	34,614.45-
PINE BELT REGIONAL SOLID							
Sum							34,614.45-
00001 PINE BELT TROPHY	PO#141449 4/	00141449	13004125	NAME PLATES COUNCIL PHOTO	04/18/14	237512	49.00-
00001 PINE BELT TROPHY	PO#141342 3/	00141342	13004448	DESK NAME PLATE-MORSE-ACDMY	04/18/14	237512	52.00-
PINE BELT TROPHY							
Sum							101.00-
00001 PUBLIC ENGINES, INC (CR	19653	00141558	13004227	SUBSCRIPT RNWL POLICE DEPT	04/18/14	237516	4,059.60-
PUBLIC ENGINES, INC (CR							
Sum							4,059.60-
00001 PUCKETT MACHINERY COMPAN	P05C5564567	00141351	13004361	REPR PTS U#14956 STREET	04/18/14	237517	1,274.28-
PUCKETT MACHINERY COMPAN							
Sum							1,274.28-
00001 PYLE, MILLS & DYE PA	1292-0007M 3	00141631	13004347	SRVS 2/20-3/28 FAIRLEY V CITY	04/18/14	237521	17,523.07-
PYLE, MILLS & DYE PA							
Sum							17,523.07-
00001 R & D FOODS (BAD CHECK R	TIFFANY GORD	02014386	13004279	MERCHANT FEE & FINE	04/18/14	237523	28.25-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
R & D FOODS (BAD CHECK R							
Sum							28.25-
00001 RED BUD SUPPLY INC	130658	00141002	13004303	SAFETY VESTS PUBLIC WORKS	04/18/14	237526	309.24-
RED BUD SUPPLY INC							
Sum							309.24-
00001 REGIONS CARDHOLDER SERVI	7079 3/31/14	00141837	13004546	T SHIRTS NLC GRANT PROJECT	04/18/14	237527	885.00-
00001 REGIONS CARDHOLDER SERVI	7079 3/31/14	00141837	13004547	AIRLINE-COLEMAN NBRHD CONF	04/18/14	237527	603.50-
00001 REGIONS CARDHOLDER SERVI	7079 3/31/14	00141837	13004548	CREDIT REG BRANTLEY/SCRUGGS	04/18/14	237527	1,150.00
00001 REGIONS CARDHOLDER SERVI	7079 3/31/14	00141837	13004549	AMTRAK FARE DARBY/BROWN 3/30	04/18/14	237527	556.00-
00001 REGIONS CARDHOLDER SERVI	7079 3/31/14	00141837	13004550	ELEC EXAM FEE W JORDAN	04/18/14	237527	160.00-
00001 REGIONS CARDHOLDER SERVI	7079 3/31/14	00141837	13004551	TRAVEL EXP MCKINLEY MACE CONF	04/18/14	237527	155.46-
REGIONS CARDHOLDER SERVI							
Sum							1,209.96-
00001 RJ YOUNG COMPANY	INV295643	00141456	13004091	COPIER 2/28-3/27 DETECTIVES	04/18/14	237529	518.00-
00001 RJ YOUNG COMPANY	INV292632	00141426	13004095	COPIER 2/26-3/25 P/F ACADEMY	04/18/14	237529	549.55-
00001 RJ YOUNG COMPANY	INV295644	00141496	13004144	COPIER 2/28-3/27 FIRE DEPT	04/18/14	237529	196.00-
00001 RJ YOUNG COMPANY	INV101756	00141492	13004146	COPIER 10/13-10/14 LAND CODE	04/18/14	237529	5,629.23-
00001 RJ YOUNG COMPANY	INV295736	00141556	13004240	COPIER 2/28-3/27 ENGR DEPT	04/18/14	237529	335.23-
00001 RJ YOUNG COMPANY	INV295642	00141663	13004380	COPIER 2/28-3/27 PLANNING	04/18/14	237529	390.00-
RJ YOUNG COMPANY							
Sum							7,618.01-
00001 ROBINSON, DANIEL	TRAVEL REIMB	00141859	13004580	EXPNS FIREFIGHTER RESCUE CLS	04/18/14	237530	39.80-
ROBINSON, DANIEL							
Sum							39.80-
00001 RODCO, LLC	10144	00141559	13004235	PLANS REVIEW 4062 HWY 11	04/18/14	237531	250.00-
00001 RODCO, LLC	10204	00141870	13004583	PLANS REVIEW LAND CODE	04/18/14	237531	760.25-
00001 RODCO, LLC	10184	00141870	13004584	PLANS REVIEW LAND CODE	04/18/14	237531	1,000.00-
RODCO, LLC							
Sum							2,010.25-
00001 ROGERS, KEVIN & ASSOCIAT	OPINIONS 4/1	00141865	13004581	14 TITLE OPINIONS	04/18/14	237533	3,500.00-
00001 ROGERS, KEVIN & ASSOCIAT	OPINIONS 4/1	00141865	13004582	2 TITLE OPINIONS	04/18/14	237533	500.00-
ROGERS, KEVIN & ASSOCIAT							
Sum							4,000.00-
00001 ROWE, ALLEN J (SURVEY TA	PO#141457 4/	00141457	13004339	SURVEYS NLC ACCESS HEALTH	04/18/14	237535	24.00-
ROWE, ALLEN J (SURVEY TA							
Sum							24.00-
00001 RYAN MOTORS INC	199974	00141315	13004085	REPR PTS U#16769 POLICE	04/18/14	237536	100.44-
00001 RYAN MOTORS INC	199980	00141315	13004086	REPR PTS U#16769 POLICE	04/18/14	237536	579.59-
RYAN MOTORS INC							
Sum							680.03-

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00001 SACKS OUTDOOR SUPPLY	18112	00141363	13004077	CLOTH ALLOW-MCLAURIN-POLICE	04/18/14	237537	159.96-
00001 SACKS OUTDOOR SUPPLY	18144	00141753	13004523	CLOTH ALLOW BYRD POLICE	04/18/14	237537	144.97-
00001 SACKS OUTDOOR SUPPLY	18143	00141753	13004524	CLOTH ALLOW RUPLE POLICE	04/18/14	237537	144.93-
00001 SACKS OUTDOOR SUPPLY	18149	00141768	13004555	UNIFORM ALLOW-BYRD-POLICE	04/18/14	237537	196.00-
00001 SACKS OUTDOOR SUPPLY	18148	00141768	13004556	UNIFORM ALLOW-RICHARDSON-POL	04/18/14	237537	44.99-
SACKS OUTDOOR SUPPLY Sum							690.85-
00001 SEA URCHINS DIVE SHOP	643	00141261	13004294	FULL WET SUIT SEARCH/RESCUE	04/18/14	237540	229.00-
SEA URCHINS DIVE SHOP Sum							229.00-
00001 SHERWIN-WILLIAMS COMPANY	2438-9	00141058	13004113	SAFETY DUST MASKS CONSTR	04/18/14	237541	34.49-
SHERWIN-WILLIAMS COMPANY Sum							34.49-
00001 SHOEMAKE, SHANNON	PETTY CASH 4	00141641	13004399	PETTY CASH TRAFF/CONST/AIRPT	04/18/14	237542	364.19-
SHOEMAKE, SHANNON Sum							364.19-
00001 SHOWS DEARMAN & WAITS IN	17965	00141801	13004538	CONSULT 2/22-3/29 MCNEASE	04/18/14	237544	21,015.00-
00001 SHOWS DEARMAN & WAITS IN	17942	00141802	13004539	SRV 2/22-3/29 592 W SEWER IMP	04/18/14	237544	600.00-
SHOWS DEARMAN & WAITS IN Sum							21,615.00-
00001 SOLAR SUPPLY INC	3453658	00141544	13004393	REPR PTS POLICE MAINT	04/18/14	237547	61.97-
00001 SOLAR SUPPLY INC	3453612	00141256	13004479	A/C FREON POLICE DEPT	04/18/14	237547	73.12-
SOLAR SUPPLY INC Sum							135.09-
00001 SOUTH MS EMERGENCY PHYSI	128878415/27	00141527	13004153	SRVS 11/8/13 SMITH-PRISONER	04/18/14	237549	763.00-
00001 SOUTH MS EMERGENCY PHYSI	128868318/27	00141527	13004154	SRVS 11/02/13 HOYLE-PRISONER	04/18/14	237549	763.00-
00001 SOUTH MS EMERGENCY PHYSI	131850566/27	00141527	13004155	SRVS 2/06/14 LACK-PRISONER	04/18/14	237549	763.00-
00001 SOUTH MS EMERGENCY PHYSI	129647626/27	00141527	13004156	SRVS 12/04/13 MARSHALL-PRSNR	04/18/14	237549	763.00-
SOUTH MS EMERGENCY PHYSI Sum							3,052.00-
00001 SOUTHEASTERN CONCRETE CO	12868	00138162	13004429	CONCRETE VARI CITY LOC	04/18/14	237551	1,256.00-
00001 SOUTHEASTERN CONCRETE CO	12892	00138162	13004430	CONCRETE VARI CITY LOC	04/18/14	237551	785.00-
00001 SOUTHEASTERN CONCRETE CO	12942	00138162	13004431	CONCRETE VARI CITY LOC	04/18/14	237551	510.25-
00001 SOUTHEASTERN CONCRETE CO	13167	00138162	13004432	CONCRETE VARI CITY LOC	04/18/14	237551	235.50-
00001 SOUTHEASTERN CONCRETE CO	13189	00138162	13004433	CONCRETE VARI CITY LOC	04/18/14	237551	78.50-
00001 SOUTHEASTERN CONCRETE CO	13325	00138162	13004434	CONCRETE VARI CITY LOC	04/18/14	237551	628.00-
00001 SOUTHEASTERN CONCRETE CO	13407	00138162	13004435	CONCRETE VARI CITY LOC	04/18/14	237551	235.50-
00001 SOUTHEASTERN CONCRETE CO	13647	00138162	13004436	CONCRETE VARI CITY LOC	04/18/14	237551	157.00-
00001 SOUTHEASTERN CONCRETE CO	13801	00138162	13004437	CONCRETE VARI CITY LOC	04/18/14	237551	392.50-
00001 SOUTHEASTERN CONCRETE CO	13902	00138162	13004438	CONCRETE VARI CITY LOC	04/18/14	237551	540.00-
00001 SOUTHEASTERN CONCRETE CO	13956	00138162	13004439	CONCRETE VARI CITY LOC	04/18/14	237551	392.50-
00001 SOUTHEASTERN CONCRETE CO	14001	00138162	13004440	CONCRETE VARI CITY LOC	04/18/14	237551	392.50-
00001 SOUTHEASTERN CONCRETE CO	14027	00138162	13004441	CONCRETE VARI CITY LOC	04/18/14	237551	706.50-

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00001 SOUTHEASTERN CONCRETE CO	14076	00138162	13004442	CONCRETE VARI CITY LOC	04/18/14	237551	471.00-
00001 SOUTHEASTERN CONCRETE CO	14186	00138162	13004443	CONCRETE VARI CITY LOC	04/18/14	237551	274.75-
SOUTHEASTERN CONCRETE CO Sum							7,055.50-
00001 SOUTHERN BEVERAGE (BAD C	DANIEL WALLE	02014386	13004255	MERCHANT FEE & FINE	04/18/14	237552	50.00-
00001 SOUTHERN BEVERAGE (BAD C	DANIEL WALLE	02014423	13004422	MERCHANT FEE & FINE	04/18/14	237552	50.00-
SOUTHERN BEVERAGE (BAD C Sum							100.00-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 2/19-	02014409	13004257	POLICE FINES COLL.FEE	04/18/14	237553	128.63-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 1/17	02014410	13004258	POLICE FINES COLL.FEE	04/18/14	237553	1,338.39-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 2/7/	02014411	13004259	POLICE FINES COLL.FEE	04/18/14	237553	2,445.51-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 2/20	02014412	13004260	POLICE FINES COLL.FEE	04/18/14	237553	2,831.51-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 3/4/	02014413	13004261	POLICE FINES COLL.FEE	04/18/14	237553	2,564.37-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 3/4/1	02014414	13004262	POLICE FINES COLL.FEE	04/18/14	237553	100.50-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 3/19	02014426	13004465	POLICE FINES COLL.FEE	04/18/14	237553	1,957.62-
SOUTHERN FINANCIAL SYSTE Sum							11,366.53-
00001 SOUTHERN PINE ELECTRIC P	4/14 GENERAL	00201413	13004543	MNTHLY 4/14 PUBLIC SERVICES	04/18/14	237555	1,320.49-
SOUTHERN PINE ELECTRIC P Sum							1,320.49-
00001 SOUTHERN PINES ANIMAL SH	5/14	00141524	13004177	HANDLING,HOUSING 5/14	04/18/14	237556	9,979.83-
SOUTHERN PINES ANIMAL SH Sum							9,979.83-
00001 SOUTHERN TIRE MART LLC	11085264	00141391	13004407	TIRES SANIT STOCK	04/18/14	237557	4,722.80-
00001 SOUTHERN TIRE MART LLC	11085825	00141689	13004491	SERV CALL U#18035 STREET	04/18/14	237557	185.00-
SOUTHERN TIRE MART LLC Sum							4,907.80-
00001 SPECIALTY SERVICES LLC	PO#140147 3/	00140147	13004070	MISC REPAIRS TRAIN DEPOT	04/18/14	237559	3,390.00-
00001 SPECIALTY SERVICES LLC	PO#140537 3/	00140537	13004071	CANOPY REPRS TRAIN DEPOT	04/18/14	237559	1,350.00-
SPECIALTY SERVICES LLC Sum							4,740.00-
00001 SPEEDY PRINTING & SIGNS	19238	00141423	13004129	NO SMOKING DECALS TRAIN DEPOT	04/18/14	237560	82.60-
SPEEDY PRINTING & SIGNS Sum							82.60-
00001 STANDARD OFFICE SUPPLY C	0042896-001	00141199	13004059	ENVELOPES MUN COURT	04/18/14	237562	755.00-
00001 STANDARD OFFICE SUPPLY C	0042251-001	00140449	13004062	OFFICE SUPP MUN CLERK	04/18/14	237562	39.56-
00001 STANDARD OFFICE SUPPLY C	0042350-001	00140449	13004063	DESK NAME PLATES MUN CLERK	04/18/14	237562	65.00-
00001 STANDARD OFFICE SUPPLY C	0042783-001	00141154	13004074	CITY ENVELOPES	04/18/14	237562	658.00-
00001 STANDARD OFFICE SUPPLY C	0043039-001	00141316	13004142	NAME PLATE-CHIEF PRESLEY	04/18/14	237562	32.50-
00001 STANDARD OFFICE SUPPLY C	0042468-001	00140867	13004293	NOTEPADS P/F ACADEMY RECRUITS	04/18/14	237562	34.47-
00001 STANDARD OFFICE SUPPLY C	0042385-001	00140766	13004322	OFFICE SUPP MUN COURT	04/18/14	237562	1,097.69-

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00001 STANDARD OFFICE SUPPLY C	0042608-001	00141006	13004376	OFFICE SUPP CITY CLERK	04/18/14	237562	75.56-
00001 STANDARD OFFICE SUPPLY C	0043214-001	00141597	13004383	OFFICE SUPP POLICE DEPT	04/18/14	237562	172.25-
00001 STANDARD OFFICE SUPPLY C	0043327-001	00141711	13004466	COPY PAPER PURCHASING DEPT	04/18/14	237562	159.96-
00001 STANDARD OFFICE SUPPLY C	0042708-001	00141105	13004475	OFFICE SUPP LIFE OF SOUTH MS	04/18/14	237562	362.94-
STANDARD OFFICE SUPPLY C Sum							3,452.93-
00001 STATE FIRE ACADEMY	21414 COLLIN	00141568	13004295	REG-COLLINS LDRSHP CLS 11/4-7	04/18/14	237563	335.00-
00001 STATE FIRE ACADEMY	21171 KELLUM	00141660	13004394	REG-KELLUM-ROPE RESCUE CLASS	04/18/14	237563	68.00-
00001 STATE FIRE ACADEMY	21171 SHEPPA	00141660	13004395	REG-SHEPPARD-ROPE RESCUE CLS	04/18/14	237563	68.00-
STATE FIRE ACADEMY Sum							471.00-
00001 STEGALL NOTARY SERVICE	NOTARY RNWL-	00141708	13004446	NOTARY RNWL-COLEMAN	04/18/14	237564	150.00-
STEGALL NOTARY SERVICE Sum							150.00-
00001 STEWART, HEATHER (SURVEY	PO#141565 4/	00141565	13004340	SURVEYS NLC ACCESS HEALTH	04/18/14	237565	54.00-
STEWART, HEATHER (SURVEY Sum							54.00-
00001 SWILLEY, KATLYN MARIE (S	PO#141459 4/	00141459	13004341	SURVEYS NLC ACCESS HEALTH	04/18/14	237568	30.00-
SWILLEY, KATLYN MARIE (S Sum							30.00-
00001 TEMPLE INC	INV0129763	00140329	13004108	GREEN LED BALLS TRAFF SIGNALS	04/18/14	237570	4,080.00-
TEMPLE INC Sum							4,080.00-
00001 THORNTON, BENJAMIN	TRANSLATOR 3	00141386	13004058	TRANSLATOR SERVS MUN COURT	04/18/14	237575	100.00-
THORNTON, BENJAMIN Sum							100.00-
00001 THYSSENKRUPP ELEVATOR CO	3000963227	00141540	13004181	MAINT 4/14 PINE ST GARAGE	04/18/14	237576	423.79-
THYSSENKRUPP ELEVATOR CO Sum							423.79-
00001 TIRE CENTERS LLC	5900058599	00141408	13004105	FLAT TIRE REPR U#14517 FIRE	04/18/14	237577	165.00-
TIRE CENTERS LLC Sum							165.00-
00001 TRACTOR SUPPLY	100074967	00141055	13004310	HAND TOOLS SANIT DEPT	04/18/14	237578	19.96-
TRACTOR SUPPLY Sum							19.96-
00001 TRANSUNION RISK AND ALTE	362606 4/01/	00141530	13004136	ONLINE SEARCHES 3/14 POLICE	04/18/14	237579	123.75-

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TRANSUNION RISK AND ALTE							
Sum							123.75-
00001 TREES & TRENDS	PO#141397	00141397	13004066	ACCENT ARRNGMNTS TRAIN DEPOT	04/18/14	237580	939.89-
TREES & TRENDS							
Sum							939.89-
00001 TRUCK SERVICE & EQUIPMEN	315141	00140915	13004101	REPR PTS VARI FIRE UNITS	04/18/14	237581	1,966.74-
00001 TRUCK SERVICE & EQUIPMEN	315031	00141039	13004102	REPR PTS U#14517 FIRE DEPT	04/18/14	237581	38.08-
00001 TRUCK SERVICE & EQUIPMEN	314895	00140495	13004106	ALIGNMENT U#18099 FIRE DEPT	04/18/14	237581	85.00-
TRUCK SERVICE & EQUIPMEN							
Sum							2,089.82-
00001 TRUCKPRO INC	039-0550145	00141282	13004242	REPR PTS U#17724 SANIT	04/18/14	237582	452.70-
00001 TRUCKPRO INC	039-0551246	00141704	13004500	REPR PTS U#17722 SANIT	04/18/14	237582	455.45-
00001 TRUCKPRO INC	039-0551360	00141704	13004501	REPR PTS SANIT STOCK	04/18/14	237582	908.15-
TRUCKPRO INC							
Sum							1,816.30-
00001 TRUCKS PLUS AUTO ACCESSO	27907	00140810	13004103	SEAT COVERS U#18489 FIRE DEPT	04/18/14	237583	189.00-
TRUCKS PLUS AUTO ACCESSO							
Sum							189.00-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00141839	13004571	RAIN FOREST CAR WASH 3/7/14	04/18/14	237584	12.00-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00141839	13004572	HOTEL-LEG MEET 3/3-5 WASHINGTN	04/18/14	237584	514.06-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00141839	13004573	BAGGAGE NLC 3/8-12 WASHINGTON	04/18/14	237584	35.00-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00141839	13004574	FUEL PURCHASE 3/12/14	04/18/14	237584	74.33-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00141839	13004575	BAGGAGE NLC CONF 3/12/14 WASH	04/18/14	237584	135.00-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00141839	13004576	HOTEL NLC 3/8-12/14 WASHINGTON	04/18/14	237584	1,601.35-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00141839	13004577	SEAT UPGRADE EPA MTG 3/24/14	04/18/14	237584	25.00-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00141839	13004578	BAGGAGE EPA MTG 3/25/14 WASH	04/18/14	237584	60.00-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00141839	13004589	CREDIT NLC WASHINGTON	04/18/14	237584	545.00
TRUSTMARK BUSINESS CARD							
Sum							1,911.74-
00001 TRUSTMARK NATIONAL BANK/	18143/284011	02014399	13004055	GARB CAN LEASE DUE 4/30	04/02/14	18684	23,186.40-
00001 TRUSTMARK NATIONAL BANK/	42912/273350	02014425	13004445	POLICE CARS LEASE DUE 4/17	04/11/14	18697	36,946.33-
TRUSTMARK NATIONAL BANK/							
Sum							60,132.73-
00001 UNDERWOOD'S SMALL ENGINE	1218597	00141252	13004141	MOWER REPR P/F ACADEMY	04/18/14	237585	274.40-
UNDERWOOD'S SMALL ENGINE							
Sum							274.40-
00001 UNITED FENCE COMPANY	00015931	00140214	13004120	FENCE REPR HIGHLAND CEMETERY	04/18/14	237586	377.50-
UNITED FENCE COMPANY							
Sum							377.50-
00001 UNITED PARCEL SERVICE IN	00008E1Y1513	00141593	13004354	SERVS 3/24/14 POLICE DEPT	04/18/14	237587	27.53-

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UNITED PARCEL SERVICE IN							
Sum							27.53-
00001 V F W OF THE US	PARKING SPAC	00141372	13004123	PARKING SPACES 4/14	04/18/14	237590	75.00-
V F W OF THE US							
Sum							75.00-
00001 VULCAN SIGNS	251217	00141177	13004301	STREET MARKERS TRAIN DEPOT	04/18/14	237593	650.52-
VULCAN SIGNS							
Sum							650.52-
00001 WANSLEY'S MACHINE & DRIV	33835	00141570	13004535	REPRS U#11402 STREET	04/18/14	237595	1,365.00-
00001 WANSLEY'S MACHINE & DRIV	33835(B)	00141813	13004536	ADDL AMT DUE PO#141570	04/18/14	237595	2,075.23-
WANSLEY'S MACHINE & DRIV							
Sum							3,440.23-
00001 WARREN PAVING INC	15654MB	00140437	13004122	CRUSHED CONCRETE CEMETERIES	04/18/14	237596	650.16-
WARREN PAVING INC							
Sum							650.16-
00001 WASTE MANAGEMENT OF SOUT	007301-2526-	00141381	13004116	REFUSE DISPOSAL 3/3-14 SANIT	04/18/14	237597	7,974.34-
WASTE MANAGEMENT OF SOUT							
Sum							7,974.34-
00001 WASTE PRO HATTIESBURG	398281	00141598	13004368	RESIDENTIAL HAUL CHGS 3/14	04/18/14	237598	20,784.30-
00001 WASTE PRO HATTIESBURG	398293	00141598	13004369	RECYCLING FEES 3/14 SANIT	04/18/14	237598	5,700.00-
WASTE PRO HATTIESBURG							
Sum							26,484.30-
00001 WATERS INTERNATIONAL TRU	8-240910069	00141450	13004174	REPR PTS U#17724 SANIT	04/18/14	237599	333.38-
00001 WATERS INTERNATIONAL TRU	8-240980019	00141621	13004362	REPR PTS STREET/SANIT UNITS	04/18/14	237599	507.06-
00001 WATERS INTERNATIONAL TRU	8-241000015	00141519	13004418	REPR PTS VARI ST/SANIT UNITS	04/18/14	237599	370.98-
00001 WATERS INTERNATIONAL TRU	8-241000051	00141690	13004456	REPR PTS U#16080 SANIT	04/18/14	237599	719.24-
00001 WATERS INTERNATIONAL TRU	8-241040001	00141743	13004490	FILTERS U#16082/16083 STREET	04/18/14	237599	137.14-
WATERS INTERNATIONAL TRU							
Sum							2,067.80-
00001 WATTS BROTHERS TRACTOR C	154223	00141075	13004371	TRACTOR BLADES/FILTERS AIRPT	04/18/14	237600	656.16-
WATTS BROTHERS TRACTOR C							
Sum							656.16-
00001 WESTERN CPE	16573	00141650	13004586	ACCTG COURSE BOOKS-HANSON	04/18/14	237602	327.90-
WESTERN CPE							
Sum							327.90-
00001 WILLMUT GAS & OIL COMPAN	4/14 GENERAL	00201413	13004510	MNTHLY GAS-GENERAL	04/18/14	237606	3,809.20-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WILLMUT GAS & OIL COMPAN							
Sum							3,809.20-
00001 WORKWELL SERVICES (NEW V	13807	00141383	13004073	EMP DRUG SCREENS 1/14,2/14	04/18/14	237608	607.00-
WORKWELL SERVICES (NEW V							
Sum							607.00-
Sum							2,987,581.58-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	270199	00141082	13001082	HERBICIDE GRNDS MAINT	04/18/14	237221	75.00-
00002 A & R FARM AND GARDEN	249023	00141466	13001103	FERTILIZER CITY HALL AREA	04/18/14	237221	47.25-
A & R FARM AND GARDEN Sum							122.25-
00002 ALL SOUTH PORTABLE SANIT	13268	00141231	13001054	PORTALETS CHAIN PARK 3/28/14	04/18/14	237232	260.00-
00002 ALL SOUTH PORTABLE SANIT	13065	00140101	13001117	PORTALETS 4/12 THROW AWAY DAY	04/18/14	237232	130.00-
ALL SOUTH PORTABLE SANIT Sum							390.00-
00002 ALLBRITTON CHAIN SAW & L	31547	00141499	13001078	MOWER REPR PTS U#16979	04/18/14	237233	64.68-
ALLBRITTON CHAIN SAW & L Sum							64.68-
00002 AMERIMARK DIRECT	28024	00140756	13001086	KHB-EARTH DAY-CHC MATLS	04/18/14	237236	648.00-
00002 AMERIMARK DIRECT	28058	00140756	13001087	KHB-EARTH DAY-CHC MATLS	04/18/14	237236	1,679.50-
00002 AMERIMARK DIRECT	28085	00140756	13001088	KHB-EARTH DAY-CHC MATLS	04/18/14	237236	1,113.00-
00002 AMERIMARK DIRECT	36457	00140756	13001089	KHB-EARTH DAY-CHC MATLS	04/18/14	237236	770.09-
AMERIMARK DIRECT Sum							4,210.59-
00002 ANOINTED HANDS CLEANING	632	00141636	13001099	JANIT SERV 4/14 GRNDS MAINT	04/18/14	237238	250.00-
ANOINTED HANDS CLEANING Sum							250.00-
00002 AUTO ARMATURE SERVICE IN	13217	00140347	13001104	STARTER U#7383 GRNDS MAINT	04/18/14	237244	79.95-
00002 AUTO ARMATURE SERVICE IN	14152	00141749	13001113	STARTER U#8647 GRNDS MAINT	04/18/14	237244	139.95-
AUTO ARMATURE SERVICE IN Sum							219.90-
00002 B S N SPORTS	95967577	00139932	13001041	OUTDOOR BASKETBALL NETS	04/18/14	237248	56.85-
00002 B S N SPORTS	95967577 FRT	00141018	13001042	FRT CHGS PO#139932	04/18/14	237248	15.00-
00002 B S N SPORTS	95950337	00140668	13001055	YTH BASEBALL TRAINING MOUNDS	04/18/14	237248	915.98-
B S N SPORTS Sum							987.83-
00002 BARRETT'S NURSERY	3873	00141149	13001118	PLANTS AMTRAK EVENT 4/3/14	04/18/14	237249	480.00-
00002 BARRETT'S NURSERY	3874	00141775	13001128	DELIVERY CHG PO#141149 DEPOT	04/18/14	237249	150.00-
BARRETT'S NURSERY Sum							630.00-
00002 BETTS, SHERMAN	OFFICIAL 3/2	02014435	13001132	OFFICIAL-ADULT BASKETBALL	04/18/14	237256	475.00-
BETTS, SHERMAN Sum							475.00-
00002 BRACKMAN MOWER WAREHOUSE	IN0127231	00141332	13001049	REPR PTS U#17998	04/18/14	237263	343.47-
00002 BRACKMAN MOWER WAREHOUSE	0127273	00141360	13001050	CLUTCH U#17561 MOWER	04/18/14	237263	298.60-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 BRACKMAN MOWER WAREHOUSE	IN0127357	00141434	13001057	REPR PTS U#19303 MOWER	04/18/14	237263	99.41-
00002 BRACKMAN MOWER WAREHOUSE	IN0127375	00141439	13001058	REPRS U#18479 MOWER	04/18/14	237263	287.60-
00002 BRACKMAN MOWER WAREHOUSE	IN0127368	00141432	13001059	REPRS VARI MOWERS	04/18/14	237263	40.00-
00002 BRACKMAN MOWER WAREHOUSE	IN0127447	00141495	13001079	MOWER REPR PTS GRNDS MAINT	04/18/14	237263	278.82-
BRACKMAN MOWER WAREHOUSE Sum							1,347.90-
00002 BRADLEY, MARQUITA	SPORTS SERVS	02014434	13001144	SPORTS SUPPORT SERVICES	04/18/14	237264	384.00-
BRADLEY, MARQUITA Sum							384.00-
00002 BROWN, KIM	OFFICIAL 3/2	02014435	13001133	OFFICIAL-ADULT BASKETBALL	04/18/14	237266	475.00-
BROWN, KIM Sum							475.00-
00002 CARQUEST AUTO PARTS STOR	14758-24794	00141076	13001073	GAS CANS GRNDS MAINT	04/18/14	237277	40.77-
00002 CARQUEST AUTO PARTS STOR	14758-24785	00141478	13001093	REPR PTS U#8667 GRNDS MAINT	04/18/14	237277	74.07-
00002 CARQUEST AUTO PARTS STOR	14758-25435	00141756	13001155	AIR COMPRESSOR PTS TATUM PARK	04/18/14	237277	54.99-
CARQUEST AUTO PARTS STOR Sum							169.83-
00002 CELEBRATIONS ETC	O2660	00141150	13001129	TABLES/CLOTHS-AMTRAK EVENT	04/18/14	237279	367.55-
CELEBRATIONS ETC Sum							367.55-
00002 CICIS PIZZA	PO#141299 3/	00141299	13001044	FOOD HUBFEST VOLUNTEERS	04/18/14	237284	50.00-
00002 CICIS PIZZA	PO#141647 4/	00141647	13001111	FOOD-VOLUNTEERS-WASTE DAY	04/18/14	237284	104.00-
CICIS PIZZA Sum							154.00-
00002 CITY OF HATTIESBURG FUND	TRF 1ST 4/14	02014402	13001033	TRF 1ST 4/14 PAYROLL	04/02/14	36926	46,644.78-
00002 CITY OF HATTIESBURG FUND	TRF 2ND 4/14	02014402	13001122	TRF 2ND 4/14 PAYROLL	04/15/14	36938	62,241.95-
CITY OF HATTIESBURG FUND Sum							108,886.73-
00002 CLEMTS HARDWARE	108481	00141407	13001039	CHAIN HOOK GRNDS MAINT	04/18/14	237286	5.99-
00002 CLEMTS HARDWARE	108818	00141407	13001040	ROPE/SNAPS GRNDS MAINT	04/18/14	237286	36.35-
00002 CLEMTS HARDWARE	108862	00141508	13001083	CHAIN-TRAIN DEPOT-GRNDS MAINT	04/18/14	237286	23.10-
00002 CLEMTS HARDWARE	108865	00141508	13001084	ROPE-TRAIN DEPOT-GRNDS MAINT	04/18/14	237286	7.60-
CLEMTS HARDWARE Sum							73.04-
00002 COLQUITT, EMMA	SPORTS SERVS	02014434	13001145	SPORTS SUPPORT SERVICES	04/18/14	237290	91.00-
COLQUITT, EMMA Sum							91.00-
00002 COMSOUTH	173193	00140965	13001105	RADIO REPRS GRNDS MAINT	04/18/14	237293	225.55-
00002 COMSOUTH	173194	00140965	13001106	RADIO REPR GRNDS MAINT	04/18/14	237293	136.50-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 COMSOUTH	00173512	00141642	13001107	RADIO BATTERY U#466	04/18/14	237293	99.00-
COMSOUTH Sum							461.05-
00002 COPY CATS PRINTING	400482	00141265	13001045	RECYCLING FLYERS-KHB	04/18/14	237298	420.00-
COPY CATS PRINTING Sum							420.00-
00002 COURTNEY'S RESTAURANT EQ	8413	00141668	13001109	ICE MACH REPR DAHMER CONCESSN	04/18/14	237301	339.90-
COURTNEY'S RESTAURANT EQ Sum							339.90-
00002 EAGLE GOLF & ATHLETICS I	PO#140004 4/	00140004	13001130	INSTALL DRNGE SYS TATUM SB	04/18/14	237319	61,803.00-
EAGLE GOLF & ATHLETICS I Sum							61,803.00-
00002 ECONOMY SUPPLY CO	209941	00141357	13001046	LANDSCAPE BARRIER MATLS-TATUM	04/18/14	237322	430.58-
00002 ECONOMY SUPPLY CO	209940	00141365	13001047	BLDG SUPP OCEOLA PARK	04/18/14	237322	51.70-
00002 ECONOMY SUPPLY CO	210067	00141427	13001056	FIELD MARKING CHALK	04/18/14	237322	895.00-
00002 ECONOMY SUPPLY CO	06253	00140250	13001074	CREDIT	04/18/14	237322	25.25
00002 ECONOMY SUPPLY CO	210479	00141670	13001112	DOOR LOCKS JAYCEE BALLPARK	04/18/14	237322	50.90-
ECONOMY SUPPLY CO Sum							1,402.93-
00002 ELKINS WHOLESALE INC	203611-00	00141300	13001034	JANIT SUPP GRNDS MAINT	04/18/14	237324	338.80-
00002 ELKINS WHOLESALE INC	204447-00	00141470	13001071	JANIT SUPP GRNDS MAINT	04/18/14	237324	487.12-
ELKINS WHOLESALE INC Sum							825.92-
00002 FLOWERS N THINGS	PO#141147	00141147	13001085	FLOWERS-AMTRAK EVENT 4/3/14	04/18/14	237337	625.00-
FLOWERS N THINGS Sum							625.00-
00002 G & K SERVICES	1035470249	00141518	13001061	MATS 3/04 GRNDS MAINT	04/18/14	237357	3.40-
00002 G & K SERVICES	1035472373	00141518	13001062	MATS 3/17 GRNDS MAINT	04/18/14	237357	3.40-
00002 G & K SERVICES	1035474504	00141518	13001063	MATS 3/18 GRNDS MAINT	04/18/14	237357	3.40-
00002 G & K SERVICES	1035476648	00141518	13001064	MATS 3/25 GRNDS MAINT	04/18/14	237357	3.40-
00002 G & K SERVICES	1035478803	00141518	13001065	MATS 4/01 GRNDS MAINT	04/18/14	237357	3.40-
00002 G & K SERVICES	1035470248	00141518	13001066	UNIFORMS 3/04 GRNDS MAINT	04/18/14	237357	103.09-
00002 G & K SERVICES	1035472372	00141518	13001067	UNIFORMS 3/11 GRNDS MAINT	04/18/14	237357	103.09-
00002 G & K SERVICES	1035474503	00141518	13001068	UNIFORMS 3/18 GRNDS MAINT	04/18/14	237357	104.18-
00002 G & K SERVICES	1035476647	00141518	13001069	UNIFORMS 3/25 GRNDS MAINT	04/18/14	237357	104.18-
00002 G & K SERVICES	1035478802	00141518	13001070	UNIFORMS 4/01 GRNDS MAINT	04/18/14	237357	104.18-
G & K SERVICES Sum							535.72-
00002 GARNER LUMLEY ELECTRIC S	498782	00141620	13001090	ELEC SUPP-TATUM TENNIS LIGHTS	04/18/14	237361	76.20-
GARNER LUMLEY ELECTRIC S							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							76.20-
00002 GLENN CRANE & RIGGING	76650H	00140737	13001052	EQUIPMENT MAT RENTAL TATUM PK	04/18/14	237368	1,050.00-
GLENN CRANE & RIGGING Sum							1,050.00-
00002 GRAVES, GARY L	OFFICIAL 3/2	02014435	13001134	OFFICIAL-ADULT BASKETBALL	04/18/14	237371	500.00-
GRAVES, GARY L Sum							500.00-
00002 GREEN FOREST NURSERY INC	22046	00141146	13001038	RPLCMNT SHRUBS TRAIN DEPOT	04/18/14	237372	658.00-
GREEN FOREST NURSERY INC Sum							658.00-
00002 GRIFFIN, GABRIEL	OFFICIAL 3/2	02014435	13001135	OFFICIAL-ADULT BASKETBALL	04/18/14	237375	225.00-
GRIFFIN, GABRIEL Sum							225.00-
00002 HARRIS, UNDREA	OFFICIAL 3/2	02014435	13001136	OFFICIAL-ADULT BASKETBALL	04/18/14	237384	175.00-
HARRIS, UNDREA Sum							175.00-
00002 JET CONSTRUCTION	1819	00141485	13001110	TOPSOIL TATUM SOCCER	04/18/14	237406	208.00-
00002 JET CONSTRUCTION	1820	00141481	13001123	WASHED GRAVEL TATUM SOFTBALL	04/18/14	237406	562.50-
JET CONSTRUCTION Sum							770.50-
00002 JONES, ANN	PETTY CASH 3	00141398	13001035	PETTY CASH GRNDS MAINT	04/18/14	237408	164.28-
00002 JONES, ANN	PETTY CASH 3	00141841	13001154	PETTY CASH-GRNDS MAINT	04/18/14	237409	167.65-
JONES, ANN Sum							331.93-
00002 KEELING COMPANY (HATTIES	S2586542.001	00141289	13001043	IRRIGATION REPR SUPP TATUM SB	04/18/14	237413	108.61-
KEELING COMPANY (HATTIES Sum							108.61-
00002 KELLY, KEITH	OFFICIAL 3/2	02014435	13001137	OFFICIAL-YOUTH BASKETBALL	04/18/14	237415	100.00-
KELLY, KEITH Sum							100.00-
00002 KETTLEY, ANNETTE	SPORTS SERVS	02014434	13001146	SPORTS SUPPORT SERVICES	04/18/14	237417	126.00-
KETTLEY, ANNETTE Sum							126.00-
00002 KEYS, MECHEKA	SPORTS SERVS	02014434	13001147	SPORTS SUPPORT SERVICES	04/18/14	237418	119.00-
KEYS, MECHEKA							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							119.00-
00002 KIRKSEY, NANCY JONES	SPORTS SERVS	02014434	13001148	SPORTS SUPPORT SERVICES	04/18/14	237419	380.00-
KIRKSEY, NANCY JONES Sum							380.00-
00002 LANCASTER'S MACHINE & WE	21704	00141809	13001126	REPRS U#6785 GRNDS TRAILER	04/18/14	237427	117.50-
LANCASTER'S MACHINE & WE Sum							117.50-
00002 LINDSEY, TABORIS	OFFICIAL 3/2	02014435	13001138	OFFICIAL-ADULT BASKETBALL	04/18/14	237433	125.00-
LINDSEY, TABORIS Sum							125.00-
00002 LOCKE, JACKIE W	OFFICIAL 3/2	02014435	13001139	OFFICIAL-ADULT BASKETBALL	04/18/14	237434	150.00-
LOCKE, JACKIE W Sum							150.00-
00002 MAGNOLIA GREEN	1414	00139308	13001100	FERTILIZE ALL BALLFIELDS	04/18/14	237440	2,725.00-
MAGNOLIA GREEN Sum							2,725.00-
00002 MAX MULTIMEDIA & CABLING	1006	00141624	13001098	SOUND SYS REPR CAMERON FIELD	04/18/14	237445	175.00-
MAX MULTIMEDIA & CABLING Sum							175.00-
00002 MCELHANEY PLUMBING INC	217776	00141225	13001076	PLUMB SUPP TIMBERTON CONCESSN	04/18/14	237451	32.80-
00002 MCELHANEY PLUMBING INC	219805	00141810	13001125	PLUMB SUPP-WATER-FESTIVALS	04/18/14	237451	182.46-
MCELHANEY PLUMBING INC Sum							215.26-
00002 MID SOUTH GLASS INC	0039977	00141553	13001077	GLASS-CAMERON FLD PRESSBOX	04/18/14	237459	278.00-
MID SOUTH GLASS INC Sum							278.00-
00002 MIKE'S TIRE & WHEEL CO	2173351	00141377	13001048	RPLCMNT TIRE U#9603	04/18/14	237461	157.95-
00002 MIKE'S TIRE & WHEEL CO	2173372	00141401	13001051	TRAILER TIRES U#9484	04/18/14	237461	160.88-
00002 MIKE'S TIRE & WHEEL CO	2173502	00141574	13001094	TIRES U#15928 GRNDS MAINT	04/18/14	237461	189.50-
00002 MIKE'S TIRE & WHEEL CO	2173505	00141585	13001095	TIRE TUBES U#18561 GRNDS MNT	04/18/14	237461	29.16-
MIKE'S TIRE & WHEEL CO Sum							537.49-
00002 MILLER, LLOYD M	OFFICIAL 3/2	02014435	13001140	OFFICIAL-ADULT BASKETBALL	04/18/14	237463	50.00-
MILLER, LLOYD M Sum							50.00-
00002 MISSISSIPPI AG COMPANY,	W60810	00141576	13001096	REPRS U#1070 TRACTOR	04/18/14	237466	110.97-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MISSISSIPPI AG COMPANY,							
Sum							110.97-
00002 MOTOROLA CUSTOMER CONNEC	13002629	00139884	13001097	RADIO FLASHES DIGITAL CONVRSN	04/18/14	237474	7,600.00-
MOTOROLA CUSTOMER CONNEC							
Sum							7,600.00-
00002 MS POWER COMPANY	4/14 PKS/REC	00201413	13001120	MNTHLY ELEC-PARKS & REC	04/18/14	237482	4,403.85-
MS POWER COMPANY							
Sum							4,403.85-
00002 NAPA AUTO PARTS	505086	00141468	13001072	LUBRICANTS GRNDS MAINT UNITS	04/18/14	237486	345.93-
NAPA AUTO PARTS							
Sum							345.93-
00002 PAICELY, DONTE	OFFICIAL 3/2	02014435	13001141	OFFICIAL-ADULT BASKETBALL	04/18/14	237500	50.00-
PAICELY, DONTE							
Sum							50.00-
00002 PATTERSON, ISIAH	SPORTS SERVS	02014434	13001149	SPORTS SUPPORT SERVICES	04/18/14	237502	200.00-
PATTERSON, ISIAH							
Sum							200.00-
00002 PIONEER MANUFACTURING CO	INV511077	00141590	13001131	PAINT MACHINE SOCCER FIELDS	04/18/14	237513	3,450.00-
PIONEER MANUFACTURING CO							
Sum							3,450.00-
00002 POWELL, RANDY	SPORTS SERVS	02014434	13001150	SPORTS SUPPORT SERVICES	04/18/14	237514	168.00-
POWELL, RANDY							
Sum							168.00-
00002 RAY, RONNIE	OFFICIAL 3/2	02014435	13001142	OFFICIAL-ADULT BASKETBALL	04/18/14	237525	50.00-
RAY, RONNIE							
Sum							50.00-
00002 SANFORD, JOHN L JR INC	46161	00140797	13001036	INFIELD MIX TATUM/CAMERON FLD	04/18/14	237538	384.00-
00002 SANFORD, JOHN L JR INC	46205	00140797	13001037	INFIELD MIX TATUM/CAMERON FLD	04/18/14	237538	192.00-
00002 SANFORD, JOHN L JR INC	46297	00141580	13001124	RIVER SAND TATUM SOFTBALL	04/18/14	237538	1,100.00-
SANFORD, JOHN L JR INC							
Sum							1,676.00-
00002 SHERWIN-WILLIAMS COMPANY	2880-2	00141424	13001091	SEAL KRETE TRAIN DEPOT	04/18/14	237541	203.90-
00002 SHERWIN-WILLIAMS COMPANY	2916-4	00141436	13001092	SEAL KRETE TRAIN DEPOT	04/18/14	237541	407.80-
SHERWIN-WILLIAMS COMPANY							
Sum							611.70-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 SPEEDY PRINTING & SIGNS	19280	00141713	13001116	RIGHT WAY THROW AWAY SIGNS	04/18/14	237560	55.50-
00002 SPEEDY PRINTING & SIGNS	19263	00141654	13001127	RPLCMNT SIGNS CAMERON FIELD	04/18/14	237560	296.00-
SPEEDY PRINTING & SIGNS Sum							351.50-
00002 SPORTSFIELD SPECIALTIES,	46126	00140233	13001053	LIFT GATE RENTAL TATUM DRAIN	04/18/14	237561	185.00-
SPORTSFIELD SPECIALTIES, Sum							185.00-
00002 TERRELL, WINSTON	OFFICIAL 3/2	02014435	13001143	OFFICIAL-ADULT BASKETBALL	04/18/14	237571	75.00-
TERRELL, WINSTON Sum							75.00-
00002 UNITED FENCE COMPANY	00015986	00140955	13001080	FENCE REPR CAMERON FIELD	04/18/14	237586	614.00-
00002 UNITED FENCE COMPANY	00015985	00140959	13001081	FENCE REPR DAHMER PARK	04/18/14	237586	602.55-
00002 UNITED FENCE COMPANY	00015984	00140967	13001108	FENCE REPR JAYCEE PARK	04/18/14	237586	1,810.85-
00002 UNITED FENCE COMPANY	00016000	00141223	13001114	FENCE REPR TATUM DUMPSTER	04/18/14	237586	350.00-
00002 UNITED FENCE COMPANY	00016001	00141224	13001115	FENCE REPR TATUM SOCCER PK LT	04/18/14	237586	267.00-
UNITED FENCE COMPANY Sum							3,644.40-
00002 UNITED RENTALS (NORTH AM	118384475-00	00140936	13001101	FORKLIFT-TATUM PARK-SOCCER	04/18/14	237588	2,094.16-
00002 UNITED RENTALS (NORTH AM	118384475-00	00140936	13001102	CREDIT-FORKLIFT RENTAL	04/18/14	237588	850.56
UNITED RENTALS (NORTH AM Sum							1,243.60-
00002 VARNADO, ALEXZANDRIA	SPORTS SERVS	02014434	13001151	SPORTS SUPPORT SERVICES	04/18/14	237591	91.00-
VARNADO, ALEXZANDRIA Sum							91.00-
00002 VARNADO, UNDRA	SPORTS SERVS	02014434	13001152	SPORTS SUPPORT SERVICES	04/18/14	237592	147.00-
VARNADO, UNDRA Sum							147.00-
00002 WHEELER, CURTIS	SPORTS SERVS	02014434	13001153	SPORTS SUPPORT SERVICES	04/18/14	237603	245.00-
WHEELER, CURTIS Sum							245.00-
00002 WILLMUT GAS & OIL COMPAN	4/14 PKS/REC	00201413	13001119	MNTHLY GAS-PARKS & REC	04/18/14	237606	380.76-
WILLMUT GAS & OIL COMPAN Sum							380.76-
Sum							219,736.02-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
HATT.MUNICIPAL FIRE PROTECTION							
00005 TRUSTMARK NATIONAL BANK/	00028401107	02014417	13000029	FIRE TRK LEASE NOTE #33523	04/08/14	21772	14,340.60-
TRUSTMARK NATIONAL BANK/ Sum							14,340.60-
Sum							14,340.60-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PAYROLL FUND							
00006 HARRISON, DON (REFUNDS)	DENTAL INS R	02014421	13000324	REFUND DENTAL INSURANCE	04/18/14	237385	25.46-
HARRISON, DON (REFUNDS) Sum							25.46-
00006 SYBERT, ROBERT (REFUNDS)	REFUND STATE	02014110	13000321	REFUND STATE TAX DEDUCT 4/14	04/03/14	18687	1,120.67-
SYBERT, ROBERT (REFUNDS) Sum							1,120.67-
00006 TRANSAMERICA LIFE	1844	02014109	13000318	BURIAL INS PREMIUM	04/01/14	18670	908.87-
TRANSAMERICA LIFE Sum							908.87-
00006 UNITED HEALTHCARE INS CO	04/2014	02014107	13000326	PREMIUM DUE 4/14 COVERAGE	04/15/14	18700	450.00-
UNITED HEALTHCARE INS CO Sum							450.00-
Sum							2,505.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 AAMCO TRANS/AUTOMOTIVE S	128104	00141484	13000929	REPR PTS U#14702 LAGOON	04/18/14	237224	175.00-
AAMCO TRANS/AUTOMOTIVE S Sum							175.00-
00009 ARNOLD LINE WATER ASSN I	CUSTOMER LIS	00141784	13001025	CUSTOMER LIST 1/14-3/14	04/18/14	237240	405.00-
ARNOLD LINE WATER ASSN I Sum							405.00-
00009 AUTO ARMATURE SERVICE IN	13871	00141370	13000891	BATTERY U#11211 SERVICE TRUCK	04/18/14	237244	109.95-
00009 AUTO ARMATURE SERVICE IN	14107	00141676	13000999	ALTERNATOR/BATTERY U#9222	04/18/14	237244	249.90-
00009 AUTO ARMATURE SERVICE IN	13755	00141362	13001001	BATTERIES U#10811 SEWER	04/18/14	237244	275.90-
00009 AUTO ARMATURE SERVICE IN	13756	00141356	13001015	STARTER U#15916 SEWER	04/18/14	237244	299.95-
AUTO ARMATURE SERVICE IN Sum							935.70-
00009 BLOSSMAN GAS INC	900945	00141735	13001010	PROPANE PLANT FORKLIFT	04/18/14	237259	50.00-
BLOSSMAN GAS INC Sum							50.00-
00009 BONNER ANALYTICAL TESTIN	54868	00140868	13000905	SAMPLE 2/5/14 122 PLAZA DRIVE	04/18/14	237262	26.50-
00009 BONNER ANALYTICAL TESTIN	54927	00141297	13000911	NPDES MONITORING LAGOONS	04/18/14	237262	885.82-
00009 BONNER ANALYTICAL TESTIN	55030	00141413	13000912	REPEAT 3/14 SOUTH LAGOON	04/18/14	237262	95.00-
BONNER ANALYTICAL TESTIN Sum							1,007.32-
00009 BROADWAY DRIVE TIRE	091092	00140849	13000892	REPRS U#18705 SERVICE TRUCK	04/18/14	237265	207.54-
00009 BROADWAY DRIVE TIRE	091185	00141108	13000993	TIRES/ALIGNMENT U#11211	04/18/14	237265	344.23-
BROADWAY DRIVE TIRE Sum							551.77-
00009 CARQUEST AUTO PARTS STOR	14758-24160	00141219	13000893	REPRS U#11211 SERVICE TRUCK	04/18/14	237277	1,000.64-
00009 CARQUEST AUTO PARTS STOR	14758-24318	00141331	13000894	REPR PTS U#18705 SERV TRUCK	04/18/14	237277	38.39-
00009 CARQUEST AUTO PARTS STOR	14758-24428	00141371	13000895	REPR PTS U#11211 SERV TRUCK	04/18/14	237277	4.82-
00009 CARQUEST AUTO PARTS STOR	14758-24559	00141418	13000900	REPR PTS U#13513 TRANS	04/18/14	237277	291.57-
00009 CARQUEST AUTO PARTS STOR	14758-24492	00141388	13000910	BRAKE REPR PTS U#13081 LAGOON	04/18/14	237277	308.14-
00009 CARQUEST AUTO PARTS STOR	14758-24330	00141219	13000913	CREDIT	04/18/14	237277	170.00
00009 CARQUEST AUTO PARTS STOR	14758-25017	00141605	13001004	REPR PTS U#14702 LAGOON	04/18/14	237277	794.58-
00009 CARQUEST AUTO PARTS STOR	14758-24787	00141501	13001007	REPR PTS U#14760 TRANS	04/18/14	237277	261.13-
CARQUEST AUTO PARTS STOR Sum							2,529.27-
00009 CENTRAL PIPE SUPPLY INC	X04380	00140115	13000907	METER BOX LIDS SEWER DEPT	04/18/14	237281	323.06-
00009 CENTRAL PIPE SUPPLY INC	X06758	00140115	13000908	METER BOX LIDS SEWER DEPT	04/18/14	237281	439.90-
00009 CENTRAL PIPE SUPPLY INC	X07641	00141599	13001006	PLUMB SUPP TRANS STOCK	04/18/14	237281	4,475.08-
CENTRAL PIPE SUPPLY INC Sum							5,238.04-
00009 CERTIFIED LABORATORIES	1461016	00141440	13000996	CHEMICALS SEWER DEPT	04/18/14	237282	18,366.30-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009 CERTIFIED LABORATORIES	1409771	00140376	13001019	ADDL AMT DUE PO#139883	04/18/14	237282	1,800.00-
00009 CERTIFIED LABORATORIES	1470900	00141692	13001032	CHEMICALS-LAGOONS	04/18/14	237282	8,188.00-
CERTIFIED LABORATORIES Sum							28,354.30-
00009 CITY OF HATTIESBURG FUND	TRF 1ST 4/14	02014402	13000890	TRF 1ST 4/14 PAYROLL	04/02/14	21771	75,056.07-
00009 CITY OF HATTIESBURG FUND	TRF 2ND 4/14	02014402	13001024	TRF 2ND 4/14 PAYROLL	04/15/14	21773	107,426.25-
CITY OF HATTIESBURG FUND Sum							182,482.32-
00009 COBURN'S SUPPLY CO INC	606752445	00141272	13000994	PLUMB SUPP TRANS DEPT	04/18/14	237287	437.48-
00009 COBURN'S SUPPLY CO INC	606732314	00141032	13000997	WATER METER WASHER FITTINGS	04/18/14	237287	50.00-
COBURN'S SUPPLY CO INC Sum							487.48-
00009 CONTROL SYSTEMS INC	48916	00141718	13001012	SERV CALL MAMMOTH SPRINGS STA	04/18/14	237296	964.20-
00009 CONTROL SYSTEMS INC	48917	00141718	13001013	SERV CALL PLT #1 & L ESTATE	04/18/14	237296	2,004.20-
00009 CONTROL SYSTEMS INC	49818	00141718	13001014	SERV CALL WTR PLT #2	04/18/14	237296	2,743.20-
CONTROL SYSTEMS INC Sum							5,711.60-
00009 D P C ENTERPRISES LP	212000564-14	00141045	13000902	CHLORINE PLANT #2	04/18/14	237304	1,164.00-
00009 D P C ENTERPRISES LP	212000565-14	00141045	13000903	CHLORINE PLANT #1	04/18/14	237304	1,552.00-
D P C ENTERPRISES LP Sum							2,716.00-
00009 DAKTECH COMPUTERS	INV0311183	00141410	13001018	COMPUTER WATER PLANT	04/18/14	237305	3,069.00-
DAKTECH COMPUTERS Sum							3,069.00-
00009 DEVINEY EQUIPMENT	IV08520	00141464	13000998	REPR PTS U#13803 SEWER DEPT	04/18/14	237308	25.61-
DEVINEY EQUIPMENT Sum							25.61-
00009 DIXIE COMMUNITY UTILITY	SWR BILLING	00141369	13000897	SEWER BILLING REPORT 2/14	04/18/14	237311	326.25-
DIXIE COMMUNITY UTILITY Sum							326.25-
00009 DIXON, C.R.	243299	00141415	13000898	CUT OFF/TURN ON SERVICES	04/18/14	237312	1,140.00-
DIXON, C.R. Sum							1,140.00-
00009 DUNAGIN PEST CONTROL(PRE	8789597	00141694	13001000	SENTRICON SERV WTR PLANT	04/18/14	237316	148.75-
DUNAGIN PEST CONTROL(PRE Sum							148.75-
00009 ECONOMY SUPPLY CO	209782	00141330	13000896	DOOR REPR WATER OFFICE	04/18/14	237322	43.95-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
ECONOMY SUPPLY CO							
Sum							43.95-
00009 FASTENAL COMPANY	MSHAT169543	00141053	13000991	BOOTS/RAINCOATS SEWER DEPT	04/18/14	237333	254.59-
FASTENAL COMPANY							
Sum							254.59-
00009 G & K SERVICES	1035453164	00141359	13000930	UNIFORMS 1/07 TRANS	04/18/14	237357	43.56-
00009 G & K SERVICES	1035455314	00141359	13000931	UNIFORMS 1/14 TRANS	04/18/14	237357	43.56-
00009 G & K SERVICES	1035457431	00141359	13000932	UNIFORMS 1/21 TRANS	04/18/14	237357	43.56-
00009 G & K SERVICES	1035459577	00141359	13000933	UNIFORMS 1/28 TRANS	04/18/14	237357	43.56-
00009 G & K SERVICES	1035461712	00141359	13000934	UNIFORMS 2/04 TRANS	04/18/14	237357	43.56-
00009 G & K SERVICES	1035463838	00141359	13000935	UNIFORMS 2/11 TRANS	04/18/14	237357	39.60-
00009 G & K SERVICES	1035465972	00141359	13000936	UNIFORMS 2/18 TRANS	04/18/14	237357	39.60-
00009 G & K SERVICES	1035468115	00141359	13000937	UNIFORMS 2/25 TRANS	04/18/14	237357	39.60-
00009 G & K SERVICES	1035470251	00141359	13000938	UNIFORMS 3/04 TRANS	04/18/14	237357	39.60-
00009 G & K SERVICES	1035472375	00141359	13000939	UNIFORMS 3/11 TRANS	04/18/14	237357	39.60-
00009 G & K SERVICES	1035474506	00141359	13000940	UNIFORMS 3/18 TRANS	04/18/14	237357	35.64-
00009 G & K SERVICES	1035476650	00141359	13000941	UNIFORMS 3/25 TRANS	04/18/14	237357	48.24-
00009 G & K SERVICES	1035453167	00141359	13000942	MOP/MAT 1/07 PLANT	04/18/14	237357	21.60-
00009 G & K SERVICES	1035455317	00141359	13000943	MOP/MAT 1/14 PLANT	04/18/14	237357	21.60-
00009 G & K SERVICES	1035457434	00141359	13000944	MOP/MAT 1/21 PLANT	04/18/14	237357	21.60-
00009 G & K SERVICES	1035459580	00141359	13000945	MOP/MAT 1/28 PLANT	04/18/14	237357	21.60-
00009 G & K SERVICES	1035461715	00141359	13000946	MOP/MAT 2/04 PLANT	04/18/14	237357	21.60-
00009 G & K SERVICES	1035463841	00141359	13000947	MOP/MAT 2/11 PLANT	04/18/14	237357	21.60-
00009 G & K SERVICES	1035465975	00141359	13000948	MOP/MAT 2/18 PLANT	04/18/14	237357	21.60-
00009 G & K SERVICES	1035468118	00141359	13000949	MOP/MAT 2/25 PLANT	04/18/14	237357	21.60-
00009 G & K SERVICES	1035470254	00141359	13000950	MOP/MAT 3/04 PLANT	04/18/14	237357	21.60-
00009 G & K SERVICES	1035472378	00141359	13000951	MOP/MAT 3/11 PLANT	04/18/14	237357	21.60-
00009 G & K SERVICES	1035474509	00141359	13000952	MOP/MAT 3/18 PLANT	04/18/14	237357	21.60-
00009 G & K SERVICES	1035476653	00141359	13000953	MOP/MAT 3/25 PLANT	04/18/14	237357	21.60-
00009 G & K SERVICES	1035453165	00141359	13000954	UNIFORMS 1/07 PLANT	04/18/14	237357	48.00-
00009 G & K SERVICES	1035455315	00141359	13000955	UNIFORMS 1/14 PLANT	04/18/14	237357	48.00-
00009 G & K SERVICES	1035457432	00141359	13000956	UNIFORMS 1/21 PLANT	04/18/14	237357	48.00-
00009 G & K SERVICES	1035459578	00141359	13000957	UNIFORMS 1/28 PLANT	04/18/14	237357	48.00-
00009 G & K SERVICES	1035461713	00141359	13000958	UNIFORMS 2/04 PLANT	04/18/14	237357	48.00-
00009 G & K SERVICES	1035463839	00141359	13000959	UNIFORMS 2/11 PLANT	04/18/14	237357	48.00-
00009 G & K SERVICES	1035465973	00141359	13000960	UNIFORMS 2/18 PLANT	04/18/14	237357	48.00-
00009 G & K SERVICES	1035468116	00141359	13000961	UNIFORMS 2/25 PLANT	04/18/14	237357	48.00-
00009 G & K SERVICES	1035470252	00141359	13000962	UNIFORMS 3/04 PLANT	04/18/14	237357	48.00-
00009 G & K SERVICES	1035472376	00141359	13000963	UNIFORMS 3/11 PLANT	04/18/14	237357	48.00-
00009 G & K SERVICES	1035474507	00141359	13000964	UNIFORMS 3/18 PLANT	04/18/14	237357	48.00-
00009 G & K SERVICES	1035476651	00141359	13000965	UNIFORMS 3/26 PLANT	04/18/14	237357	48.00-
00009 G & K SERVICES	1035453163	00141359	13000966	UNIFORMS 1/07 SEWER	04/18/14	237357	37.82-
00009 G & K SERVICES	1035455313	00141359	13000967	UNIFORMS 1/14 SEWER	04/18/14	237357	37.82-
00009 G & K SERVICES	1035457430	00141359	13000968	UNIFORMS 1/21 SEWER	04/18/14	237357	40.00-
00009 G & K SERVICES	1035459576	00141359	13000969	UNIFORMS 1/28 SEWER	04/18/14	237357	40.00-
00009 G & K SERVICES	1035461711	00141359	13000970	UNIFORMS 2/04 SEWER	04/18/14	237357	40.00-
00009 G & K SERVICES	1035463837	00141359	13000971	UNIFORMS 2/11 SEWER	04/18/14	237357	40.00-
00009 G & K SERVICES	1035465971	00141359	13000972	UNIFORMS 2/18 SEWER	04/18/14	237357	40.00-
00009 G & K SERVICES	1035468114	00141359	13000973	UNIFORMS 2/25 SEWER	04/18/14	237357	40.00-
00009 G & K SERVICES	1035470250	00141359	13000974	UNIFORMS 3/04 SEWER	04/18/14	237357	40.00-
00009 G & K SERVICES	1035472374	00141359	13000975	UNIFORMS 3/11 SEWER	04/18/14	237357	40.00-
00009 G & K SERVICES	1035474505	00141359	13000976	UNIFORMS 3/18 SEWER	04/18/14	237357	40.00-
00009 G & K SERVICES	1035476649	00141359	13000977	UNIFORMS 3/25 SEWER	04/18/14	237357	40.00-

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00009 G & K SERVICES	1035453166	00141359	13000978	UNIFORMS 1/07 LAGOON	04/18/14	237357	15.84-
00009 G & K SERVICES	1035455316	00141359	13000979	UNIFORMS 1/14 LAGOON	04/18/14	237357	15.84-
00009 G & K SERVICES	1035457433	00141359	13000980	UNIFORMS 1/21 LAGOON	04/18/14	237357	15.84-
00009 G & K SERVICES	1035459579	00141359	13000981	UNIFORMS 1/28 LAGOON	04/18/14	237357	15.84-
00009 G & K SERVICES	1035461714	00141359	13000982	UNIFORMS 2/04 LAGOON	04/18/14	237357	15.84-
00009 G & K SERVICES	1035463840	00141359	13000983	UNIFORMS 2/11 LAGOON	04/18/14	237357	15.84-
00009 G & K SERVICES	1035465974	00141359	13000984	UNIFORMS 2/18 LAGOON	04/18/14	237357	15.84-
00009 G & K SERVICES	1035468117	00141359	13000985	UNIFORMS 2/25 LAGOON	04/18/14	237357	15.84-
00009 G & K SERVICES	1035470253	00141359	13000986	UNIFORMS 3/04 LAGOON	04/18/14	237357	15.84-
00009 G & K SERVICES	1035472377	00141359	13000987	UNIFORMS 3/11 LAGOON	04/18/14	237357	16.20-
00009 G & K SERVICES	1035474508	00141359	13000988	UNIFORMS 3/18 LAGOON	04/18/14	237357	16.20-
00009 G & K SERVICES	1035476652	00141359	13000989	UNIFORMS 3/25 LAGOON	04/18/14	237357	19.80-
00009 G & K SERVICES	1035472394	00141786	13001026	UNIFORMS 3/11 SERVICE PERSNL	04/18/14	237357	20.00-
00009 G & K SERVICES	1035474525	00141786	13001027	UNIFORMS 3/18 SERVICE PERSNL	04/18/14	237357	20.00-
00009 G & K SERVICES	1035476670	00141786	13001028	UNIFORMS 3/25 SERVICE PERSNL	04/18/14	237357	20.00-
00009 G & K SERVICES	1035478825	00141786	13001029	UNIFORMS 4/01 SERVICE PERSNL	04/18/14	237357	20.00-
G & K SERVICES Sum							2,085.28-
00009 GARY'S SMALL ENGINE REPA	04/01/2014	00141338	13000923	AGRI EQUIP REPRS WTR PLANT	04/18/14	237362	526.88-
GARY'S SMALL ENGINE REPA Sum							526.88-
00009 GULF COAST OFFICE PRODUC	1446698-0	00140580	13001008	JANITS SUPP WTR PLANT	04/18/14	237376	169.13-
00009 GULF COAST OFFICE PRODUC	1446699-0	00140580	13001009	COPY PAPER WTR PLANT	04/18/14	237376	175.00-
GULF COAST OFFICE PRODUC Sum							344.13-
00009 INDOFF INC	2433548	00141309	13000995	OFFICE/JANIT SUPP WTR PLANT	04/18/14	237396	188.43-
INDOFF INC Sum							188.43-
00009 IRBY, STUART C CO	S008184586.0	00141005	13000906	ELEC SUPP SEWER DEPT	04/18/14	237402	374.16-
00009 IRBY, STUART C CO	S008180644.0	00140970	13000909	ELEC SUPP LAGOONS	04/18/14	237402	472.05-
IRBY, STUART C CO Sum							846.21-
00009 LANCASTER'S MACHINE & WE	21657	00141016	13000927	REMOVE GEAR BOX SHAFTS	04/18/14	237427	625.00-
LANCASTER'S MACHINE & WE Sum							625.00-
00009 MAACO COLLISION REPAIR &	16551 & 1655	00141267	13000924	REPRS U#13511 WTR PLANT	04/18/14	237438	1,843.06-
00009 MAACO COLLISION REPAIR &	16552(B)	00141409	13000925	ADDL AMT DUE PO#141267	04/18/14	237438	269.88-
MAACO COLLISION REPAIR & Sum							2,112.94-
00009 MIKE'S TIRE & WHEEL CO	2173334	00141264	13000901	TRAILER TIRES TRANS DEPT	04/18/14	237461	260.36-
00009 MIKE'S TIRE & WHEEL CO	2173170	00140948	13000921	TIRES U#13512 TRANS	04/18/14	237461	733.44-
00009 MIKE'S TIRE & WHEEL CO	2172475	00140123	13000926	TIRES U#18564 SEWER	04/18/14	237461	1,235.95-

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MIKE'S TIRE & WHEEL CO							
Sum							2,229.75-
00009 MORGAN, C J INC	2014035	00141533	13000916	WATER LEAKS COURTNEY CIRCLE	04/18/14	237471	10,678.05-
00009 MORGAN, C J INC	2014034	00141533	13000917	WATER TAP 40TH PLACE	04/18/14	237471	1,762.32-
00009 MORGAN, C J INC	2014032	00141533	13000918	FIRE TAPS CEDARBROOK APTS	04/18/14	237471	11,587.10-
00009 MORGAN, C J INC	2014036	00141533	13000919	PUMP HOLDING TANKS 3/14	04/18/14	237471	15,094.30-
00009 MORGAN, C J INC	2014033	00141533	13000920	CUT CONCRETE LONGWOOD	04/18/14	237471	870.00-
MORGAN, C J INC							
Sum							39,991.77-
00009 MOTOROLA INC (EPL RADIOS	13003433	00140403	13001005	RADIO EQUIP ANALOG TO DIGITAL	04/18/14	237475	2,490.85-
MOTOROLA INC (EPL RADIOS							
Sum							2,490.85-
00009 MS POWER COMPANY	4/14 W&SO&M	00201413	13001022	MNTHLY ELEC-W&SO&M	04/18/14	237482	81,509.87-
MS POWER COMPANY							
Sum							81,509.87-
00009 NAPA AUTO PARTS	504219	00141024	13001016	HAND TOOLS LAGOON	04/18/14	237486	39.97-
NAPA AUTO PARTS							
Sum							39.97-
00009 NEWELL PAPER COMPANY	810556	00141175	13000914	JANIT SUPP/COPY PAPER WTR OFC	04/18/14	237488	227.44-
NEWELL PAPER COMPANY							
Sum							227.44-
00009 OFFICE DEPOT INC	1671111000	00141431	13001011	OFFICE CHAIR WTR PLANT	04/18/14	237493	134.92-
OFFICE DEPOT INC							
Sum							134.92-
00009 PEARL RIVER VALLEY EPA (	4/14 W&SO&M	00201413	13001020	MNTHLY 4/14 PUBLIC SERVICES	04/18/14	237505	9,214.43-
PEARL RIVER VALLEY EPA (							
Sum							9,214.43-
00009 POWER PLUS INC	24483	00141319	13000922	WEEDEATER STRING WTR PLANT	04/18/14	237515	69.90-
POWER PLUS INC							
Sum							69.90-
00009 PUCKETT RENTS	436249-0001	00141321	13000899	TRASH PUMPS/HOSE WTR TRANS	04/18/14	237518	3,323.16-
PUCKETT RENTS							
Sum							3,323.16-
00009 PUMP AND CONTROL SERVICE	500	00141600	13001002	MAINT/REPRS S LAGOON 4/1-4/14	04/18/14	237519	3,200.00-
00009 PUMP AND CONTROL SERVICE	499	00141601	13001003	MAINT/REPRS S LAGOON 3/24-28	04/18/14	237519	3,200.00-
00009 PUMP AND CONTROL SERVICE	498	00141686	13001017	MAINT/REPRS S LAGOON 3/17-21	04/18/14	237519	3,200.00-
00009 PUMP AND CONTROL SERVICE	497	00141044	13001031	MAINT/REPRS S LAGOON 3/3-13	04/18/14	237519	6,400.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PUMP AND CONTROL SERVICE							
Sum							16,000.00-
00009 QUALITY DATA SYSTEMS INC	10017496	00140507	13000915	INK SUPP CHECK ENDORSER	04/18/14	237522	33.95-
QUALITY DATA SYSTEMS INC							
Sum							33.95-
00009 ROPER SUPPLY CO LLC	44894	00139861	13000992	PEDESTAL KIT/NOTEPADS-LAGOON	04/18/14	237534	596.05-
ROPER SUPPLY CO LLC							
Sum							596.05-
00009 SCOGGINS PUMP REPAIR	9294	00140910	13000928	REPAIR VARI MOTORS-LAGOON	04/18/14	237539	7,936.00-
SCOGGINS PUMP REPAIR							
Sum							7,936.00-
00009 SHERWIN-WILLIAMS COMPANY	5361-8	00141135	13000904	RED DECK PAINT WATER PLANT	04/18/14	237541	42.72-
SHERWIN-WILLIAMS COMPANY							
Sum							42.72-
00009 SOUTHERN PINE ELECTRIC P	4/14 W&SO&M	00201413	13001030	MNTHLY 4/14 PUBLIC SERVICES	04/18/14	237555	663.27-
SOUTHERN PINE ELECTRIC P							
Sum							663.27-
00009 WILLMUT GAS & OIL COMPAN	4/14 W&SO&M	00201413	13001021	MNTHLY GAS-W&SO&M	04/18/14	237606	1,203.45-
WILLMUT GAS & OIL COMPAN							
Sum							1,203.45-
Sum							408,088.32-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 AMERICAN RED CROSS	WTR OVRPMT R	02014428	13000499	WTR OVRPMT RFD	04/18/14	237235	122.28-
AMERICAN RED CROSS Sum							122.28-
00011 BELTONE HEARING CENTER O	METER DEP RF	02014419	13000470	METER DEP RFD	04/18/14	237253	37.33-
BELTONE HEARING CENTER O Sum							37.33-
00011 BIG L AUTOMOTIVE	METER DEP RF	02014415	13000463	METER DEP RFD	04/18/14	237258	52.17-
BIG L AUTOMOTIVE Sum							52.17-
00011 BONEY, CURTIS	METER DEP RF	02014419	13000476	METER DEP RFD	04/18/14	237261	31.44-
BONEY, CURTIS Sum							31.44-
00011 BUTEAU, PATTY	METER DEP RF	02014419	13000479	METER DEP RFD	04/18/14	237269	35.94-
BUTEAU, PATTY Sum							35.94-
00011 CARPENTER, GREG A1	METER DEP RF	02014419	13000496	METER DEP RFD	04/18/14	237274	35.94-
CARPENTER, GREG A1 Sum							35.94-
00011 CITY OF HATTIESBURG FUND	MARCH WATER	02014400	13000452	MARCH WATER DIST 4/14	04/01/14	36925	242,601.30-
CITY OF HATTIESBURG FUND Sum							242,601.30-
00011 DAVIS, DOUGLAS	METER DEP RF	02014419	13000477	METER DEP RFD	04/18/14	237306	35.94-
DAVIS, DOUGLAS Sum							35.94-
00011 DAVIS, LALESCHA	METER DEP RF	02014419	13000467	METER DEP RFD	04/18/14	237307	.94-
DAVIS, LALESCHA Sum							.94-
00011 DIFFERENT, PAUL	METER DEP RF	02014419	13000468	METER DEP RFD	04/18/14	237310	.94-
DIFFERENT, PAUL Sum							.94-
00011 DUDLEY, KIMBERLY H*	METER DEP RF	02014419	13000497	METER DEP RFD	04/18/14	237315	35.94-
DUDLEY, KIMBERLY H* Sum							35.94-
00011 E&L'S TRIANGLE SEAFOOD &	METER DEP RF	02014419	13000474	METER DEP RFD	04/18/14	237318	77.17-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
E&L'S TRIANGLE SEAFOOD &							
Sum							77.17-
00011 ELKINS, ALLAN	METER DEP RF	02014419	13000482	METER DEP RFD	04/18/14	237325	31.44-
ELKINS, ALLAN							
Sum							31.44-
00011 ENVIRONMENTAL MANAGEMENT	METER DEP RF	02014427	13000504	METER DEP RFD	04/18/14	237329	17.17-
ENVIRONMENTAL MANAGEMENT							
Sum							17.17-
00011 GALEY, JON	METER DEP RF	02014427	13000506	METER DEP RFD	04/18/14	237358	17.05-
GALEY, JON							
Sum							17.05-
00011 GAMBLE, DWONE	METER DEP RF	02014415	13000460	METER DEP RFD	04/18/14	237360	19.74-
GAMBLE, DWONE							
Sum							19.74-
00011 GREEN, MELINDA D	WTR OVRPMT R	02014428	13000500	WTR OVRPMT RFD	04/18/14	237373	35.94-
GREEN, MELINDA D							
Sum							35.94-
00011 HALLMAN PROPERTY MNGMT	METER DEP RF	02014419	13000495	METER DEP RFD	04/18/14	237382	35.94-
HALLMAN PROPERTY MNGMT							
Sum							35.94-
00011 HATTIESBURG PRACTICE MGM	METER DEP RF	02014427	13000501	METER DEP RFD	04/18/14	237387	6.51-
HATTIESBURG PRACTICE MGM							
Sum							6.51-
00011 HELTON, PEGGY	WTR PYMT RFD	02014404	13000454	WATER PAYMENT REFUND	04/03/14	36929	305.72-
HELTON, PEGGY							
Sum							305.72-
00011 HENRY, MATTHEW H	METER DEP RF	02014419	13000469	METER DEP RFD	04/18/14	237391	.94-
HENRY, MATTHEW H							
Sum							.94-
00011 JENKINS, ALLISON JR	METER DEP RF	02014419	13000473	METER DEP RFD	04/18/14	237404	35.94-
JENKINS, ALLISON JR							
Sum							35.94-
00011 JENPHI INVESTMENTS, LLC	METER DEP RF	02014419	13000475	METER DEP RFD	04/18/14	237405	52.17-
JENPHI INVESTMENTS, LLC							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							52.17-
00011 KDC INVESTMENTS #330	METER DEP RF	02014427	13000507	METER DEP RFD	04/18/14	237412	35.94-
KDC INVESTMENTS #330 Sum							35.94-
00011 KNOTTS, LOUIS H	METER DEP RF	02014427	13000503	METER DEP RFD	04/18/14	237422	20.00-
KNOTTS, LOUIS H Sum							20.00-
00011 LEGGETT, HELLENA FAYE	METER DEP RF	02014427	13000509	METER DEP RFD	04/18/14	237430	35.94-
LEGGETT, HELLENA FAYE Sum							35.94-
00011 LILAC ESTATES	METER DEP RF	02014415	13000461	METER DEP RFD	04/18/14	237432	18.16-
LILAC ESTATES Sum							18.16-
00011 LONDON AND STETELMAN1	METER DEP RF	02014427	13000510	METER DEP RFD	04/18/14	237435	30.88-
LONDON AND STETELMAN1 Sum							30.88-
00011 MACHUCA, DIEGO	METER DEP RF	02014419	13000478	METER DEP RFD	04/18/14	237439	35.94-
MACHUCA, DIEGO Sum							35.94-
00011 MARTIN, DELLA HARDY	METER DEP RF	02014415	13000462	METER DEP RFD	04/18/14	237441	24.80-
MARTIN, DELLA HARDY Sum							24.80-
00011 MCCARDLE, JEFFREY M	METER DEP RF	02014419	13000488	METER DEP RFD	04/18/14	237447	35.94-
MCCARDLE, JEFFREY M Sum							35.94-
00011 MCCRAY, LINDA J	METER DEP RF	02014415	13000457	METER DEP RFD	04/18/14	237449	30.88-
MCCRAY, LINDA J Sum							30.88-
00011 MCINNIS, JAMES	METER DEP RF	02014419	13000485	METER DEP RFD	04/18/14	237452	35.94-
MCINNIS, JAMES Sum							35.94-
00011 MCINNIS, JEFFERY	METER DEP RF	02014419	13000486	METER DEP RFD	04/18/14	237453	35.94-
MCINNIS, JEFFERY Sum							35.94-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00011 MCKENZIE, LINDA	METER DEP RF	02014419	13000471	METER DEP RFD	04/18/14	237454	35.94-
MCKENZIE, LINDA Sum							35.94-
00011 MILLING, FRANCIS W	METER DEP RF	02014415	13000455	METER DEP RFD	04/18/14	237464	75.00-
MILLING, FRANCIS W Sum							75.00-
00011 MILLSTEAD, HEATHER M	METER DEP RF	02014419	13000489	METER DEP RFD	04/18/14	237465	37.82-
MILLSTEAD, HEATHER M Sum							37.82-
00011 MOORE, EVA C	METER DEP RF	02014419	13000466	METER DEP RFD	04/18/14	237470	.94-
MOORE, EVA C Sum							.94-
00011 OTT, DAVID	METER DEP RF	02014419	13000465	METER DEP RFD	04/18/14	237497	75.00-
OTT, DAVID Sum							75.00-
00011 PARKER, GEORGE CLAYTON	METER DEP RF	02014419	13000492	METER DEP RFD	04/18/14	237501	36.88-
PARKER, GEORGE CLAYTON Sum							36.88-
00011 PAYNE, LAUREN	METER DEP RF	02014427	13000505	METER DEP RFD	04/18/14	237503	35.94-
PAYNE, LAUREN Sum							35.94-
00011 PEARSON, KIARA NA	METER DEP RF	02014415	13000464	METER DEP RFD	04/18/14	237507	52.94-
PEARSON, KIARA NA Sum							52.94-
00011 PURPLE DRAGON DON JITSU	METER DEP RF	02014419	13000498	METER DEP RFD	04/18/14	237520	29.34-
PURPLE DRAGON DON JITSU Sum							29.34-
00011 RAWLS, EMILY	METER DEP RF	02014419	13000481	METER DEP RFD	04/18/14	237524	31.44-
RAWLS, EMILY Sum							31.44-
00011 REMAX	METER DEP RF	02014419	13000491	METER DEP RFD	04/18/14	237528	35.94-
REMAX Sum							35.94-
00011 ROGERS, CRAIN	METER DEP RF	02014419	13000484	METER DEP RFD	04/18/14	237532	35.94-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
ROGERS, CRAIN							
Sum							35.94-
00011 SHOEMAKER PROPERTIES 314	METER DEP RF	02014427	13000508	METER DEP RFD	04/18/14	237543	11.52-
SHOEMAKER PROPERTIES 314							
Sum							11.52-
00011 SIMPSON, SHELIA	METER DEP RF	02014419	13000472	METER DEP RFD	04/18/14	237545	35.94-
SIMPSON, SHELIA							
Sum							35.94-
00011 SOUTHERN IVY BOUTIQUE	METER DEP RF	02014419	13000487	METER DEP RFD	04/18/14	237554	29.34-
SOUTHERN IVY BOUTIQUE							
Sum							29.34-
00011 SOUTHGATE REALTY 308	METER DEP RF	02014419	13000490	METER DEP RFD	04/18/14	237558	35.94-
SOUTHGATE REALTY 308							
Sum							35.94-
00011 STEWART, ROBERT	METER DEP RF	02014415	13000459	METER DEP RFD	04/18/14	237566	35.94-
STEWART, ROBERT							
Sum							35.94-
00011 SULLIVAN BUSBY, TERESA	METER DEP RF	02014419	13000494	METER DEP RFD	04/18/14	237567	35.94-
SULLIVAN BUSBY, TERESA							
Sum							35.94-
00011 THAXTON, CORLEY	METER DEP RF	02014419	13000480	METER DEP RFD	04/18/14	237572	31.44-
THAXTON, CORLEY							
Sum							31.44-
00011 THOMPSON, SCARLET	METER DEP RF	02014419	13000493	METER DEP RFD	04/18/14	237574	35.94-
THOMPSON, SCARLET							
Sum							35.94-
00011 VITTETOE, JAMES P	WTR PYMT RFD	02014405	13000453	WATER PAYMENT REFUND	04/03/14	36928	39.06-
VITTETOE, JAMES P							
Sum							39.06-
00011 WEBB, RANDALL	METER DEP RF	02014415	13000458	METER DEP RFD	04/18/14	237601	18.94-
WEBB, RANDALL							
Sum							18.94-
00011 WHITE, MARCUS	METER DEP RF	02014415	13000456	METER DEP RFD	04/18/14	237604	11.97-
WHITE, MARCUS							
Sum							11.97-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00011 WILLIAMS, BRANDI E	METER DEP RF	02014419	13000483	METER DEP RFD	04/18/14	237605	35.94-
WILLIAMS, BRANDI E Sum							35.94-
00011 WILSON, CARLOS	METER DEP RF	02014427	13000502	METER DEP RFD	04/18/14	237607	75.00-
WILSON, CARLOS Sum							75.00-
Sum							244,882.28-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
CITY B & I							
00013 FIRST NATIONAL BANK OF C	09 GO POOL L	02014408	13000012	09 GO REF 12/21/09	04/03/14	18691	96,843.75-
FIRST NATIONAL BANK OF C							
Sum							96,843.75-
Sum							96,843.75-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLICE FORFEITURES FUND							
00019 HOLMES, DEREK	TRAV ADVANCE	00141832	13000041	TRAV ADV-MTRCYCLE TRAINING	04/18/14	237392	246.00-
HOLMES, DEREK Sum							246.00-
00019 MATOS DAVID	TRAV ADVANCE	00141836	13000042	TRAV ADV-MTRCYCLE TRAINING	04/18/14	237443	246.00-
MATOS DAVID Sum							246.00-
00019 THOMAS, GRANT	TRAV ADVANCE	00141838	13000043	TRAV ADV-MTRCYCLE TRAINING	04/18/14	237573	246.00-
THOMAS, GRANT Sum							246.00-
00019 WALLEY, RAY	TRAV ADVANCE	00141833	13000044	TRAV ADV-MTRCYCLE TRAINING	04/18/14	237594	246.00-
WALLEY, RAY Sum							246.00-
00019 YOUNG, CHAD	TRAV ADVANCE	00141834	13000045	TRAV ADV-MTRCYCLE TRAINING	04/18/14	237609	246.00-
YOUNG, CHAD Sum							246.00-
Sum							1,230.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
2004 TIF B&I-HOME DEPOT							
00021 TRUSTMARK NATIONAL BANK/	#7769 INT ER	02014406	13000003	DEBT SERV PAY HOME DEPOT	04/03/14	18690	1,751.42-
TRUSTMARK NATIONAL BANK/ Sum							1,751.42-
Sum							1,751.42-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
2006 TIF B&I-TURTLE CROSSING							
00023 TRUSTMARK NATIONAL BANK/	#3903 P&I T/	02014407	13000001	DEBT SERVICE PAY-T/CREEK	04/03/14	18689	49,312.00-
TRUSTMARK NATIONAL BANK/ Sum							49,312.00-
Sum							49,312.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
TAX COLLECTOR'S FUND							
00027 CITY OF HATTIESBURG FUND	MILLAGE DIST	02014404	13000066	MILLAGE DIST TO TIF FUND	04/01/14	36921	250,000.00-
CITY OF HATTIESBURG FUND Sum							250,000.00-
00027 CITY OF HATTIESBURG FUND	MILLAGE DIST	02014406	13000068	MILLAGE DIST TO TIF FUND	04/01/14	36943	50,000.00-
CITY OF HATTIESBURG FUND Sum							50,000.00-
00027 H'BURG PUBLIC SCHOOLS	3/14 MILLAGE	02014392	13000061	3/14 MILLAGE DIST 4/14	04/01/14	36916	3,154,184.87-
00027 H'BURG PUBLIC SCHOOLS	3/14 MILLAGE	02014392	13000062	3/14 MILLAGE DIST 4/14	04/01/14	36917	491,221.25-
H'BURG PUBLIC SCHOOLS Sum							3,645,406.12-
00027 LIBRARY, THE	3/14 MILLAGE	02014392	13000060	3/14 MILLAGE DIST 4/14	04/01/14	36915	150,848.00-
LIBRARY, THE Sum							150,848.00-
Sum							4,096,254.12-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
AIRPORT IMPROVEMENT FUND							
00039 ARE CONSULTANTS INC	1311051	00141791	13000043	SRV RUNWAY 31-31 REHAB PT I	04/18/14	237239	3,375.46-
ARE CONSULTANTS INC Sum							3,375.46-
Sum							3,375.46-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING APRIL 18, 2014

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MUNICIPAL ROAD & BRIDGE							
00072 BANCORPSOUTH EQUIPMENT F	002-0070193-	02014418	13000117	TRACTOR LEASE PYMT DUE 4/15/14	04/08/14	41114	1,412.41-
BANCORPSOUTH EQUIPMENT F Sum							1,412.41-
00072 DUNN ROADBUILDERS LLC	APPL #10 FIN	00141812	13000129	CONST 11/13-4/14 HARDY ST	04/18/14	237317	28,946.83-
DUNN ROADBUILDERS LLC Sum							28,946.83-
00072 FORREST CTY CIRCUIT COUR	C012-0382 HI	00141788	13000126	JUDGEMENT 4TH ST EXPAN PH I	04/18/14	237338	62.07-
FORREST CTY CIRCUIT COUR Sum							62.07-
00072 JACKSON BOWMAN & ARRINGT	54551	00141790	13000125	SRV BROADWAY-MOBILE TRAFFIC	04/18/14	237403	1,386.00-
JACKSON BOWMAN & ARRINGT Sum							1,386.00-
00072 NEEL-SCHAFFER INC	1016509-99	00141794	13000118	SRV 2/14 TAP APPLICATIONS	04/18/14	237487	192.85-
00072 NEEL-SCHAFFER INC	1016511	00141795	13000119	SRV 2/14 HARDY ST & 28TH AVE	04/18/14	237487	9,553.30-
00072 NEEL-SCHAFFER INC	1016514	00141811	13000120	SRV 1/1-2/28 GORDON CREEK	04/18/14	237487	30,735.19-
00072 NEEL-SCHAFFER INC	APPL #7	00141789	13000127	SRV 2/14 4TH ST EXPAN PH I	04/18/14	237487	28,926.51-
NEEL-SCHAFFER INC Sum							69,407.85-
00072 SHOWS DEARMAN & WAITS IN	17977	00141796	13000121	SRV 2/22-3/29 GORDON CREEK	04/18/14	237544	7,907.50-
00072 SHOWS DEARMAN & WAITS IN	17939	00141798	13000122	SRV 2/22-3/29 CARTER BLD DRNG	04/18/14	237544	345.00-
00072 SHOWS DEARMAN & WAITS IN	17964	00141799	13000123	SRV 2/22-3/29 4TH ST RIGHTWAY	04/18/14	237544	1,527.50-
00072 SHOWS DEARMAN & WAITS IN	17978	00141800	13000124	SRV 2/22-3/29 CURRY BLD ADA	04/18/14	237544	1,040.00-
SHOWS DEARMAN & WAITS IN Sum							10,820.00-
00072 WARREN PAVING INC	APPL #12	00141787	13000128	SRV 3/14 4TH ST EXPAN PH I	04/18/14	237596	94,850.92-
WARREN PAVING INC Sum							94,850.92-
Sum							206,886.08-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 AUTOMOTIVE GLASS SPECIAL	I147027	00139360	13000255	REPR WINDOWS ON BUILDING	04/18/14	237246	210.00-
AUTOMOTIVE GLASS SPECIAL Sum							210.00-
00073 CARQUEST AUTO PARTS STOR	14758-22500	00140498	13000261	REPR PTS FIXED ROUTE BUSES	04/18/14	237277	510.51-
CARQUEST AUTO PARTS STOR Sum							510.51-
00073 CITY OF HATTIESBURG FUND	TRF 1ST 4/14	02014402	13000250	TRF 1ST 4/14 PAYROLL	04/02/14	18672	20,939.02-
00073 CITY OF HATTIESBURG FUND	TRF 2ND 4/14	02014402	13000266	TRF 2ND 4/14 PAYROLL	04/15/14	18699	27,085.10-
CITY OF HATTIESBURG FUND Sum							48,024.12-
00073 CUMMINS MID SOUTH LLC	003-50539	00141029	13000262	SOFTWARE FOR GILLIG BUSES	04/18/14	237302	575.00-
00073 CUMMINS MID SOUTH LLC	003-51110	00141349	13000264	REPR PTS U#16234 & U#16235	04/18/14	237302	34.44-
CUMMINS MID SOUTH LLC Sum							609.44-
00073 DIAMOND MANUFACTURING, I	22026	00141019	13000251	FARE BOX SPRINGS	04/18/14	237309	155.75-
DIAMOND MANUFACTURING, I Sum							155.75-
00073 EATON, KERMAS	PETTY CASH 1	00141615	13000259	PETTY CASH MASS TRANSIT	04/18/14	237321	21.13-
EATON, KERMAS Sum							21.13-
00073 FUELMAN OF MS	BG127044 NP4	00141634	13000260	FUEL CHGS-NELMS 3/30/14	04/18/14	237346	24.54-
00073 FUELMAN OF MS	BG127044 NP4	00141818	13000267	FUEL NELMS 4/2/14	04/18/14	237346	63.88-
FUELMAN OF MS Sum							88.42-
00073 GILLIG LLC	4999007	00140996	13000253	REPR PTS GILLIG BUSES	04/18/14	237365	182.46-
00073 GILLIG LLC	40001588	00141271	13000257	REPR PTS U#16234 & U#16235	04/18/14	237365	268.72-
GILLIG LLC Sum							451.18-
00073 MOBILITY SYSTEMS INC	4470	00141545	13000258	WHEELCHAIR LIFT REPR U#16760	04/18/14	237467	52.00-
MOBILITY SYSTEMS INC Sum							52.00-
00073 MS PUBLIC TRANSIT ASSN	2014 MBRSHP-	00141635	13000263	2014 MBRSHP DUES-NELMS	04/18/14	237483	300.00-
MS PUBLIC TRANSIT ASSN Sum							300.00-
00073 NAPA AUTO PARTS	504290	00141070	13000254	FLOOR MATS FOR BUSES	04/18/14	237486	74.94-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
NAPA AUTO PARTS							
Sum							74.94-
00073 O'REILLY AUTO PARTS	0943-428571	00138917	13000268	REPR PTS U#14952 & U#14953	04/18/14	237492	51.86-
O'REILLY AUTO PARTS							
Sum							51.86-
00073 SOUTHERN TIRE MART LLC	11084952	00141048	13000252	TIRES FOR BUSES	04/18/14	237557	4,942.26-
SOUTHERN TIRE MART LLC							
Sum							4,942.26-
Sum							55,491.61-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER&SEWER CONSTRUCTION FUND							
00075 ALAQUA INC	097706	00141820	13000055	CONST USA YEAST PRETREAT FACL	04/18/14	237231	703,740.00-
ALAQUA INC Sum							703,740.00-
00075 CITY OF HATTIESBURG FUND	TRFR BETWEEN	02014431	13000053	TRFR BETWEEN BANKS	04/15/14	18703	250,000.00-
CITY OF HATTIESBURG FUND Sum							250,000.00-
00075 HRG (HATTIESBURG RESOURC	011003-01-16	00141792	13000056	SRV 2/14 USA YEAST PRETRT FAC	04/18/14	237393	30,206.80-
HRG (HATTIESBURG RESOURC Sum							30,206.80-
00075 SHOWS DEARMAN & WAITS IN	17963	00141797	13000054	SRV 2/22-3/29 WTR MAP UPDATES	04/18/14	237544	1,500.00-
SHOWS DEARMAN & WAITS IN Sum							1,500.00-
00075 UTILITY SERVICE COMMUNIC	6248 4/01/14	00141561	13000052	QTR INSPECT WATER TANKS	04/18/14	237589	38,651.54-
UTILITY SERVICE COMMUNIC Sum							38,651.54-
Sum							1,024,098.34-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 A D T SECURITY SERVICES/	21587859	00141830	13000262	SECURITY 5/14 CULTURAL CENTER	04/18/14	237222	102.10-
A D T SECURITY SERVICES/ Sum							102.10-
00077 ADCOCK POOLS AND SPA	67460	00140944	13000238	FOUNTAIN REPR CULTURAL CENTER	04/18/14	237226	708.92-
ADCOCK POOLS AND SPA Sum							708.92-
00077 ANDERSON RETAIL INC	100389	00141392	13000254	FOUNTAIN TILE TRAIN DEPOT	04/18/14	237237	1,000.00-
ANDERSON RETAIL INC Sum							1,000.00-
00077 ANOINTED HANDS CLEANING	657	00141595	13000248	CLEAN CARPET SHERRILL 2ND FLR	04/18/14	237238	560.00-
00077 ANOINTED HANDS CLEANING	656	00141595	13000249	CLEAN BASEBRDS TRAIN DEPOT	04/18/14	237238	300.00-
ANOINTED HANDS CLEANING Sum							860.00-
00077 BELL, SARA (REFUNDS)	SHERRILL CEN	02014433	13000259	DAMAGE DEPOSIT REFUND	04/18/14	237252	100.00-
BELL, SARA (REFUNDS) Sum							100.00-
00077 CITY OF HATTIESBURG FUND	TRF 1ST 4/14	02014402	13000235	TRF 1ST 4/14 PAYROLL	04/02/14	36926	15,975.70-
00077 CITY OF HATTIESBURG FUND	TRF 2ND 4/14	02014402	13000253	TRF 2ND 4/14 PAYROLL	04/15/14	36938	22,129.58-
CITY OF HATTIESBURG FUND Sum							38,105.28-
00077 EATON, KERMAS	PETTY CASH 1	00141615	13000240	PETTY CASH COMM CNTRS	04/18/14	237321	37.10-
EATON, KERMAS Sum							37.10-
00077 ELECTROLUX (AERUS)	0001784584	00140372	13000237	VACUUM CLEANER REPR-SIGLER	04/18/14	237323	226.97-
ELECTROLUX (AERUS) Sum							226.97-
00077 INNOVATIVE SERVICE SOLUT	20140035	00141493	13000241	AED INSPECT/PADS COMM CNTRS	04/18/14	237398	800.80-
INNOVATIVE SERVICE SOLUT Sum							800.80-
00077 KNIGHT, KATE (REFUNDS)	CULTURAL CEN	02014433	13000257	DAMAGE DEPOSIT REFUND	04/18/14	237420	300.00-
KNIGHT, KATE (REFUNDS) Sum							300.00-
00077 KNOTT, ANITA (REFUNDS)	CE ROY CENTE	02014433	13000258	DAMAGE DEPOSIT REFUND	04/18/14	237421	100.00-
KNOTT, ANITA (REFUNDS) Sum							100.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00077 MAX MULTIMEDIA & CABLING	1010	00141622	13000244	MOUNT SPEAKERS SHERRILL CNTR	04/18/14	237445	374.00-
MAX MULTIMEDIA & CABLING Sum							374.00-
00077 MID SOUTH GLASS INC	40003	00141387	13000245	ENTRANCE DOOR REPR CE ROY CTR	04/18/14	237459	750.00-
MID SOUTH GLASS INC Sum							750.00-
00077 MS FIRE & SAFETY OF HBUR	40717	00141871	13000263	EXTINGUISHER MAINT CULTURAL C	04/18/14	237480	39.00-
MS FIRE & SAFETY OF HBUR Sum							39.00-
00077 MS POWER COMPANY	4/14 COMM CN	00201413	13000251	MNTHLY ELEC-COMM CNTRS	04/18/14	237482	2,440.37-
MS POWER COMPANY Sum							2,440.37-
00077 OFFICE DEPOT INC	1671110999	00141433	13000243	OFFICE SUPP COMM CNTRS	04/18/14	237493	194.23-
OFFICE DEPOT INC Sum							194.23-
00077 SMITH, JIM SERVICES	819033	00141699	13000242	HEAT/AC UNIT TRAIN DEPOT	04/18/14	237546	3,063.63-
00077 SMITH, JIM SERVICES	819370	00141591	13000246	A/C CHECK SIGLER CENTER	04/18/14	237546	250.00-
00077 SMITH, JIM SERVICES	819370(B)	00141655	13000247	ADDL AMT DUE PO#141591	04/18/14	237546	232.69-
SMITH, JIM SERVICES Sum							3,546.32-
00077 SOUTH MS BALLET THEATRE	SHERRILL CEN	02014433	13000260	DAMAGE DEPOSIT REFUND	04/18/14	237548	100.00-
SOUTH MS BALLET THEATRE Sum							100.00-
00077 TAKAS, CECELIA (REFUNDS	CULTURAL CEN	02014433	13000255	DAMAGE DEPOSIT REFUND	04/18/14	237569	250.00-
00077 TAKAS, CECELIA (REFUNDS	CULTURAL CEN	02014433	13000256	DAMAGE DEPOSIT REFUND	04/18/14	237569	50.00-
00077 TAKAS, CECELIA (REFUNDS	CULTURAL CEN	02014433	13000261	DAMAGE DEPOSIT REFUND	04/18/14	237569	290.00-
TAKAS, CECELIA (REFUNDS Sum							590.00-
00077 TREES & TRENDS	PO#149420	00141420	13000236	DECORATIVE TREE TRAIN DEPOT	04/18/14	237580	340.00-
TREES & TRENDS Sum							340.00-
00077 WILLMUT GAS & OIL COMPAN	4/14 COMM CN	00201413	13000250	MNTHLY GAS-COMM CNTRS	04/18/14	237606	899.13-
WILLMUT GAS & OIL COMPAN Sum							899.13-
Sum							51,614.22-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT							
00082 BREAKTHROUGH COMMUNITY S	01	00141726	13000177	406 E 7TH ST EM REPAIR	04/14/14	36935	10,000.00-
BREAKTHROUGH COMMUNITY S Sum							10,000.00-
00082 CITY OF HATTIESBURG FUND	TRF 1ST 4/14	02014402	13000164	TRF 1ST 4/14 PAYROLL	04/02/14	36927	6,952.36-
00082 CITY OF HATTIESBURG FUND	TRF 2ND 4/14	02014402	13000180	TRF 2ND 4/14 PAYROLL	04/15/14	36939	8,806.21-
CITY OF HATTIESBURG FUND Sum							15,758.57-
00082 COMMUNITY CONNECTIONS (C	04/1/14	00141725	13000174	614 BARKLEY RD DRAW #5	04/14/14	36932	4,833.00-
COMMUNITY CONNECTIONS (C Sum							4,833.00-
00082 EATON, KERMAS	PETTY CASH 1	00141615	13000170	PETTY CASH CDBG	04/18/14	237321	16.50-
EATON, KERMAS Sum							16.50-
00082 FEDERAL EXPRESS	2-608-83270(	00141658	13000172	SRVS 3/28/14 ELLARD	04/18/14	237334	23.96-
FEDERAL EXPRESS Sum							23.96-
00082 INDOFF INC	2430798(B)	00141141	13000165	OFFICE SUPP CDBG/HOME PROGRAM	04/18/14	237396	469.01-
00082 INDOFF INC	2430244	00141141	13000166	OFFICE SUPP CDBG/HOME PROGRAM	04/18/14	237396	11.69-
00082 INDOFF INC	2433550	00141322	13000171	OFFICE SUPP	04/18/14	237396	7.30-
INDOFF INC Sum							488.00-
00082 JORDAN, KEVIN	TRAV ADVANCE	00141536	13000167	TRAV ADV-APA CONF ATLANTA	04/18/14	237411	1,749.20-
JORDAN, KEVIN Sum							1,749.20-
00082 PINE BELT COMMUNITY SERV	03/31/14	00141728	13000175	136 RUBY AVE DRAW#3	04/14/14	36933	3,110.00-
PINE BELT COMMUNITY SERV Sum							3,110.00-
00082 REGIONS CARDHOLDER SERVI	7079 3/31/14	00141837	13000181	CREDIT-HOTEL K JORDAN 2/26-28	04/18/14	237527	139.55
REGIONS CARDHOLDER SERVI Sum							139.55
00082 RJ YOUNG COMPANY	INV295645	00141531	13000168	COPIER 2/28-3/27 CDBG/HOME	04/18/14	237529	363.82-
RJ YOUNG COMPANY Sum							363.82-
00082 SMITH'S REMODELING	03/11/14	00141727	13000176	208 W 7TH ST CO#1	04/14/14	36934	3,345.00-
00082 SMITH'S REMODELING	03/23/14	00141738	13000179	1802 EDWARDS DRAW #2	04/14/14	36937	18,000.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SMITH'S REMODELING							
Sum							21,345.00-
00082 SPECIALTY ABATEMENT SERV	14-02007	00141723	13000173	605 BROAD ST LEAD ABATEMENT	04/14/14	36931	2,866.00-
00082 SPECIALTY ABATEMENT SERV	14-02003	00141736	13000178	1802 EDWARDS LEAD ABATEMENT	04/14/14	36936	3,224.00-
SPECIALTY ABATEMENT SERV							
Sum							6,090.00-
Sum							63,638.50-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
INDUSTRIAL PARK DEVELOPMENT							
00087 CONTINENTAL RAILS & EXCA	4162	00141474	13000034	INSTALL CROSS TIES/MADE REPRS	04/18/14	237295	6,650.00-
CONTINENTAL RAILS & EXCA Sum							6,650.00-
00087 NICHOLSON & COMPANY PLLC	169157	00141471	13000032	AUDIT FYE 9/30/13 IND PK COMM	04/18/14	237489	7,980.00-
NICHOLSON & COMPANY PLLC Sum							7,980.00-
00087 SHOWS DEARMAN & WAITS IN	17906	00141472	13000033	SRVS IND PARK-PROJ NUTCRACKER	04/18/14	237544	832.50-
SHOWS DEARMAN & WAITS IN Sum							832.50-
Sum							15,462.50-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SPECIAL SALES TAX-T&A							
00107 H'BURG CONVENTION COMMIS	FOOD/BEVERAG	02014437	13000014	FOOD/BEVERAGE TAX 3/14	04/16/14	18705	378,510.69-
H'BURG CONVENTION COMMIS Sum							378,510.69-
00107 H'BURG TOURISM COMMISSIO	MOTEL SALES	02014436	13000013	MOTEL SALES TAX 3/14	04/16/14	18704	47,493.56-
H'BURG TOURISM COMMISSIO Sum							47,493.56-
Sum							426,004.25-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Grand Total Level Sum							9,969,096.05-