City of Hattiesburg, MS

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

Meeting Agenda - Final

Tuesday, August 20, 2013

4:30 PM

Council Chambers

City Council

I. Call to Order

II. Call to Prayer and Pledge of Allegiance

III. Agenda Order

V. PRESENTATION AGENDA

VI. POLICY AGENDA

VI.-1 2013-59 Adopt Resolution for final approval of the Motor Vehicle Assessment Schedule for Fiscal Year 2013-2014 and authorize publication of same.

Attachments: Motor Veh Resolution to adopt 2013-14

executed Motor Veh Resolution to adopt 2013-14 RES2013-74

VI.-2 2013-0518 Adopt Resolution declaring the intent of the Mayor and City Council of the City of Hattiesburg to issue combined water and sewer system revenue bonds, or to borrow funds by entering into a loan with the Mississippi Development Bank, in an amount not to exceed $28 Million Dollars, to raise money for the purpose of providing funds for improving, repairing, and extending the combined water and sewer system of the City of Hattiesburg, and authorize publication of same.

Attachments: Water Sewer Bonds Intent Resolution

executed Water Sewer Bonds Intent Resolution RES2013-75

VI.-3 2013-0517 Adopt a Resolution authorizing Requisition No. 26 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: Bond Requisition No.26

executed Bond Requisition No.26 RES2013-76

VI.-4 2013-0521 Adopt a Resolution suspending the application of the requirements of The Land Development Code for properties to be repaired, rehabilited and/or reconstructed by the funds made available to the applicants in the City of Hattiesburg from the Mississippi Development Authority (MDA) Neighborhood Home Program (NHP).

Attachments: Resolution, Exhibit A and MDA Housing Action Plan.pdf

executed Resolution, Exhibit A and MDA Housing Action Plan RES2013-77

VI.-5 2013-0519 Adopt an Ordinance amending Chapter 10 of the Code of Ordinances, which established the Flood Damage Prevention Ordinance for the City of Hattiesburg, and Repealing Ordinance Number 3049, adopted January 19, 2010, Ordinance Number 3028, adopted January 20, 2009, Ordinance number 2345, adopted May 8, 1990, and any other Ordinances in conflict herewith.

Attachments: Ordinance - Chapter 10.pdf

executed Ordinance - Chapter 10 ORD#3111

VI.-6 2013-0523 Adopt an Ordinance amending Ordinance Number 2854, closing and vacating a portion of Doleac Drive, to repeal Section 4 of said Ordinance.

Attachments: Ord amending Ord Number 2854

Ordinance Number 2854 Chavet Square Ordinance (2)

executed Ord amending Ord Number 2854 ORD#3112

VI.-7 2013-0501 APPROVE or DENY the petition filed by Gulf Coast Housing Partnership, applicant, to allow a Planned Unit Development (PUD) on certain vacant property located at Edwards Street and Old Airport Road (Parcel #'s 041H-27-012.00 and 041G-27-071.00, PPIN #'s 27682 and 29647, Ward 5); Hattiesburg Planning Commission recommended to APPROVE on August 7, 2013 with stipulations in the minutes.

Attachments: August mins, PUD - Edwards Street and Old Airport Road.pdf

VI.-8 2013-0502 APPROVE or DENY, the petition filed by Mike Sarona, applicant, to consider application for a height variance to construct a 4 story building, for certain property located at 109 Lundy Lane (Parcel # 2-028O-08-206.00, PPIN # 16577, Ward 3); Hattiesburg Planning Commission recommended to APPROVE on August 7, 2013

Attachments: August mins, 109 Lundy Lane packet.pdf

VI.-9 2013-0503 APPROVE or DENY the petition filed by Charles Bourland, Landry & Lewis on behalf of William Carey University, Owner to request a Use Permit Upon Review as detailed in the Comprehensive Zoning Ordinance No. 2330 Aritcle 4, Section 55.03 (8) for a "University or College" for certain unaddressed properties (Parcel #'s 2-038J-22-008.00 and 2-038J-22-002.00, PPIN #'s 27450 and 31781, Ward 5); Hattiesburg Planning Commission recommended to APPROVE on August 7, 2013.

Attachments: August mins, WCU - Use Permit packet.pdf

VI.-10 2013-0511 APPROVE or DENY to adopt an ordinance changing the zoning designation of certain unaddressed properties (Parcel #'s 2-038J-22-008.00 and 2-038J-22-002.00, PPIN #'s 27450 and 31781, Ward 5) from A-1 (General Agriculture) District and A-2 (Agriculture Residential) District to R-2 (Two Family Residential) District. This petiton was filed by Charles Bourland, Landry & Lewis on behalf of William Carey University; Hattiesburg Planning Commission recommended to APPROVE on August 7, 2013.

Attachments: August mins, WCU - Rezoning packet.pdf
WCU ordinance.pdf
executed WCU ordinance ORD#3113

VI.-11 2013-0504 APPROVE or DENY the petition filed by Tom Marzoni, applicant, to subdivide a property located at 1017 Richburg Road (Parcel # 2-040D-30-082.00, PPIN # 7000, Ward 3); Hattiesburg Planning Commission recommended to APPROVE on August 7, 2013.

Attachments: August mins, 1017 Richburg Road packet.pdf

VI.-12 2013-0510 Approve Supplemental Agreement No. 7 with ARE Consultants, Inc. for the preparation of a Long Term Capital Improvement Plan for the Bobby L. Chain Municipal Airport; Authorize Mayor to execute same.

Attachments: Supplemental Agreement No. 7-letter
Supplemental Agreement No. 7
executed Supplemental Agreement No. 7

VI.-13 2013-0513 Approve purchase of a Permanent Right of Way from D. J. Shuttle and Tours, Inc. for a portion of Forrest County Tax Parcel No. 2-029J-10-160.00 as required for the Dowtown Traffic Improvements Project; Authorize issuance of manual check to attorney's trust account for closing.

Attachments: DJ Shuttle Executed Deeds_Warranty Deed

VI.-14 2013-0481 Approve purchase of a Temporary Construction Easement crossing a portion of Forrest County Tax Parcel No. 2-028J-05-006.00, further described in the attached Exhibit B, from the University of Southern Mississippi for the Longleaf Trace - Gateway to Main project, Project No. HPP-0210-00(015); Authorize payment in the amount of $271.00

Attachments: USM Temp Easement

VI.-15 2013-0492 Authorize Mayor to execute duplicate original amended contract between the City of Hattiesburg Parks and Recreation Department and the Noon Day Optimist Club to develop and promote Dixie Boys Baseball for Hattiesburg residents.

Attachments: Dixie Boys 2013 Contract-Revised
Contract Attachements
executed Dixie Boys 2013 Contract-Revised

VI.-16 2013-0480 Authorize Mayor to execute in triplicate Budget Modification No. 7 for the MDA Grant R-110-205-02-GZ, James Street Water Plant. This modification is to reflect the Local/Private fund match of $226,776.68 and extend the contract date to December 30, 2013.

Attachments: Hattiesburg 02-GZ #7
executed Hattiesburg 02-GZ #7

VI.-17 2013-0482 Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 9 for the USA Yeast Wastewater Treatment Grant No. R-103-205-03-KED in the amount of $5,583.33.

Attachments: Request for Cash No 9
executed Request for Cash No 9

VI.-18 2013-0483 Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 32 for the James Street Water Plant Grant No. R-110-205-02-GZ in the amount of $37,531.73.

Attachments: Request for Cash No 32
executed Request for Cash No 32

VI.-19 2013-0524 Approve Mississippi Power Company lighting proposal to provide light poles, fixtures, installation and maintenance for Hardy Street area located approximately from 21st Avenue to 25th Avenue; Authorize Mayor to execute contract.

Attachments: Hattiesburng Hardy Street_Lighting_Proposal_08-5-13

VI.-20 2013-0487 Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Delois Gaines of 609 Stadium Drive in an amount not to exceed $10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Attachments: COHCD Contractor & D. Gaines Agreement 08.07.13
Grant Agreement - D. Gaines ($10K-) 08.07.13
executed COHCD Contractor & D. Gaines Agreement 08.07.13
executed COHCD Contractor & D. Gaines Agreement 08.07.13

VI.-21 2013-0494 Approve Public Service Grant Award to AIDS Services Coalition in an amount not to exceed $5,700.00 and authorize the Mayor to execute a Subrecipient Grant Agreement in connection with the same. {Entitlements}

Attachments: Public Service - AIDS Services Coalition

executed Public Service - AIDS Services Coalition

VI.-22 2013-0495 Approve Public Service Grant Award to Domestic Abuse Family Shelter in an amount not to exceed $15,000.00 and authorize the Mayor to execute aSubrecipient Grant Agreement in connection with the same. {Entitlements}

Attachments: Public Service - Domestic Abuse Family Shelter

executed Public Service - Domestic Abuse Family Shelter

VI.-23 2013-0496 Approve Public Service Grant Award to The First Tee of the Pinebelt in an amount not to exceed $13,050.00 and authorize the Mayor to execute a Subrecipient Grant Agreement in connection with the same. {Entitlements}

Attachments: Public Service - First Tee of the Pinebelt

executed Public Service - First Tee of the Pinebelt

VI.-24 2013-0497 Approve Public Service Grant Award to Pinebelt Community Services in an amount not to exceed $15,000.00 and authorize the Mayor to execute a Subrecipient Grant Agreement in connection with the same. {Entitlements}

Attachments: Public Service - Pinebelt Community Services - Meals

executed Public Service - Pinebelt Community Services - Meals

VI.-25 2013-0498 Approve Public Service Grant Award to the Salvation Army in an amount not to exceed $4,250.00 and authorize the Mayor to execute a Subrecipient Grant Agreement in connection with the same. {Entitlements}

Attachments: Public Service - Salvation Army

executed Public Service - Salvation Army

VI.-26 2013-0499 Approve Public Service Grant Award to the Southeast Mississippi Rural Health Initiative in an amount not to exceed $7,000.00 and authorize the Mayor to execute a Subrecipient Grant Agreement in connection with the same. {Entitlements

Attachments: Public Service - Southeast Mississippi Rural Health Initiative

executed Public Service - Southeast Mississippi Rural Health Initiative

VI.-27 2013-0508 Ratify and confirm the re-appointment of Bert R. Kuyrkendall W-3 (7/1/2013-6/30/2017), to the Rails to Trail Commission, for a four(4) year term.

Attachments: Rails to Trails Data Sheet

VI.-28 2013-68 Adopt Resolution determining the neccessity for and invoking the authority granted to municipalities and counties by the Legislature with respect to Tax Increment Financing as set forth in Chapter 45 of Title 21, Mississippi Code of 1972, as amended, determining that the "Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi, 2013" is a project eligible for Tax Increment Financing under the laws of the State, that a public hearing be conducted in connection with the Tax Increment Financing Plan for said project, and for related purposes.

Attachments: Resolution Setting Public Hearing (draft 3) Hattiesburg Clinic Midtown District P
f-Hattiesburg NOTICE - Public Hearing City (draft 2)052013
HC Midtown TIF Project Summary 2013
HC Midtown TIF Plan 2013
Hattiesburg Clinic Midtown TIF-aerial_clinic_map
HC Midtown Image-Admin-3
HC image-Admin-4
executed Resolution Setting Public Hearing (draft 3) Hattiesburg Clinic Midtown

VII. ROUTINE AGENDA

VII.-1 2013-0493 Set a Public Hearing for 4:00 P.M. Tuesday, September 3, 2013, on the appeal, filed by attorney Marcus McLelland, of the City of Hattiesburg Contractors Board action revoking the contractor's license for Jimmy Burke D/B/A Golden Eagle Services.

Attachments: contractor board attachment #1
contractor board ordinance
contractor board attachment #2
contractor board attachment #3
contractor board attachment #4

VII.-2 2013-0529 Authorize advertisement of Notice of Public Hearing on the proposed budget and proposed tax levies for Fiscal Year 2014 for the City of Hattiesburg

Attachments: Notice of Public Hearing on Budget, Tax Levy

VII.-3 2013-0525 Acknowledge receipt of Letters of Understanding from Nicholson & Company, P.A., to serve as Auditors for the City of Hattiesburg and the City of Hattiesburg's Water & Sewer System for the Fiscal Year ending September 30, 2013; authorize Council President and City Clerk to execute duplicate originals of Letters of Understanding for same.

Attachments: Auditors Agreement, 2013

VII.-4 2013-0527 Acknowledge receipt of monthly budget report for the month ending July 31, 2013, on permanent file in city Clerk's Office.

Attachments: All Expenditures JULY 2013

All Revenues JULY 2013

VII.-5 2013-0491 Acknowledege receipt of a Drainage Release, executed by First South Farm Credit, releasing the City from any damages which may occur due to the construction located at 4 Thompson Park.

Attachments: Drainage Release. First South Farm Credit

VII.-6 2013-0512 Acknowledge receipt of a Temporary Construction Easement and a Permanent Utility Easement from Dennis L. Pierce crossing a portion of Tax Parcels No. 051L-11-039.000 & 051L-22-040.000 in Lamar County for construction and maintenance of utility projects, and specifically for the COMSWIP Sewer Phase II Project.

Attachments: Dennis Pierce Permanent Easement

Dennis Pierce Temporary Easement

VII.-7 2013-0515 Approve plans and specifications for the Safe Routes to School Woodley Elementary School Sidewalk Project (SRSP 0210-00(024) LPA 106139-401000) and authorize advertisement for bids for same.

Attachments: AdvBid

Woodley SRTS Final Plans[1]

Woodley SRTS Final Contract Documents

Authority to Advertise Letter

executed AdvBid

VII.-8 2013-0486 Acknowledge receipt of Privilege License Report for the month of July, 2013

Attachments: MEMO- Priv Lic reprt July 2013

New Lic fpr July 2013

Renewals for July 2013

VII.-9 2013-0485 Acknowledge proofs of publication for the month of July, 2013.

Attachments: Publications for July

VII.-10 2013-0489 Approve sale of grave spaces per attached memo.

Attachments: Grave MEMO List 8-6-13
Grave Receipts 8-6-13
Cemetery Deeds 8-6-13
executed Cemetery Deeds 8-6-13

VII.-11 2013-0505 Approve and authorize issuance of manual checks for CDBG Program Claims per attached memorandum.{Entitlement}

Attachments: MEMORANDUM-Manual Checks-CDBG

VII.-12 2013-0506 Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum.{Entitlement}

Attachments: MEMORANDUM-Manual Checks-HOME

VII.-13 2013-0528 Approve claims docket for the period ending August 16, 2013.

Attachments: claims docket 8-20-13

City of Hattiesburg, MS

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

Master

File Number: 2013-59

File ID: 2013-59 **Type:** Resolution **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 08/13/2013

Brief Title: Adopt Resolution for Motor Vehicle Assessment Schedule **Final Action:** 08/20/2013

Minute Book Number: MB2013-230

Title:

Adopt Resolution for final approval of the Motor Vehicle Assessment Schedule for Fiscal Year 2013-2014 and authorize publication of same.

Notes:

Sponsors: **Enactment Date:**

Attachments: Motor Veh Resolution to adopt 2013-14, executed
Motor Veh Resolution to adopt 2013-14 RES2013-74

Enactment Number:

Contact: **Meeting Date:** 08/20/2013

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt Resolution for final approval of the Motor Vehicle Assessment Schedule for Fiscal Year 2013-2014 and authorize publication of 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

ΓEL-No Vote: 0

Text of Legislative File 2013-59

Title

Adopt Resolution for final approval of the Motor Vehicle Assessment Schedule for Fiscal Year 2013-2014 and authorize publication of same.

Summary

Resolution for final approval of the Motor Vehicle Assessment Schedule for Fiscal 2013-2014.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Publish one (1) time

RESOLUTION

FINAL APPROVAL OF MOTOR VEHICLE ASSESSMENT
SCHEDULE FOR FISCAL YEAR 2013-2014

WHEREAS, on July 23, 2013, the Mayor and Council of the City of Hattiesburg, Mississippi, in accordance with the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, and Chapter 473 of the Laws of 1960, otherwise designated as Sections 27-51-1 through 27-51-49, inclusive, of the Mississippi Code of 1972, Annotated as Amended, considered the Motor Vehicle Assessment Schedule adopted by the Mississippi Department of Revenue for the fiscal year 2013-2014 by Order appearing in Minute Book 2013 at page 207 as the motor vehicle assessment schedule for the City of Hattiesburg, Mississippi, subject to any objections filed by any interested taxpayer; and

WHEREAS, the Mayor and Council of said City find, determine and adjudge that they have heretofore given and caused to be published in the Hattiesburg American, a newspaper published in the City of Hattiesburg and having a general circulation therein, a Certified Copy of the Order adopting said Schedule; and

WHEREAS, the Mayor and Council of the City do further find, determine and adjudge that the Proof of Publication of the aforesaid Notice to Taxpayers has been received and filed with the City Clerk and is now on file in the clerk's office; and

WHEREAS, the time having arrived for hearing all written protest to said motor vehicle assessment schedule, and the Mayor and Council do now find, determine and adjudge that no protests or objections have been filed as appearing Minute Book 2013 at page .

NOW**, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Hattiesburg, Mississippi that the said Motor Vehicle Assessment Schedule of the City of Hattiesburg for the fiscal year 2013-14, as provided by Section 27-51-1 through 27-51-49, inclusive, Mississippi Code of 1972, Annotated as Amended.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____, 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 18th day of August, 2013.

(SEAL)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 18th day of August, 2013.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

RESOLUTION

FINAL APPROVAL OF MOTOR VEHICLE ASSESSMENT
SCHEDULE FOR FISCAL YEAR 2013-2014

WHEREAS, on July 23, 2013, the Mayor and Council of the City of Hattiesburg, Mississippi, in accordance with the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, and Chapter 473 of the Laws of 1960, otherwise designated as Sections 27-51-1 through 27-51-49, inclusive, of the Mississippi Code of 1972, Annotated as Amended, considered the Motor Vehicle Assessment Schedule adopted by the Mississippi Department of Revenue for the fiscal year 2013-2014 by Order appearing in Minute Book 2013 at page 207 as the motor vehicle assessment schedule for the City of Hattiesburg, Mississippi, subject to any objections filed by any interested taxpayer; and

WHEREAS, the Mayor and Council of said City find, determine and adjudge that they have heretofore given and caused to be published in the Hattiesburg American, a newspaper published in the City of Hattiesburg and having a general circulation therein, a Certified Copy of the Order adopting said Schedule; and

WHEREAS, the Mayor and Council of the City do further find, determine and adjudge that the Proof of Publication of the aforesaid Notice to Taxpayers has been received and filed with the City Clerk and is now on file in the clerk's office; and

WHEREAS, the time having arrived for hearing all written protest to said motor vehicle assessment schedule, and the Mayor and Council do now find, determine and adjudge that no protests or objections have been filed as appearing Minute Book 2013 at page .

NOW, **THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Hattiesburg, Mississippi that the said Motor Vehicle Assessment Schedule of the City of Hattiesburg for the fiscal year 2013-14, as provided by Section 27-51-1 through 27-51-49, inclusive, Mississippi Code of 1972, Annotated as Amended.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member Carroll, 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 20th day of August, 2013.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 20th day of August, 2013.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2013-0518

File ID: 2013-0518 **Type:** Resolution **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 08/14/2013

Brief Title: Adopt Resolution declaring intent to issue water and sewer revenue bonds or borrow funds from Mississippi Development Bank in the amount of $28M and authorize publication of same

Final Action: 08/20/2013

Minute Book Number: MB2013-230-231

Title: Adopt Resolution declaring the intent of the Mayor and City Council of the City of Hattiesburg to issue combined water and sewer system revenue bonds, or to borrow funds by entering into a loan with the Mississippi Development Bank, in an amount not to exceed $28 Million Dollars, to raise money for the purpose of providing funds for improving, repairing, and extending the combined water and sewer system of the City of Hattiesburg, and authorize publication of same.

Notes:

Sponsors:

Enactment Date:

Attachments: Water Sewer Bonds Intent Resolution, executed
Water Sewer Bonds Intent Resolution RES2013-75

Enactment Number:

Contact: Connie Everett

Meeting Date: 08/20/2013

Drafter: Connie Everett

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to adopt Resolution declaring the intent of the Mayor and City Council of the City of Hattiesburg to issue combined water and sewer system revenue bonds, or to borrow funds by entering into a loan with the Mississippi Development Bank, in an amount not to exceed $28 Million Dollars, to raise money for the purpose of providing funds for improving, repairing, and extending the combined water and sewer system of the City of Hattiesburg, and authorize publication of 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
ΓEL-No Vote:	0	

Text of Legislative File 2013-0518

Title
Adopt Resolution declaring the intent of the Mayor and City Council of the City of Hattiesburg to issue combined water and sewer system revenue bonds, or to borrow funds by entering into a loan with the Mississippi Development Bank, in an amount not to exceed $28 Million Dollars, to raise money for the purpose of providing funds for improving, repairing, and extending the combined water and sewer system of the City of Hattiesburg, and authorize publication of same.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information
Publish August 23, August 30, and September 6, 2013

RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, TO ISSUE COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2013, OF THE CITY OF HATTIESBURG, MISSISSIPPI, OR TO BORROW FUNDS BY ENTERING INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY EIGHT MILLION DOLLARS ($28,000,000) TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR IMPROVING, REPAIRING, AND EXTENDING THE COMBINED WATER AND SEWER SYSTEM OF THE CITY OF HATTIESBURG, MISSISSIPPI; FOR OTHER AUTHORIZED PURPOSES UNDER MISSISSIPPI CODE SECTIONS 31-25-1 ET SEQ., AS AMENDED, AND/OR SECTIONS 21-27-23 AND 21-27-41 THROUGH 21-27-69, AS AMENDED, AS APPLICABLE; AND DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION.

WHEREAS, the City of Hattiesburg, Mississippi (the "City"), is authorized under the provisions of Mississippi Code 1972 Annotated, Sections 21-27-23 and 21-27-41 through 21-27-69, as amended (the "Act") and/or, as applicable, Sections 31-25-1 et seq., Mississippi Code of 1972, as amended (the "Bank Act"), to issue bonds hereinafter proposed to be issued under the Act or to enter into a loan for the purposes and amounts set forth herein under the Act and the Bank Act, as applicable; and

WHEREAS, the Mayor and City Council of the City (the "Governing Body") find and determine that it is necessary and proper to repair, improve and extend the combined water and sewer system of the City (the "System") which repairs, improvements, and extensions are to be done substantially in accordance with plans and specifications prepared by engineers employed by the City and approved by the Governing Body; and

WHEREAS, the Governing Body has caused an estimate to be made of the cost of such repairs, improvements, and extensions by competent engineers from which estimates the Governing Body finds that the contemplated costs thereof will not exceed Twenty Eight Million Dollars ($28,000,000); and

WHEREAS, it is necessary for the health and well-being of the citizens of the City to issue Combined Water and Sewer System Revenue Bonds, Series 2013 (the "Bonds") of the City or to borrow funds by entering into a loan (the "Loan") with the Mississippi Development Bank, all in the principal amount of not to exceed Twenty Eight Million Dollars ($28,000,000) to raise money for the purpose of providing funds for improving, repairing and extending the combined water and sewer system of the City of Hattiesburg, Mississippi, and for other authorized purposes under Mississippi Code Sections 31-25-1 et seq., as amended and/or Sections 21-27-23 and 21-27-41 through 21-27-69, as amended, as applicable (the "Project"); and

WHEREAS, it is necessary, proper and economically feasible that the City issue its Bonds pursuant to the Act or to enter in a Loan with the Mississippi Development Bank,

pursuant the Act and the Bank Act, for the purposes herein stated and under the procedures hereinafter set forth and as provided by law; and

WHEREAS, the City reasonably expects that it will incur expenditures prior to the issuance of the Bonds or entering into the Loan with the Mississippi Development Bank, which it intends to reimburse with the proceeds of the Bonds upon the issuance thereof or the date of entering into the Loan. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds or entering into the Loan in anticipation of the issuance of the Bonds or entering into the Loan is made pursuant to Department of Treasury regulations Section 1.150-2 (the Reimbursement Regulations). The Project for which such expenditures are made is the same as described hereinabove. The maximum principal amount of debt expected to be issued for the Project is the amount hereinabove set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The Governing Body hereby declares its intention to issue the Bonds pursuant to the Act or enter into the Loan with the Mississippi Development Bank pursuant to the Act and the Bank Act, in the principal amount of not to exceed Twenty Eight Million Dollars ($28,000,000) to raise money for the purpose of providing funds for the Project.

SECTION 2. The principal and interest on the said Bonds or the Loan with the Mississippi Development Bank shall be payable over a period not to exceed thirty (30) years solely from net revenue derived and to be derived from operation of the System. Said Bonds or Loan with the Mississippi Development Bank shall not constitute an indebtedness of the City within the meaning of any statutory or charter restriction, limitation, or provision, and the taxing power of the City will not be pledged to the payment of said Bonds or the Loan with the Mississippi Development Bank, but the same, together with the interest thereon, shall be payable solely from net revenues of the System.

SECTION 3. Unless a protest in writing signed by not less than twenty percent (20%) of the qualified electors of the City of Hattiesburg, Mississippi, objecting to and protesting against the issuance of said Bonds or entering into the Loan with the Mississippi Development Bank, is filed with the City Clerk on or before 5:00 o'clock p.m. on September 13, 2013, the Governing Body will authorize the issuance of the Bonds or the Loan with the Mississippi Development Bank at a meeting of the Governing Body set for 6:00 o'clock p.m. on September 17, 2013, which date shall be more than ten (10) days after the date of the last publication of this resolution. If such sufficient protest and objection is filed on or before the date and hour hereinabove set forth, the question of the issuance of said Bonds or entering into the Loan with the Mississippi Development Bank shall be submitted to an election to be held as provided in Mississippi Code 1972 Annotated, Section 21-27-43, as amended.

SECTION 4. This resolution shall be published once a week for at least three consecutive weeks in the *Hattiesburg American*, a newspaper published in the City of Hattiesburg, Mississippi, and having general circulation therein and qualified under the provisions of the laws of the State of Mississippi, and the last publication of this resolution shall be not more than ten (10) days prior to the date hereinabove set forth as the deadline for the

filing of objection or protest and shall be more than ten (10) days prior to the date hereinabove set forth for the meeting of the Governing Body to authorize the issuance of the Bonds or entering into a Loan with the Mississippi Development Bank.

SECTION 5. The City Clerk is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of publication of this resolution and have the same before the Governing Body on the day and hour hereinabove specified.

SECTION 6. The City reasonably expects that it will incur expenditures prior to the issuance of the Bonds or entering into the Loan with the Mississippi Development Bank, which it intends to reimburse with the proceeds of the Bonds upon the issuance thereof or the date of entering into the Loan. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds or the authorization of the Loan in anticipation of the issuance of the Bonds or entering into the Loan is made pursuant to the Department of Treasury regulations Section 1.150-2 (the Reimbursement Regulations). The Project for which such expenditures are made is the same as described hereinabove. The maximum principal amount of debt expected to be issued or borrowed for the Project is the amount hereinabove set forth.

SECTION 7. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

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

YEAS: **NAYS:** **ABSENT:**

The President thereby declared the motion carried and the resolution adopted this the 20th day of August, 2013.

(SEAL)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 20th day of August, 2013.

CITY CLERK **MAYOR**

PUBLISH: August 23 and 30 and September 6, 2013

RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, TO ISSUE COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2013, OF THE CITY OF HATTIESBURG, MISSISSIPPI, OR TO BORROW FUNDS BY ENTERING INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY EIGHT MILLION DOLLARS ($28,000,000) TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR IMPROVING, REPAIRING, AND EXTENDING THE COMBINED WATER AND SEWER SYSTEM OF THE CITY OF HATTIESBURG, MISSISSIPPI; FOR OTHER AUTHORIZED PURPOSES UNDER MISSISSIPPI CODE SECTIONS 31-25-1 ET SEQ., AS AMENDED, AND/OR SECTIONS 21-27-23 AND 21-27-41 THROUGH 21-27-69, AS AMENDED, AS APPLICABLE; AND DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION.

WHEREAS, the City of Hattiesburg, Mississippi (the "City"), is authorized under the provisions of Mississippi Code 1972 Annotated, Sections 21-27-23 and 21-27-41 through 21-27-69, as amended (the "Act") and/or, as applicable, Sections 31-25-1 et seq., Mississippi Code of 1972, as amended (the "Bank Act"), to issue bonds hereinafter proposed to be issued under the Act or to enter into a loan for the purposes and amounts set forth herein under the Act and the Bank Act, as applicable; and

WHEREAS, the Mayor and City Council of the City (the "Governing Body") find and determine that it is necessary and proper to repair, improve and extend the combined water and sewer system of the City (the "System") which repairs, improvements, and extensions are to be done substantially in accordance with plans and specifications prepared by engineers employed by the City and approved by the Governing Body; and

WHEREAS, the Governing Body has caused an estimate to be made of the cost of such repairs, improvements, and extensions by competent engineers from which estimates the Governing Body finds that the contemplated costs thereof will not exceed Twenty Eight Million Dollars ($28,000,000); and

WHEREAS, it is necessary for the health and well-being of the citizens of the City to issue Combined Water and Sewer System Revenue Bonds, Series 2013 (the "Bonds") of the City or to borrow funds by entering into a loan (the "Loan") with the Mississippi Development Bank, all in the principal amount of not to exceed Twenty Eight Million Dollars ($28,000,000) to raise money for the purpose of providing funds for improving, repairing and extending the combined water and sewer system of the City of Hattiesburg, Mississippi, and for other authorized purposes under Mississippi Code Sections 31-25-1 et seq., as amended and/or Sections 21-27-23 and 21-27-41 through 21-27-69, as amended, as applicable (the "Project"); and

WHEREAS, it is necessary, proper and economically feasible that the City issue its Bonds pursuant to the Act or to enter in a Loan with the Mississippi Development Bank,

pursuant the Act and the Bank Act, for the purposes herein stated and under the procedures hereinafter set forth and as provided by law; and

WHEREAS, the City reasonably expects that it will incur expenditures prior to the issuance of the Bonds or entering into the Loan with the Mississippi Development Bank, which it intends to reimburse with the proceeds of the Bonds upon the issuance thereof or the date of entering into the Loan. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds or entering into the Loan in anticipation of the issuance of the Bonds or entering into the Loan is made pursuant to Department of Treasury regulations Section 1.150-2 (the Reimbursement Regulations). The Project for which such expenditures are made is the same as described hereinabove. The maximum principal amount of debt expected to be issued for the Project is the amount hereinabove set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The Governing Body hereby declares its intention to issue the Bonds pursuant to the Act or enter into the Loan with the Mississippi Development Bank pursuant to the Act and the Bank Act, in the principal amount of not to exceed Twenty Eight Million Dollars ($28,000,000) to raise money for the purpose of providing funds for the Project.

SECTION 2. The principal and interest on the said Bonds or the Loan with the Mississippi Development Bank shall be payable over a period not to exceed thirty (30) years solely from net revenue derived and to be derived from operation of the System. Said Bonds or Loan with the Mississippi Development Bank shall not constitute an indebtedness of the City within the meaning of any statutory or charter restriction, limitation, or provision, and the taxing power of the City will not be pledged to the payment of said Bonds or the Loan with the Mississippi Development Bank, but the same, together with the interest thereon, shall be payable solely from net revenues of the System.

SECTION 3. Unless a protest in writing signed by not less than twenty percent (20%) of the qualified electors of the City of Hattiesburg, Mississippi, objecting to and protesting against the issuance of said Bonds or entering into the Loan with the Mississippi Development Bank, is filed with the City Clerk on or before 5:00 o'clock p.m. on September 13, 2013, the Governing Body will authorize the issuance of the Bonds or the Loan with the Mississippi Development Bank at a meeting of the Governing Body set for 6:00 o'clock p.m. on September 17, 2013, which date shall be more than ten (10) days after the date of the last publication of this resolution. If such sufficient protest and objection is filed on or before the date and hour hereinabove set forth, the question of the issuance of said Bonds or entering into the Loan with the Mississippi Development Bank shall be submitted to an election to be held as provided in Mississippi Code 1972 Annotated, Section 21-27-43, as amended.

SECTION 4. This resolution shall be published once a week for at least three consecutive weeks in the *Hattiesburg American*, a newspaper published in the City of Hattiesburg, Mississippi, and having general circulation therein and qualified under the provisions of the laws of the State of Mississippi, and the last publication of this resolution shall be not more than ten (10) days prior to the date hereinabove set forth as the deadline for the

filing of objection or protest and shall be more than ten (10) days prior to the date hereinabove set forth for the meeting of the Governing Body to authorize the issuance of the Bonds or entering into a Loan with the Mississippi Development Bank.

SECTION 5. The City Clerk is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of publication of this resolution and have the same before the Governing Body on the day and hour hereinabove specified.

SECTION 6. The City reasonably expects that it will incur expenditures prior to the issuance of the Bonds or entering into the Loan with the Mississippi Development Bank, which it intends to reimburse with the proceeds of the Bonds upon the issuance thereof or the date of entering into the Loan. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds or the authorization of the Loan in anticipation of the issuance of the Bonds or entering into the Loan is made pursuant to the Department of Treasury regulations Section 1.150-2 (the Reimbursement Regulations). The Project for which such expenditures are made is the same as described hereinabove. The maximum principal amount of debt expected to be issued or borrowed for the Project is the amount hereinabove set forth.

SECTION 7. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

The above and foregoing resolution, after having been first reduced to writing, was introduced by Councilman Carroll, seconded by Councilman Naylor and was adopted by the following roll call 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 20th day of August, 2013.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 20th day of August, 2013.

CITY CLERK

MAYOR

PUBLISH: August 23 and 30 and September 6, 2013

City of Hattiesburg, MS

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

Master

File Number: 2013-0517

File ID: 2013-0517 **Type:** Resolution **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 08/14/2013

Brief Title: Project Resolution Requisition No. 26 - 2012 Bonds **Final Action:** 08/20/2013

Minute Book Number: MB2013-231

Title:

Adopt a Resolution authorizing Requisition No. 26 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Notes:

Sponsors: **Enactment Date:**

Attachments: Bond Requisition No.26, executed Bond Requisition No.26 RES2013-76 **Enactment Number:**

Contact: **Meeting Date:** 08/20/2013

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt a Resolution authorizing Requisition No. 26 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

Yeas: 5 - Bradley, Delgado, Carroll, 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 2013-0517

Title

Adopt a Resolution authorizing Requisition No. 26 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

Adopt a Resolution authorizing Requisition No. 26 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. 26 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated March 29, 2012. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 26 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF MARCH 29, 2012, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on March 29, 2012 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed $12,500,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City (the "Loan Agreement").

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 26 from the Project Fund Construction Account under the Loan in the total aggregate amount of $505,395.77 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. 26 from the Project Fund Construction Account under the Loan in the total aggregate amount of Five hundred five thousand three hundred ninety-five & 77/100 dollars ($505,395.77) 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. 26 in the total aggregate amount of Five hundred five thousand three hundred ninety-five & 77/100 dollars ($505,395.77) 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 20th day of August, 2013.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 20th day of August, 2013.

_____ _____

CITY CLERK MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: **26**

DATE OF REQUISITION: **8/20/2013**

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1.	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	094695.7245.50	$ 132,811.89	Pay App No. 2	Construction of Water Improvements Phase I for period 6/27/13-7/26/13 MB 2013-1/41
2.	Hensley R. Lee Contracting Inc. 311 Acorn St Picayune, MS 39466	094695.7220.50	$ 62,452.16	Pay App No. 6	Construction on COMSWIP Sewer Phase II for period 6/27/13 - 7/26/13 MB 2012-1/422
3.	Jay Bearden Construction, Inc. P O Box 180428 Richland, MS 39218	094695.7220.01	$ 214,685.81	Pay App No. 4	Construction on COMSWIP Sewer Phase III for period 6/27/13 - 7/26/13. MB 2012-1/387
4.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.01	$ 23,427.50	15783	Sewer Improvements Ph III Period: 6/23/13 - 7/27/13 2011-4/89-110
5.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.50	$ 20,457.50	15782	Sewer Improvements Ph II Period: 6/23/13 - 7/27/13 2011-4/89-110
6.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.49	$ 8,572.50	15781	Sewer Improvements Ph I Period: 6/23/13 - 7/27/13 2011-4/89-110
7.	Shows, Dearman, & Waits, Inc.	094695.7245.50	$ 13,010.00	15787	Water Improvements Ph I

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
	301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711				Period: 5/26/13 - 6/22/13 2011-4/89-110
8.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.04	$ 6,677.50	15786	Hwy 98 Elevated Water Tank Period: 5/26/13 - 6/22/13 2011-4/89-110
9.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.03	$ 575.00	15785	Hwy 98 Booster Station Period: 6/23/13 - 7/27/13 2011-4/89-110
10.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.28	$ 1,125.00	15784	Hwy 98 Fire Lines Period: 6/23/13 - 7/27/13 2011-4/89-110
11.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.02	$ 8,020.00	17570	James St Water Well # 3 Period: 11/25/12-7/27/13 2011-4/89-110
12.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.02	$ 6,268.41	17572	James St Water Well # 3 Period: 6/23/13-7/27/13 2011-4/89-110
13.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.51	$ 7,312.50	17571	Sewer Improvements Ph IV Period: 5/26/13 - 6/22/13 2011-4/89-110
			$ 505,395.77		

sdw
Engineering Progress

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

July 31, 2013
Project No: 1273-W006
Invoice No: 17570

Project Manager John Weeks

Project 1273-W006 Wesley WTP Well

Professional Services from November 25, 2012 to July 27, 2013

Professional Personnel

	Hours	Rate	Amount	
AUTO CAD TECHNICIAN				
Sullivan, Richard	35.50	85.00	3,017.50	
Temple, Patricia	1.50	85.00	127.50	
PROJECT ENGINEER				
Wallace, Kyle	1.00	150.00	150.00	
Weeks, John	31.50	150.00	4,725.00	
Totals	69.50		8,020.00	
Total Labor				**8,020.00**
		Total this Invoice		**$8,020.00**

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

094695. 7245.02
MB 2011-4/89-110

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

July 31, 2013
Project No: 1273-S004
Invoice No: 17571

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

Work - In - Progress

Professional Services from June 23, 2013 to July 27, 2013

Phase CM Construction Management

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

Professional Personnel

	Hours	Rate	Amount	
Phillips, Michael	37.50	85.00	3,187.50	
Wallace, Kyle	4.00	150.00	600.00	
Weeks, John	23.50	150.00	3,525.00	
Totals	65.00		7,312.50	
Total Labor				**7,312.50**
			Total this Phase	**$7,312.50**
			Total this Invoice	**$7,312.50**

Outstanding Invoices

Number	Date	Balance		
17551	6/27/2013	6,447.50		
Total		**6,447.50**		
			Total Now Due	**$13,760.00**

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

094695. 7220.51

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

MB 2011-4/89-110

sdw
Engineering Progress

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

July 31, 2013
Project No: 1237C.001
Invoice No: 17572

Project Manager John Weeks

Project 1237C.001 Construction Mgt - James St. WTP #3

Professional Services from June 23, 2013 to July 27, 2013

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Tingle, William	3.00	27.00	81.00	
ENGINEERING INTERN				
Joseph, Marcelin	25.00	18.03	450.75	
PROJECT ENGINEER				
Weeks, John	36.00	43.27	1,557.72	
Totals	64.00		2,089.47	
Total Labor		**3.0 times**	**2,089.47**	**6,268.41**
		Total this Invoice		**$6,268.41**

Outstanding Invoices

Number	Date	Balance
17550	6/27/2013	8,154.09
Total		**8,154.09**

Total Now Due **$14,422.50**

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

094695.7245.02
MB 2011-4/89-110

sdw
Engineering Progress

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

August 01, 2013
Project No: 1273-S001
Invoice No: 15781

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 June 23, 2013 to July 27, 2013

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				
Phillips, Michael	88.50	85.00	7,522.50	
PROJECT ENGINEER				
Wallace, Kyle	7.00	150.00	1,050.00	
Totals	95.50		8,572.50	
Total Labor				**8,572.50**
			Total this Phase	**$8,572.50**
			Total this Invoice	**$8,572.50**

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

094695. 7220. 49
MB 2011-4/89-110

sdw
Engineering Progress

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

August 01, 2013
Project No: 1273-S002
Invoice No: 15782

Project Manager Kyle Wallace

Project 1273-S002 Comprehensive Sewer Improvements - Ph II

Professional Services from June 23, 2013 to July 27, 2013

Phase CM Construction Management

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

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

Professional Personnel

	Hours	Rate	Amount	
AUTO CAD TECHNICIAN				
Sullivan, Richard	8.00	85.00	680.00	
CONSTRUCTION OBSERVER				
McLendon, Gerald	61.00	85.00	5,185.00	
Tingle, William	150.50	85.00	12,792.50	
PROJECT ENGINEER				
Wallace, Kyle	12.00	150.00	1,800.00	
Totals	231.50		20,457.50	
Total Labor				**20,457.50**
			Total this Phase	**$20,457.50**
			Total this Invoice	**$20,457.50**

Outstanding Invoices

Number	Date	Balance
17530	6/27/2013	15,642.50
Total		**15,642.50**
		Total Now Due **$36,100.00**

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

094695. 7220.50
MB 2011-4/89-110

sdw
Engineering Progress

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

August 01, 2013
Project No: 1273-S003
Invoice No: 15783

Project Manager Kyle Wallace

Project 1273-S003 Comprehensive Sewer Improvements Ph III

Professional Services from June 23, 2013 to July 27, 2013

Phase CM Construction Management

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

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	235.50	85.00	20,017.50	
Phillips, Michael	4.00	85.00	340.00	
Tingle, William	22.00	85.00	1,870.00	
PROJECT ENGINEER				
Wallace, Kyle	8.00	150.00	1,200.00	
Totals	269.50		23,427.50	
Total Labor				**23,427.50**
			Total this Phase	**$23,427.50**
			Total this Invoice	**$23,427.50**

Outstanding Invoices

Number	Date	Balance
17529	6/27/2013	21,887.50
Total		**21,887.50**

Total Now Due **$45,315.00**

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

094695. 7220.01
MB 2011-4/89-110

sdw
Engineering Progress

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

August 01, 2013
Project No: 1273-W001
Invoice No: 15784

Project Manager Kyle Wallace

Project 1273-W001 Hwy 98 West Fire Lines

Professional Services from June 23, 2013 to July 27, 2013

Phase CM Hwy 98 W Fire Lines - Construction Mgt

Professional Personnel

	Hours	Rate	Amount	
Engineering Intern				
Joseph, Marcelin	3.00	100.00	300.00	
Project Engineer				
Wallace, Kyle	5.50	150.00	825.00	
Totals	8.50		1,125.00	
Total Labor				**1,125.00**
			Total this Phase	**$1,125.00**
			Total this Invoice	**$1,125.00**

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

094695, 7245, 28
MB 2011-4/89-110

sdw
Engineering Progress

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

August 01, 2013
Project No: 1273-W002
Invoice No: 15785

Project Manager Kyle Wallace

Project 1273-W002 Hwy 98 West Booster Station

Professional Services from June 23, 2013 to July 27, 2013

Phase CM Hwy 98 W Booster Sta - Construction Mgmt

Professional Personnel

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

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

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

094695. 7245.03
MB 2011-4/89-110

sdw
Engineering Progress

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

August 01, 2013
Project No: 1273-W003
Invoice No: 15786

Project Manager Kyle Wallace

Project 1273-W003 Highway 98 West Elevated Tank

Professional Services from June 23, 2013 to July 27, 2013

Phase CM Hwy 98 West Elevated Tank - Construction

Professional Personnel

	Hours	Rate	Amount	
Construction Observer				
McLendon, Gerald	12.00	85.00	1,020.00	
Phillips, Michael	44.50	85.00	3,782.50	
Project Engineer				
Wallace, Kyle	12.50	150.00	1,875.00	
Totals	69.00		6,677.50	
Total Labor				**6,677.50**
		Total this Phase		**$6,677.50**
		Total this Invoice		**$6,677.50**

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

094695.7245.04
MB 2011-4/89-110

sdw
Engineering Progress

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

August 01, 2013
Project No: 1273-W004
Invoice No: 15787

Project Manager Kyle Wallace

Project 1273-W004 Comprehensive Water Improvement - Ph I

Professional Services from June 23, 2013 to July 27, 2013

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	
CONSTRUCTION OBSERVER				
McLendon, Gerald	136.00	85.00	11,560.00	
Tingle, William	10.00	85.00	850.00	
PROJECT ENGINEER				
Wallace, Kyle	4.00	150.00	600.00	
Totals	150.00		13,010.00	
Total Labor				**13,010.00**
			Total this Phase	**$13,010.00**
			Total this Invoice	**$13,010.00**

Outstanding Invoices

Number	Date	Balance
17532	6/27/2013	4,715.00
Total		**4,715.00**

Total Now Due **$17,725.00**

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

09 4695. 7245. 50
MB 2011-4/89-110

sdw

Engineering Progress

August 1, 2013

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

Attn: Bert Kuyrkendall, P.E.

Re: **Sewer Phase 4 - ComSWIP**

Dear Mr. Kuyrkendall,

Enclosed please find Pay Estimate No. 3 in the amount of $59,905.75 for the above referenced project.

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

Sincerely,

Rebecca Stevens

FOR John T. Weeks, P.E.
Project Engineer

/rs

enclosure

Cc: Wade Phillips, SDW
Suncoast Infrastructure

094695.7220.51
MB 2012-1/413

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

Name and Location of Project:
Comprehensive Sewer Improvements Phase IV
City of Hattiesburg, MS

Project # 13019

Name and Address of Contractor:
Suncoast infrastructure, Inc.
P.O. Box 397
Florence, MS 39073

Estimate No.3 for 5/26/13 to 6/25/13

Item No.	Description of Item	Units	Cost per Unit	Original Contract Quantity	Original Contract Amount	Quantity Adjustment By C.O.	Current Contract Quantity	Current Contract Amount	Previous Quantity	Quantity This Period	Amount This Period	Quantity to Date	Amount to Date	Cost of Uncompleted Work
1	6" CIPP	LF	$18.00	1,057	$19,026.00	0	1,057	$19,026.00	1,277	73	$1,314.00	1,350	$24,300.00	($5,274.00)
2	8" CIPP	LF	$22.00	5,330	$117,260.00	0	5,330	$117,260.00	5,127	268	$5,896.00	5,395	$118,690.00	($1,430.00)
3	Remove and Replace Service Lateral	LF	$23.00	700	$16,100.00	0	700	$16,100.00	428	1,144	$26,312.00	1,572	$36,156.00	($20,056.00)
4	CIPP Service Lateral	LF	$135.00	2,100	$283,500.00	0	2,100	$283,500.00	857.5	41.4	$5,589.00	898.9	$121,351.50	$162,148.50
5	Cleanout Assembly	EA	$100.00	112	$11,200.00	0	112	$11,200.00	93	31	$3,100.00	124	$12,400.00	($1,200.00)
6	Point Repair	EA	$3,000.00	1	$3,000.00	0	1	$3,000.00	5	0	$0.00	5	$15,000.00	($12,000.00)
7	Manhole Replacement	EA	$2,500.00	1	$2,500.00	0	1	$2,500.00	0	1	$2,500.00	1	$2,500.00	$0.00
8	Manhole Rehabilitation	VF	$240.00	95	$22,800.00	0	95	$22,800.00	261.2	0.0	$0.00	261.2	$62,688.00	($39,888.00)
9	Mobilization	LS	$25,439.00	1	$25,439.00	0	1	$25,439.00	1	0.0	$0.00	1.0	$25,439.00	$0.00
10	Road Repair	SY	$45.00	187	$8,415.00	0	187	$8,415.00	147.34	305.96	$13,768.20	453.30	$20,398.50	($11,983.50)
	Total Bid				$509,240.00			$509,240.00			$58,479.20		$438,923.00	$70,317.00
CHANGE ORDER SUMMARY														
CHANGE ORDER NO. 1														
C1.1	Concrete Repair	SY	$90.31	0	$0.00	250	250	$22,577.50	35.67	89.50	$8,082.75	125.17	$11,304.10	$11,273.40
	Change Order No. 1 Total				$0.00			$22,577.50			$8,082.75		$11,304.10	$11,273.40
	Total Change Orders				$0.00			$22,577.50			$8,082.75		$11,304.10	$11,273.40
	Grand Total, Base Bid plus Change Orders				$509,240.00			$531,817.50			$66,561.95		$450,227.10	$81,590.40

PERIODIC ESTIMATE FOR PARTIAL PAYMENT	Project No. 13019	Contract No.
Name of Project Comprehensive Sewer Improvements Phase IV	Periodic Estimate Number 3	
Location of Project City of Hattiesburg, MS	Estimate Period From : 5/26/13 To: 6/25/13	
Name & Address of Owner City of Hattiesburg c/o Shows, Dearman, & Waits, Inc. 301 Second Street Hattiesburg, MS 39403	Name and Address of Contractor Suncoast Infrastructure, Inc. P.O. Box 397 Florence, Ms 39073	

SCHEDULE OF CONTRACT CHANGE ORDERS

(List every change order issued to date of this request even if no work has been done under one or more such orders

Contract Change Order NO. (1)	Contract Change Order Date (2)	Description (3)	Additions To Contract Price As Shown on Change Order (4)	Deductions From Contract Price As ShownOn Change Order (5)
1	05/23/12	Additional Scope of Work	$22,577.50	
		Totals	$22,577.50	$0.00

ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE

(a)	ORIGINAL CONTRACT AMOUNT.....	$509,240.00
(b)	PLUS: ADDITIONS SCHEDULED IN COLUMN 4 ABOVE.....	$22,577.50
(c)	LESS: DEDUCTIONS SCHEDULED IN COLUMN 5 ABOVE.....	$0.00
(d)	ADJUSTED CONTRACT AMOUNT TO DATE.....	$531,817.50

ANALYSIS OF WORK PERFORMED TO DATE

(a)	COST OF ORIGINAL CONTRACT WORK PERFORMED TO DATE.....	$438,923.00
(b)	EXTRA WORK PERFORMED TO DATE BY CHANGE ORDER.....	$11,304.10
(c)	TOTAL COST OF WORK PERFORMED TO DATE.....	$450,227.10
(d)	ADD: MATERIALS STORED AT CLOSE OF PERIOD.....	$0.00
(e)	SUBTOTAL OF (c) and (d).....	$450,227.10
(f)	LESS: RETAINAGE (10%).....	($45,022.71)
(g)	SUBTOTAL OF (e) and (f).....	$405,204.39
(h)	LESS: AMOUNT OF PREVIOUS ESTIMATES.....	$345,298.64
(i)	AMOUNT DUE THIS ESTIMATE.....	$59,905.75

CERTIFICATE OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown in this Periodic Estimate for Partial Payment are correct; that all work has been performed and /or duly authorized deviations, substitutions, alterations and/or additions; that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by the Periodic Estimate; and that no part of the "Amount Due This Estimate" has been received.

Suncoast Infrastructure, Inc.
(Contractor)

By: Daniel Harris

Title: Project Manager

Date: 07/10/13

RECOMMENDATION OF ENGINEER

This Periodic Estimate for Partial Payment covers all pay item work performed by the contractor through the estimate period stated hereon. The undersigned recommends payment of the amount on line (i) above subject to the provisions of the Contract Documents covering the repair or replacement of all defective work, if any, that may be discovered prior to final payment or expiration of the general guaranty period.

By:

Title: Engineer

Date: 7/31/13

sdw

Engineering Progress

August 2, 2013

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

Attn: Bert Kuyrkendall

Re: **Sewer Phase 3 – ComSWIP**
City of Hattiesburg

Jay Bearden

Dear Bert,

Enclosed please find Pay Estimate No. 4 in the amount of $214,685.81 for the above referenced project.

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosure

cc: Terry Jackson
Jay Bearden Construction, Inc.

094695. 7220.01
MB 2012-1/387

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

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

Date: 8/2/13

Project: Comprehensive Sewer Improvements Phase III
City of Hattiesburg
Contractor: Jay Bearden Construction, Inc.
P.O. Box 180428 Richland, MS 39218
Pay Estimate No.: Four (4)

Pay Period: 6/27/13 - 7/26/13

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		Quantity On Contract	Allowed This Period	Allowed To Date			
						CONTRACT TOTAL:	$1,632,964.92
	SITE 5 - MOBILE STREET AREA						**$997,286.01**
1	8" SDR 26 PVC Sewer Pipe (0'-6')	1,298	76.00	76.00	Lin. Ft.	$ 36.63	$ 2,783.88
2	8" SDR 26 PVC Sewer Pipe (6'-8')	1,215	670.00	670.00	Lin. Ft.	$ 43.53	$ 29,165.10
3	8" SDR 26 PVC Sewer Pipe (8'-10')	683	452.00	452.00	Lin. Ft.	$ 50.43	$ 22,794.36
4	8" SDR 26 PVC Sewer Pipe (10'-12')	200	181.00	181.00	Lin. Ft.	$ 57.33	$ 10,376.73
5	15" SDR 26 PVC Sewer Pipe (6'-8')	533			Lin. Ft.	$ 55.90	$ -
6	15" SDR 26 PVC Sewer Pipe (8'-10')	676			Lin. Ft.	$ 62.80	$ -
7	15" SDR 26 PVC Sewer Pipe (10'-12')	488	110.00	617.00	Lin. Ft.	$ 69.70	$ 43,004.90
8	15" SDR 26 PVC Sewer Pipe (12'-14')	601	315.00	315.00	Lin. Ft.	$ 76.60	$ 24,129.00
9	Abandonement of Existing Sewer Line	5,478			Lin. Ft.	$ 4.00	$ -
10	48" Precast Concrete Sewer Manhole (0'-6')	7	1.00	1.00	Each	$ 1,737.11	$ 1,737.11
11	48" Precast Concrete Sewer Manhole (6'-8')	4	2.00	2.00	Each	$ 2,124.66	$ 4,249.32
12	48" Precast Concrete Sewer Manhole (8'-10')	2	2.00	2.00	Each	$ 2,512.20	$ 5,024.40
13	60" Precast Concrete Sewer Manhole (6'-8')	2			Each	$ 4,138.00	$ -
14	60" Precast Concrete Sewer Manhole (8'-10')	3			Each	$ 4,874.00	$ -
15	60" Precast Concrete Sewer Manhole (10'-12')	3		3.00	Each	$ 5,611.00	$ 16,833.00
16	60" Precast Concrete Sewer Manhole (12'-14')	2	3.00	3.00	Each	$ 6,347.00	$ 19,041.00
17	Demolition and Removal of Existing Manhole	2	2.00	3.00	Each	$ 1,000.00	$ 3,000.00
18	Abandonement of Existing Manhole	20	2.00	2.00	Each	$ 1,000.00	$ 2,000.00
19	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	216			Lin. Ft.	$ 10.52	$ -
20	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	1,884	270.00	282.00	Lin. Ft.	$ 14.37	$ 4,052.34
21	8"x8"x6" PVC Tee	42	12.00	12.00	Each	$ 161.00	$ 1,932.00
22	15"x15"x6" PVC Tee	17			Each	$ 393.00	$ -
23	6" PVC Cleanout	56	12.00	13.00	Each	$ 202.00	$ 2,626.00
24	Crushed Aggregate (Size 825)	2,629	664.37	664.37	Ton	$ 49.50	$ 32,886.32
25	Select Fill Material (Class 9, Group C), LVM	8,060	2282.50	3392.50	Cu. Yd.	$ 8.00	$ 27,140.00
26	Concrete Pavement Repair (All Depths)	137			Sq. Yd.	$ 65.00	$ -
27	Asphalt Pavement Repair (All Depths)	5,832			Sq. Yd.	$ 32.45	$ -
28	Concrete Curb & Gutter (Match Existing Type)	145	60.00	60.00	Lin. Ft.	$ 20.00	$ 1,200.00
29	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	428	48.00	48.00	Lin. Ft.	$ 15.00	$ 720.00
30	10" Reinforced Concrete Pipe, Class III, Rubber Gaskets	32			Lin. Ft.	$ 29.25	$ -
31	12" Reinforced Concrete Pipe, Class III, Rubber Gaskets	90	32.00	32.00	Lin. Ft.	$ 29.25	$ 936.00
32	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	178			Lin. Ft.	$ 33.50	$ -
33	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	32			Lin. Ft.	$ 37.50	$ -
34	24" Reinforced Concrete Pipe, Class III, Rubber Gaskets	32			Lin. Ft.	$ 51.50	$ -
35	22"x13" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	32			Lin. Ft.	$ 57.50	$ -
36	29"x18" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	64			Lin. Ft.	$ 64.50	$ -
37	36"x23" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	12			Lin. Ft.	$ 90.61	$ -
38	Class "B" Concrete, Minor Structures	10			Cu. Yd.	$ 1,200.00	$ -
39	Grassing	1			L.S.	$ 5,000.00	$ -
40	Erosion Control	1	5%	25%	L.S.	$ 10,000.00	$ 2,500.00
41	Mobilization	1	50%	100%	L.S.	$ 54,000.00	$ 54,000.00
42	Maintenance of Traffic	1	20%	40%	L.S.	$ 20,000.00	$ 8,000.00
						subtotal	$ 320,131.46

	SITE 7 - EAST 8TH STREET						**$430,573.91**
43	8" SDR 26 PVC Sewer Pipe (0'-6')	40		57.00	Lin. Ft.	$ 36.63	$ 2,087.91
44	8" SDR 26 PVC Sewer Pipe (6'-8')	44		436.00	Lin. Ft.	$ 43.53	$ 18,979.08
45	8" SDR 26 PVC Sewer Pipe (8'-10')	841		854.00	Lin. Ft.	$ 50.43	$ 43,067.22
46	8" SDR 26 PVC Sewer Pipe (10'-12')	927		894.00	Lin. Ft.	$ 57.33	$ 51,253.02
47	Abandonement of Existing Sewer Line	2,305		232.00	Lin. Ft.	$ 4.00	$ 928.00
48	48" Precast Concrete Sewer Manhole (0'-6')	2		1.00	Each	$ 1,737.11	$ 1,737.11
49	48" Precast Concrete Sewer Manhole (6'-8')	3		5.00	Each	$ 2,124.66	$ 10,623.30
50	48" Precast Concrete Sewer Manhole (8'-10')	4		4.00	Each	$ 2,512.20	$ 10,048.80
51	48" Precast Concrete Sewer Manhole (10'-12')	3		5.00	Each	$ 2,900.00	$ 14,500.00
52	Drop Manhole Assembly (All Depths)	1			Each	$ 1,500.00	$ -
53	Demolition and Removal of Existing Manhole	2		3.00	Each	$ 1,200.00	$ 3,600.00
54	Abandonement of Existing Manhole	10		4.00	Each	$ 1,000.00	$ 4,000.00
55	Abandonement of Existing Pump Station	1		1.00	L.S.	$ 15,000.00	$ 15,000.00
56	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	144			Lin. Ft.	$ 10.50	$ -
57	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	1,062		737.00	Lin. Ft.	$ 14.50	$ 10,686.50
58	8"x8"x6" PVC Tee	36		31.00	Each	$ 161.00	$ 4,991.00
59	6" PVC Cleanout	36		34.00	Each	$ 202.00	$ 6,868.00
60	Crushed Aggregate (Size 825)	1,001		833.73	Ton	$ 49.50	$ 41,269.64
61	Select Fill Material (Class 9, Group C), LVM	3,068		1702.50	Cu. Yd.	$ 8.00	$ 13,620.00
62	Concrete Pavement Repair (All Depths)	9		85.28	Sq. Yd.	$ 112.00	$ 9,551.36
63	Asphalt Pavement Repair (All Depths)	2,263			Sq. Yd.	$ 32.45	$ -
64	Concrete Curb & Gutter (Match Existing Type)	95		234.00	Lin. Ft.	$ 25.00	$ 5,850.00
65	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	64			Lin. Ft.	$ 15.00	$ -
66	29"x18" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	32		32.00	Lin. Ft.	$ 64.50	$ 2,064.00
67	End Section, Class III	1		1.00	Each	$ 1,006.00	$ 1,006.00
68	Class "B" Concrete, Minor Structures	1			Cu. Yd.	$ 2,000.00	$ -
69	Grassing	1	25%	50%	L.S.	$ 5,000.00	$ 2,500.00
70	Erosion Control	1	5%	73%	L.S.	$ 10,000.00	$ 7,300.00
71	Mobilization	1		100%	L.S.	$ 43,000.00	$ 43,000.00
72	Maintenance of Traffic	1	10%	78%	L.S.	$ 20,000.00	$ 15,600.00
						subtotal	$ 340,130.94
	SITE 8 - BORE UNDER NS RAILROAD AT EAST 4TH STREET						**$205,105.00**
73	21" DI Sewer Pipe (0'-6')	24	24.00	24.00	Lin. Ft.	$ 145.00	$ 3,480.00
74	24" DI Sewer Pipe (0'-6')	246	16.00	216.00	Lin. Ft.	$ 145.00	$ 31,320.00
75	36" Steel Casing (0.50" WT) (Bored) (Incl: Insurance Bond for Railways)	140		200.00	Lin. Ft.	$ 532.00	$ 106,400.00
76	Abandonement of Existing Sewer Line	250			Lin. Ft.	$ 10.00	$ -
77	72" Precast Concrete Sewer Manhole (6'-8')	1			Each	$ 6,205.00	$ -
78	72" Precast Concrete Sewer Manhole (8'-10')	2	1.00	1.00	Each	$ 6,550.00	$ 6,550.00
79	Abandonement of Existing Manhole	1			Each	$ 1,000.00	$ -
80	Clearing and Grubbing	1		100%	L.S.	$ 10,000.00	$ 10,000.00
81	Grouted RipRap (Size 300) w/ Geotextile Fabric	30			Sq. Yd.	$ 125.00	$ -
82	Grassing	1			L.S.	$ 5,000.00	$ -
83	Erosion Control	1			L.S.	$ 10,000.00	$ -
84	Mobilization	1		100%	L.S.	$ 8,000.00	$ 8,000.00
						subtotal	$ 165,750.00

Percent Complete: 51%
Time Elapsed to date: 65%

Total Earned - Regular Work	$ 826,012.39
Less 10% Retainage	$ 82,601.24
Stored Materials	
Total Due - Regular Work	$ 743,411.15
Less Previous Payments	$ 528,725.34
Net Amount Due This Estimate	$ 214,685.81
Less Deductions	$ -
Net Payment Due	$ 214,685.81

CERTIFIED CORRECT:
Shows, Dearman & Waits, Inc.

Project Engineer

APPROVED:

OWNER

sdw

Engineering Progress

July 31, 2013

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

Attn: Bert Kuyrkendall

Re: **Comprehensive Water Improvements Phase I**
City of Hattiesburg

Dear Bert,

Enclosed please find Pay Estimate No. 2 in the amount of $132,811.89 for the above referenced project.

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

enclosure

cc: Tony McClendon, SDW
C.B. Developers

094695. 7245.50
MB 2013-1/41

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

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

Date: July 31, 2013

Project: Comprehensive Water Improvements Phase I

Contractor: CB Developers, Inc.
1716 Evelyn Gandy Pkw., Hattiesburg, MS 39401

Pay Estimate No.: Two (2)

Pay Period: June 27, 2013 to July 26, 2013

Item No.	Item Description	Total Quantities On Cont	Allowed This	Allowed To Date	Unit	Unit Price	Amount
						CONTRACT TOTAL	$ 433,213.65
	Site 1 - Eva Street & South 17th Avenue						
1	8" Class 350 Ductile Iron Water Pipe (Open Cut)	1,025	1,025	1,025	LF	$27.57	$ 28,259.25
2	8" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	160	160	160	LF	$44.36	$ 7,097.60
3	14" Steel Casing, 0.25" WT (Bored)	60	60	60	LF	$80.65	$ 4,839.00
4	Tie-In: Proposed 8" to Existing 10" (Hot Tap w/ Valve Assembly)	1	1	1	EA	$4,800.00	$ 4,800.00
5	Tie-In: Proposed 8" to Existing 6" (Hot Tap w/ Valve Assembly)	1	1	1	EA	$4,200.00	$ 4,200.00
6	Tie-In: Existing 2" to Existing 6" (Hot Tap w/ Valve Assembly)	1	1	1	EA	$1,424.00	$ 1,424.00
7	8" Gate Valve	3	3	3	EA	$1,080.00	$ 3,240.00
8	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	2	2	2	EA	$3,120.00	$ 6,240.00
9	Service Tubing (Bored) (Size Varies to 1 1/2")	150	180	180	LF	$9.00	$ 1,620.00
10	Service Connection (Incl: Service Tubing, Tapping Saddle, Corp Stop, etc)	21	15	15	EA	$324.00	$ 4,860.00
11	Select Fill Material (Class 9, Group C), LVM	16	15	16	CY	$29.00	$ 464.00
12	Concrete Pavement Repair (All Depths)	24	24	24	SY	$59.00	$ 1,416.00
13	Asphalt Pavement Repair (All Depths)	10	10	10	SY	$230.00	$ 2,300.00
14	Temporary Erosion Control	1	1	1	LS	$1,800.00	$ 1,800.00
15	Grassing	1	1	1	LS	$3,550.00	$ 3,550.00
16	Mobilization	1	1	1	LS	$10,000.00	$ 10,000.00
17	Maintenance of Traffic	1	1	1	LS	$3,000.00	$ 3,000.00
						Subtotal	$ 89,109.85
	Site 3 - Fredna Street						
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,510	130	130	LF	$22.05	$ 2,866.50
2	6" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	410	190	190	LF	$33.23	$ 6,313.70
3	8" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	40			LF	$64.00	$ -
4	12" Steel Casing, 0.25" WT (Bored)	80	40	40	LF	$65.00	$ 2,600.00
5	Tie-In: Proposed 6" to Existing 6" (Hot Tap w/ Valve Assembly)	4			EA	$3,952.00	$ -
6	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	2			EA	$3,072.00	$ -
7	Service Tubing (Bored) (Size Varies to 1 1/2")	480			LF	$9.00	$ -
8	Service Connection (Incl: Service Tubing, Tapping Saddle, Corp Stop, etc)	29			EA	$319.00	$ -
9	Select Fill Material (Class 9, Group C), LVM	49			CY	$29.00	$ -
10	Concrete Pavement Repair (All Depths)	51			SY	$59.00	$ -
11	Asphalt Pavement Repair (All Depths)	57			SY	$76.00	$ -
12	Concrete Curb & Gutter (Match Existing Type)	20			LF	$59.00	$ -
13	Temporary Erosion Control	1			LS	$1,200.00	$ -
14	Grassing	1			LS	$3,550.00	$ -
15	Mobilization	1	1	1	LS	$8,300.00	$ 8,300.00
16	Maintenance of Traffic	1			LS	$1,800.00	$ -
						Subtotal	$ 20,080.20
	Site 5 - South 40th Avenue						
1	12" Class 350 Ductile Iron Water Pipe (Open Cut)	820			LF	$38.99	$ -
2	12" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	20			LF	$74.15	$ -
3	Tie-In: Proposed 12" to Existing 12" (Straight Connection w/ fittings)	1			EA	$1,900.00	$ -
4	Tie-In: Proposed 12" to Existing 8" (Tee & other fittings)	1			EA	$3,000.00	$ -
5	8" Gate Valve	1			EA	$1,110.00	$ -
6	12" Gate Valve	2			EA	$1,940.00	$ -
7	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	1			EA	$3,400.00	$ -
8	Service Connection (Incl: Service Tubing, Tapping Saddle, Corp Stop, etc)	2			EA	$380.00	$ -
9	Temporary Erosion Control	1			LS	$1,200.00	$ -
10	Grassing	1			LS	$3,000.00	$ -
11	Mobilization	1			LS	$7,652.00	$ -
12	Maintenance of Traffic	1			LS	$1,766.00	$ -
						Subtotal	

	Site 6 - Edwards Street						
1	8" Class 350 Ductile Iron Water Pipe (Open Cut)	100	1,594	1,594	LF	$32.00	$ 51,008.00
2	12" Class 350 Ductile Iron Water Pipe (Open Cut)	1,120	1,004	1,004	LF	$40.31	$ 40,471.24
3	12" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	40			LF	$67.50	$ -
4	16" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	180	280	280	LF	$117.50	$ 32,900.00
5	14" Steel Casing, 0.25" WT (Bored)	40	40	40	LF	$97.00	$ 3,880.00
6	18" Steel Casing, 0.25" WT (Bored)	40	40	40	LF	$126.50	$ 5,060.00
7	Tie-In: Proposed 12" to Existing 20" (Hot Tap w/ Valve Assembly)	1			EA	$9,600.00	$ -
8	Tie-In: Proposed 12" to Proposed 12" (Tee & other fittings)	1	1	1	EA	$1,800.00	$ 1,800.00
9	Tie-In: Proposed 12" to Proposed 8" (Tee & other fittings)	1	2	2	EA	$1,600.00	$ 3,200.00
10	Tie-In: Proposed 12" to Existing 6" (Tee & other fittings)	1			EA	$2,400.00	$ -
11	Tie-In: Proposed 8" to Existing 8" (Hot Tap w/ Valve Assembly)	1			EA	$4,800.00	$ -
12	Tie-In: Existing 2" to Proposed 12" (Hot Tap w/ Valve Assembly)	2			EA	$1,950.00	$ -
13	8" Gate Valve	1	5	5	EA	$1,100.00	$ 5,500.00
14	12" Gate Valve	5	5	5	EA	$1,950.00	$ 9,750.00
15	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	3	4	4	EA	$3,300.00	$ 13,200.00
16	Service Connection (Incl: Service Tubing, Tapping Saddle, Corp Stop, etc)	2	10	10	EA	$380.00	$ 3,800.00
17	Select Fill Material (Class 9, Group C), LVM	1,001	15	15	CY	$10.00	$ 150.00
18	Concrete Pavement Repair (All Depths)	72			SY	$59.00	$ -
19	Asphalt Pavement Repair (All Depths)	151			SY	$57.00	$ -
20	Temporary Erosion Control	1			LS	$1,200.00	$ -
21	Grassing	1			LS	$3,600.00	$ -
22	Mobilization	1	1	1	LS	$8,900.00	$ 8,900.00
23	Maintenance of Traffic	1	1	1	LS	$3,000.00	$ 3,000.00
						Subtotal	$182,619.24
						TOTAL	$291,809.29

Percent Complete	67%
Elapsed Time	99%

Total Earned - Regular Work	$ 291,809.29
Less 10% Retainage	$ 29,180.93
Stored Materials	$ 26,205.53
Total Due - Regular Work	$ 288,833.89
Less Previous Payments	$ 156,022.00
Net Amount Due This Estimate	$ 132,811.89
Less Deductions	$ -
Net Payment Due	$ 132,811.89

CERTIFIED CORRECT:
Shows, Dearman & Waits, Inc.

Project Engineer

APPROVED:

OWNER

Comprehensive Water Improvements - Phase I
Stored Materials
Pay Estimate No. 2

Item No.	Item Descripti	Quantity	Unit Price	Amount
1	12" Ductile Iron Pipe	996	$ 20.99	$ 20,906.04
2	Service Tubing	1160	$ 0.27	$ 313.20
3	12" CL350 Caps	2	$ 90.72	$ 181.44
4	12" CL 350 45 ELL	6	$ 228.06	$ 1,368.36
5	12" x 8" CL 35 Tee	1	$ 279.25	$ 279.25
6	21.60 x 12 A Tapping Sle	1	$ 1,965.53	$ 1,965.53
7	8'x8' Tapping Sleeve	1	$ 559.60	$ 559.60
8	6'x6' Tapping Sleeve	1	$ 356.11	$ 356.11
9	24" Valve Box Pad	23	$ 12.00	$ 276.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Total	$ 26,205.53

sdw

Engineering Progress

August 2, 2013

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

Attn: Bert Kuyrkendall, P.E.

Re: **Sewer Phase 2 - ComSWIP**
City of Hattiesburg

Dear Mr. Kurykendall,

Enclosed please find Pay Estimate No. 6 in the amount of $62,452.16 for the above referenced project.

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

enclosure

cc: Steve Tingle
Hensley R. Lee Contracting

094695. 7220.50
MB 2012-1/422

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

G:\PROJECTS\Hattiesburg_City Of\1273-S002 - Comprehensive Sewer Improvements - Phase II\Corres\1273S002_Hattiesburg_Pay Estimate 6.Docx

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

Date: 8/1/13

Project: Comprehensive Sewer Improvements Phase II
City of Hattiesburg
Contractor: Hensley R. Lee Contracting Inc.
311 Acorn St. Picayune, MS 39466
Pay Estimate No.: Six (6)

Pay Period: 6/27/13-7/26/13

Item No.	Item Description	Quantities			Unit	Unit Price	Amount
		On Cont. Price Est.	Allowed This Period	Allowed To Date			
							$1,485,051.50
	SITE 2 - CORRINE STREET						$334,348.00
1	8" SDR 26 PVC Sewer Pipe (6'-8')	614			LF	$ 26.00	$ -
2	8" SDR 26 PVC Sewer Pipe (8'-10')	12			LF	$ 28.00	$ -
3	10" SDR 26 PVC Sewer Pipe (6'-8')	80		37.00	LF	$ 28.00	$ 1,036.00
4	10" SDR 26 PVC Sewer Pipe (8'-10')	308	101.00	166.00	LF	$ 31.00	$ 5,146.00
5	10" SDR 26 PVC Sewer Pipe (10'-12')	298	151.00	151.00	LF	$ 35.00	$ 5,285.00
6	10" SDR 26 PVC Sewer Pipe (12'-14')	259	223.00	223.00	LF	$ 41.00	$ 9,143.00
7	12" SDR 26 PVC Sewer Pipe (0'-6')	474		369.00	LF	$ 28.00	$ 10,332.00
8	12" SDR 26 PVC Sewer Pipe (6'-8')	90		125.00	LF	$ 32.00	$ 4,000.00
9	10" DR 11 HDPE Sewer Pipe (Directional Bore)(All Depths)	521		521.00	LF	$ 150.00	$ 78,150.00
10	48" Precast Concrete Sewer Manhole (0'-6')	1		1.00	EA	$ 1,700.00	$ 1,700.00
11	48" Precast Concrete Sewer Manhole (6'-8')	4		1.00	EA	$ 1,900.00	$ 1,900.00
12	48" Precast Concrete Sewer Manhole (8'-10')	2			EA	$ 2,200.00	$ -
13	48" Precast Concrete Sewer Manhole (10'-12')	1	1.00	1.00	EA	$ 2,700.00	$ 2,700.00
14	48" Precast Concrete Sewer Manhole (12'-14')	2			EA	$ 3,000.00	$ -
15	60" Precast Concrete Sewer Manhole (0'-6')	1	1.00	1.00	EA	$ 3,200.00	$ 3,200.00
16	Drop Manhole Assembly (All Depths)	6			EA	$ 800.00	$ -
17	Demolition and Removal of Existing Manhole	10	3.00	5.00	EA	$ 500.00	$ 2,500.00
18	Demolition and Removal of Existing Grinder Station	1			LS	$ 1,000.00	$ -
19	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	805	380.00	519.50	LF	$ 12.00	$ 6,234.00
20	8"x8"x6" PVC Tee	5			EA	$ 175.00	$ -
21	10"x10"x6" PVC Tee	9	7.00	9.00	EA	$ 230.00	$ 2,070.00
22	12"x12"x6" PVC Tee	3		6.00	EA	$ 275.00	$ 1,650.00
23	6" PVC Cleanout	12	9.00	14.00	EA	$ 310.00	$ 4,340.00
24	Crushed Aggregate (Size 825)	735	185.71	202.23	Ton	$ 35.00	$ 7,078.05
25	Select Fill Material (Class 9, Group C), LVM	2,251	1093.55	2269.05	CY	$ 12.00	$ 27,228.60
26	Concrete Pavement Repair (All Depths)	10			SY	$ 30.00	$ -
27	Asphalt Pavement Repair (All Depths)	1,670			SY	$ 22.00	$ -
28	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	328			LF	$ 8.00	$ -
29	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	32			LF	$ 32.00	$ -
30	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	96			LF	$ 34.00	$ -

31	24" Reinforced Concrete Pipe, Class III, Rubber Gaskets	160			LF	$ 42.00	$ -
32	30" Reinforced Concrete Pipe, Class III, Rubber Gaskets	40			LF	$ 55.00	$ -
33	Class "B" Concrete, Minor Structures	7			CY	$ 250.00	$ -
34	Grassing	1			LS	$ 2,500.00	$ -
35	Erosion Control	1			LS	$ 2,500.00	$ -
36	Mobilization	1		100%	LS	$ 15,000.00	$ 15,000.00
37	Maintenance of Traffic	1	16%	57%	LS	$ 10,000.00	$ 5,700.00
						subtotal	$ 194,392.65

	SITE 3 - COUNTY ROAD						$217,315.00
38	8" SDR 26 PVC Sewer Pipe (0'-6')	70		94.00	LF	$ 23.00	$ 2,162.00
39	8" SDR 26 PVC Sewer Pipe (6'-8')	577		514.00	LF	$ 24.00	$ 12,336.00
40	8" SDR 26 PVC Sewer Pipe (8'-10')	281		267.00	LF	$ 26.00	$ 6,942.00
41	8" SDR 26 PVC Sewer Pipe (10'-12')	345		478.00	LF	$ 30.00	$ 14,340.00
42	8" SDR 26 PVC Sewer Pipe (12'-14')	365		240.00	LF	$ 36.00	$ 8,640.00
43	8" SDR 26 PVC Sewer Pipe (14'-16')	161		158.00	L.F.	$ 43.00	$ 6,794.00
44	48" Precast Concrete Sewer Manhole (0'-6')	1		1.00	EA	$ 1,500.00	$ 1,500.00
45	48" Precast Concrete Sewer Manhole (6'-8')	2		2.00	EA	$ 1,800.00	$ 3,600.00
46	48" Precast Concrete Sewer Manhole (8'-10')	1		1.00	EA	$ 2,100.00	$ 2,100.00
47	48" Precast Concrete Sewer Manhole (10'-12')	1		1.00	EA	$ 2,500.00	$ 2,500.00
48	48" Precast Concrete Sewer Manhole (14'-16')	1		1.00	EA	$ 2,800.00	$ 2,800.00
49	Drop Manhole Assembly (All Depths)	2			EA	$ 800.00	$ -
50	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	610		546.00	LF	$ 11.00	$ 6,006.00
51	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	456		536.00	LF	$ 12.00	$ 6,432.00
52	8"x8"x6" PVC Tee	22		22.00	EA	$ 175.00	$ 3,850.00
53	6" PVC Cleanout	22		27.00	EA	$ 310.00	$ 8,370.00
54	Crushed Aggregate (Size 825)	802		789.94	Ton	$ 35.00	$ 27,647.90
55	Select Fill Material (Class 9, Group C), LVM	2,457	17.50	916.50	CY	$ 12.00	$ 10,998.00
56	Concrete Pavement Repair (All Depths)	0			SY	$ 30.00	$ -
57	Asphalt Pavement Repair (All Depths)	1,820			SY	$ 22.00	$ -
58	Demolition and Removal of Concrete Headwall	1		1.00	EA	$ 750.00	$ 750.00
59	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	92		68.00	LF	$ 8.00	$ 544.00
60	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	68		64.00	LF	$ 32.00	$ 2,048.00
61	18"x11" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	24			LF	$ 20.00	$ -
62	15" Reinforced Concrete Pipe, Flared End Section, Class III	1		1.00	EA	$ 200.00	$ 200.00
63	Class "B" Concrete, Minor Structures	1			CY	$ 250.00	$ -
64	Grassing	1			LS	$ 2,500.00	$ -
65	Temporary Erosion Control	1			LS	$ 2,500.00	$ -
66	Mobilization	1		100%	LS	$ 15,000.00	$ 15,000.00
67	Maintenance of Traffic	1		68%	LS	$ 5,000.00	$ 3,400.00
						subtotal	$ 148,959.90

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

	SITE 6 - COUNTRY CLUB ROAD						$625,957.50
105	6" SDR 26 PVC Sewer Pipe (6'-8')	11		11.00	LF	$ 15.00	$ 165.00
106	8" SDR 26 PVC Sewer Pipe (0'-6')	934		1115.50	LF	$ 23.00	$ 25,656.50
107	8" SDR 26 PVC Sewer Pipe (6'-8')	1,674		1616.00	LF	$ 24.00	$ 38,784.00
108	8" SDR 26 PVC Sewer Pipe (8'-10')	721		587.00	LF	$ 26.00	$ 15,262.00
109	8" SDR 26 PVC Sewer Pipe (10'-12')	1,566		1612.00	LF	$ 30.00	$ 48,360.00
110	10" SDR 26 PVC Sewer Pipe (8'-10')	131		130.00	LF	$ 29.50	$ 3,835.00
111	10" SDR 26 PVC Sewer Pipe (10'-12')	854		846.00	LF	$ 33.00	$ 27,918.00
112	Abandonement of Existing Sewer Line	4,594		2486.00	LF	$ 4.00	$ 9,944.00
113	48" Precast Concrete Sewer Manhole (0'-6')	9		11.00	EA	$ 1,500.00	$ 16,500.00
114	48" Precast Concrete Sewer Manhole (6'-8')	5		4.00	EA	$ 1,800.00	$ 7,200.00
115	48" Precast Concrete Sewer Manhole (8'-10')	2		1.00	EA	$ 2,100.00	$ 2,100.00
116	48" Precast Concrete Sewer Manhole (10'-12')	6		6.00	EA	$ 2,500.00	$ 15,000.00
117	72" Precast Concrete Sewer Manhole (18'-20')	1		1.00	EA	$ 20,000.00	$ 20,000.00
118	Drop Manhole Assembly (All Depths)	5			EA	$ 800.00	$ -
119	Demolition and Removal of Existing Manhole	5		2.00	EA	$ 500.00	$ 1,000.00
120	Abandonement of Existing Manhole	13		14.00	EA	$ 750.00	$ 10,500.00
121	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	100		96.00	LF	$ 11.00	$ 1,056.00
122	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	1,872		1914.00	LF	$ 12.00	$ 22,968.00
123	8"x8"x6" PVC Tee	59		67.00	EA	$ 175.00	$ 11,725.00
124	10"x10"x6" PVC Tee	10		11.00	EA	$ 230.00	$ 2,530.00
125	6" PVC Cleanout	58		75.00	EA	$ 310.00	$ 23,250.00
126	Crushed Aggregate (Size 825)	2,021		2915.52	Ton	$ 35.00	$ 102,043.20
127	Select Fill Material (Class 9, Group C), LVM	6,192	142.50	3539.92	CU	$ 12.00	$ 42,479.04
128	Concrete Pavement Repair (All Depths)	23	122.10	122.10	SY	$ 30.00	$ 3,663.00
129	Asphalt Pavement Repair (All Depths)	6,170		9485.88	SY	$ 22.00	$ 208,689.36
130	Concrete Curb & Gutter (Match Existing Type)	35			LF	$ 25.00	$ -
131	Demolition and Removal of Concrete Headwall	1			EA	$ 750.00	$ -
132	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	146			LF	$ 8.00	$ -
133	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	80			LF	$ 32.00	$ -
134	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	30			LF	$ 34.00	$ -
135	22"x13" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	36			LF	$ 40.00	$ -
136	22"x13" Reinforced Concrete Arch Pipe, Flared End Section, Class III	1			EA	$ 950.00	$ -
137	Class "B" Concrete, Minor Structures	2			CY	$ 250.00	$ -
138	Concrete Paved Ditch (4" Depth)	3			SY	$ 45.00	$ -
139	Grassing	1			LS	$ 2,500.00	$ -
140	Erosion Control	1			LS	$ 2,500.00	$ -
141	Mobilization	1		100%	LS	$ 15,000.00	$ 15,000.00
142	Maintenance of Traffic	1		95%	LS	$ 5,000.00	$ 4,750.00
						subtotal	$ 680,378.10

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

Percent Complete: 69%

Time Elapsed to date: 89%

Total Earned - Regular Work	$	1,023,730.65
Less 10% Retainage	$	102,373.07
Stored Materials	$	30,949.38
Total Due - Regular Work	$	952,306.97
Less Previous Payments	$	889,854.80
Net Amount Due This Estimate	$	62,452.16
Less Deductions	$	-
Net Payment Due	$	62,452.16

CERTIFIED CORRECT:

Shows, Dearman & Waits, Inc.

Project Engineer

APPROVED:

OWNER

SANITARY SEWER SCHEDULE

PROJECT Hattiesburg sewer rehab phase II

START DATE January 29,2013

HRL Contracting

COMEPLETION DATE August 17,2013

SITE	STREET	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
3	COUNTY RD												
	CEDAR												
4	WEATHERSBY												

Comprehensive Sewer Improvements - Phase II
City of Hattiesburg
Stored Materials

Pay Estimate: No.6

Item No.	Item Description	Quantity	Unit Price	Amount
1	8" SDR 26 PVC Sewer Pipe	1147	$ 3.88	$ 4,450.36
2	10" SDR 26 PVC Sewer Pipe	2349	$ 6.09	$ 14,305.41
3	6" SDR 26 PVC Sewer Pipe	318	$ 2.15	$ 683.70
4	Precast Concrete Manholes	1		$ 11,509.91
5				$ -
6				$ -
7				$ -
8				$ -
9				$ -
10				$ -
11				$ -
12				$ -
13				$ -
14				$ -
15				$ -
16				$ -
17				$ -
18				$ -
				$ 30,949.38

Precast Manholes

SMH #1=	$ 1,758.73
SMH #2=	$ 2,043.74
SMH #3=	$ 1,385.74
SMH #4=	$ 1,262.74
SMH #5=	$ 1,127.74
SMH #6=	$ 1,165.74
SMH #7=	$ 1,224.74
SMH #8=	$ 1,540.74
TOTAL:	$ 11,509.91

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

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

CITY OF HATTIESBURG, MISSISSIPPI

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

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. 26 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated March 29, 2012. After discussion of the subject, Council Member Carroll offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 26 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF MARCH 29, 2012, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on March 29, 2012 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed $12,500,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City (the "Loan Agreement").

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 26 from the Project Fund Construction Account under the Loan in the total aggregate amount of $505,395.77 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. 26 from the Project Fund Construction Account under the Loan in the total aggregate amount of Five hundred five thousand three hundred ninety-five & 77/100 dollars ($505,395.77) 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. 26 in the total aggregate amount of Five hundred five thousand three hundred ninety-five & 77/100 dollars ($505,395.77) as authorized herein, as more particularly described in Exhibit A.

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

The above and foregoing resolution, after having been first reduced to writing, was introduced by Council Member Carroll, seconded by Council Member Dryden, 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 20th day of August, 2013.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 20th day of August, 2013.

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: **26**

DATE OF REQUISITION: **8/20/2013**

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1.	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	094695.7245.50	$ 132,811.89	Pay App No. 2	Construction of Water Improvements Phase I for period 6/27/13-7/26/13 MB 2013-1/41
2.	Hensley R. Lee Contracting Inc. 311 Acorn St Picayune, MS 39466	094695.7220.50	$ 62,452.16	Pay App No. 6	Construction on COMSWIP Sewer Phase II for period 6/27/13 - 7/26/13 MB 2012-1/422
3.	Jay Bearden Construction, Inc. P O Box 180428 Richland, MS 39218	094695.7220.01	$ 214,685.81	Pay App No. 4	Construction on COMSWIP Sewer Phase III for period 6/27/13 - 7/26/13. MB 2012-1/387
4.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.01	$ 23,427.50	15783	Sewer Improvements Ph III Period: 6/23/13 - 7/27/13 2011-4/89-110
5.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.50	$ 20,457.50	15782	Sewer Improvements Ph II Period: 6/23/13 - 7/27/13 2011-4/89-110
6.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.49	$ 8,572.50	15781	Sewer Improvements Ph I Period: 6/23/13 - 7/27/13 2011-4/89-110
7.	Shows, Dearman, & Waits, Inc.	094695.7245.50	$ 13,010.00	15787	Water Improvements Ph I

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
	301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711				Period: 5/26/13 - 6/22/13 2011-4/89-110
8.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.04	$ 6,677.50	15786	Hwy 98 Elevated Water Tank Period: 5/26/13 - 6/22/13 2011-4/89-110
9.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.03	$ 575.00	15785	Hwy 98 Booster Station Period: 6/23/13 - 7/27/13 2011-4/89-110
10.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.28	$ 1,125.00	15784	Hwy 98 Fire Lines Period: 6/23/13 - 7/27/13 2011-4/89-110
11.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.02	$ 8,020.00	17570	James St Water Well # 3 Period: 11/25/12-7/27/13 2011-4/89-110
12.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.02	$ 6,268.41	17572	James St Water Well # 3 Period: 6/23/13-7/27/13 2011-4/89-110
13.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.51	$ 7,312.50	17571	Sewer Improvements Ph IV Period: 5/26/13 - 6/22/13 2011-4/89-110
			$ 505,395.77		

sdw
Engineering Progress

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

July 31, 2013
Project No: 1273-W006
Invoice No: 17570

Project Manager John Weeks
Project 1273-W006 Wesley WTP Well

Professional Services from November 25, 2012 to July 27, 2013

Professional Personnel

	Hours	Rate	Amount	
AUTO CAD TECHNICIAN				
Sullivan, Richard	35.50	85.00	3,017.50	
Temple, Patricia	1.50	85.00	127.50	
PROJECT ENGINEER				
Wallace, Kyle	1.00	150.00	150.00	
Weeks, John	31.50	150.00	4,725.00	
Totals	69.50		8,020.00	
Total Labor				**8,020.00**
			Total this Invoice	**$8,020.00**

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

094695. 7245.02
MB 2011-4/89-110

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

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Engineering Progress

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

July 31, 2013
Project No: 1273-S004
Invoice No: 17571

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

Work - In - Progress

Professional Services from June 23, 2013 to July 27, 2013

Phase CM Construction Management

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

Professional Personnel

		Hours	Rate	Amount	
Phillips, Michael		37.50	85.00	3,187.50	
Wallace, Kyle		4.00	150.00	600.00	
Weeks, John		23.50	150.00	3,525.00	
	Totals	65.00		7,312.50	
	Total Labor				**7,312.50**
			Total this Phase		**$7,312.50**
			Total this Invoice		**$7,312.50**

Outstanding Invoices

Number	Date	Balance
17551	6/27/2013	6,447.50
Total		**6,447.50**

Total Now Due **$13,760.00**

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

094695. 7220.51

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

MB 2011-4/89-110

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Engineering Progress

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

July 31, 2013
Project No: 1237C.001
Invoice No: 17572

Project Manager John Weeks

Project 1237C.001 Construction Mgt - James St. WTP #3

Professional Services from June 23, 2013 to July 27, 2013

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Tingle, William	3.00	27.00	81.00	
ENGINEERING INTERN				
Joseph, Marcelin	25.00	18.03	450.75	
PROJECT ENGINEER				
Weeks, John	36.00	43.27	1,557.72	
Totals	64.00		2,089.47	
Total Labor		**3.0 times**	**2,089.47**	**6,268.41**
		Total this Invoice		**$6,268.41**

Outstanding Invoices

Number	Date	Balance
17550	6/27/2013	8,154.09
Total		**8,154.09**

Total Now Due **$14,422.50**

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

094695.7245.02
MB 2011-4/89-110

sdw
Engineering Progress

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

August 01, 2013
Project No: 1273-S001
Invoice No: 15781

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 June 23, 2013 to July 27, 2013

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				
Phillips, Michael	88.50	85.00	7,522.50	
PROJECT ENGINEER				
Wallace, Kyle	7.00	150.00	1,050.00	
Totals	95.50		8,572.50	
Total Labor				**8,572.50**
			Total this Phase	**$8,572.50**
			Total this Invoice	**$8,572.50**

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

094695. 7220. 49
MB 2011-4/89-110

sdw
Engineering Progress

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

August 01, 2013
Project No: 1273-S002
Invoice No: 15782

Project Manager Kyle Wallace

Project 1273-S002 Comprehensive Sewer Improvements - Ph II

Professional Services from June 23, 2013 to July 27, 2013

Phase CM Construction Management

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

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

Professional Personnel

	Hours	Rate	Amount	
AUTO CAD TECHNICIAN				
Sullivan, Richard	8.00	85.00	680.00	
CONSTRUCTION OBSERVER				
McLendon, Gerald	61.00	85.00	5,185.00	
Tingle, William	150.50	85.00	12,792.50	
PROJECT ENGINEER				
Wallace, Kyle	12.00	150.00	1,800.00	
Totals	231.50		20,457.50	
Total Labor				**20,457.50**
			Total this Phase	**$20,457.50**
			Total this Invoice	**$20,457.50**

Outstanding Invoices

Number	Date	Balance
17530	6/27/2013	15,642.50
Total		**15,642.50**
		Total Now Due	**$36,100.00**

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094695. 7220.50
MB 2011-4/89-110

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Engineering Progress

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

August 01, 2013
Project No: 1273-S003
Invoice No: 15783

Project Manager Kyle Wallace
Project 1273-S003 Comprehensive Sewer Improvements Ph III
Professional Services from June 23, 2013 to July 27, 2013

Phase CM Construction Management

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

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	235.50	85.00	20,017.50	
Phillips, Michael	4.00	85.00	340.00	
Tingle, William	22.00	85.00	1,870.00	
PROJECT ENGINEER				
Wallace, Kyle	8.00	150.00	1,200.00	
Totals	269.50		23,427.50	
Total Labor				**23,427.50**
			Total this Phase	**$23,427.50**
			Total this Invoice	**$23,427.50**

Outstanding Invoices

Number	Date	Balance
17529	6/27/2013	21,887.50
Total		**21,887.50**
	Total Now Due	**$45,315.00**

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

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094695, 7220.01
MB 2011-4/89-110

sdw
Engineering Progress

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

August 01, 2013
Project No: 1273-W001
Invoice No: 15784

Project Manager Kyle Wallace

Project 1273-W001 Hwy 98 West Fire Lines

Professional Services from June 23, 2013 to July 27, 2013

Phase CM Hwy 98 W Fire Lines - Construction Mgt

Professional Personnel

	Hours	Rate	Amount	
Engineering Intern				
Joseph, Marcelin	3.00	100.00	300.00	
Project Engineer				
Wallace, Kyle	5.50	150.00	825.00	
Totals	8.50		1,125.00	
Total Labor				**1,125.00**
			Total this Phase	**$1,125.00**
			Total this Invoice	**$1,125.00**

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

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094695, 7245, 28
MB 2011-4/89-110

sdw
Engineering Progress

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

August 01, 2013
Project No: 1273-W002
Invoice No: 15785

Project Manager Kyle Wallace

Project 1273-W002 Hwy 98 West Booster Station

Professional Services from June 23, 2013 to July 27, 2013

Phase CM Hwy 98 W Booster Sta - Construction Mgmt

Professional Personnel

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

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

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

094695. 7245.03
MB 2011-4/89-110

sdw
Engineering Progress

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

August 01, 2013
Project No: 1273-W003
Invoice No: 15786

Project Manager Kyle Wallace

Project 1273-W003 Highway 98 West Elevated Tank

Professional Services from June 23, 2013 to July 27, 2013

Phase CM Hwy 98 West Elevated Tank - Construction

Professional Personnel

	Hours	Rate	Amount	
Construction Observer				
McLendon, Gerald	12.00	85.00	1,020.00	
Phillips, Michael	44.50	85.00	3,782.50	
Project Engineer				
Wallace, Kyle	12.50	150.00	1,875.00	
Totals	69.00		6,677.50	
Total Labor				**6,677.50**
			Total this Phase	**$6,677.50**
			Total this Invoice	**$6,677.50**

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

094695.7245.04
MB 2011-4/89-110

sdw
Engineering Progress

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

August 01, 2013
Project No: 1273-W004
Invoice No: 15787

Project Manager Kyle Wallace
Project 1273-W004 Comprehensive Water Improvement - Ph I
Professional Services from June 23, 2013 to July 27, 2013

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	
CONSTRUCTION OBSERVER				
McLendon, Gerald	136.00	85.00	11,560.00	
Tingle, William	10.00	85.00	850.00	
PROJECT ENGINEER				
Wallace, Kyle	4.00	150.00	600.00	
Totals	150.00		13,010.00	
Total Labor				**13,010.00**
			Total this Phase	**$13,010.00**
			Total this Invoice	**$13,010.00**

Outstanding Invoices

Number	Date	Balance
17532	6/27/2013	4,715.00
Total		**4,715.00**
		Total Now Due **$17,725.00**

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

09.4695.7245.50
MB 2011-4/89-110

sdw

Engineering Progress

August 1, 2013

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

Attn: Bert Kuyrkendall, P.E.

Re: **Sewer Phase 4 - ComSWIP**

Dear Mr. Kuyrkendall,

Enclosed please find Pay Estimate No. 3 in the amount of $59,905.75 for the above referenced project.

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

Sincerely,

Rebecca Stevens

FOR John T. Weeks, P.E.
Project Engineer

/rs

enclosure

Cc: Wade Phillips, SDW
Suncoast Infrastructure

046695.7220.51
MB 2012-1/413

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

Name and Location of Project:
Comprehensive Sewer Improvements Phase IV
City of Hattiesburg, MS

Project # 13019

Name and Address of Contractor:
Suncoast infrastructure, Inc.
P.O. Box 397
Florence, MS 39073

Estimate No.3 for 5/26/13 to 6/25/13

Item No.	Description of Item	Units	Cost per Unit	Original Contract Quantity	Original Contract Amount	Quantity Adjustment By C.O.	Current Contract Quantity	Current Contract Amount	Previous Quantity	Quantity This Period	Amount This Period	Quantity to Date	Amount to Date	Cost of Uncompleted Work
1	6" CIPP	LF	$18.00	1,057	$19,026.00	0	1,057	$19,026.00	1,277	73	$1,314.00	1,350	$24,300.00	($5,274.00)
2	8" CIPP	LF	$22.00	5,330	$117,260.00	0	5,330	$117,260.00	5,127	268	$5,896.00	5,395	$118,690.00	($1,430.00)
3	Remove and Replace Service Lateral	LF	$23.00	700	$16,100.00	0	700	$16,100.00	428	1,144	$26,312.00	1,572	$36,156.00	($20,056.00)
4	CIPP Service Lateral	LF	$135.00	2,100	$283,500.00	0	2,100	$283,500.00	857.5	41.4	$5,589.00	898.9	$121,351.50	$162,148.50
5	Cleanout Assembly	EA	$100.00	112	$11,200.00	0	112	$11,200.00	93	31	$3,100.00	124	$12,400.00	($1,200.00)
6	Point Repair	EA	$3,000.00	1	$3,000.00	0	1	$3,000.00	5	0	$0.00	5	$15,000.00	($12,000.00)
7	Manhole Replacement	EA	$2,500.00	1	$2,500.00	0	1	$2,500.00	0	1	$2,500.00	1	$2,500.00	$0.00
8	Manhole Rehabilitation	VF	$240.00	95	$22,800.00	0	95	$22,800.00	261.2	0.0	$0.00	261.2	$62,688.00	($39,888.00)
9	Mobilization	LS	$25,439.00	1	$25,439.00	0	1	$25,439.00	1	0.0	$0.00	1.0	$25,439.00	$0.00
10	Road Repair	SY	$45.00	187	$8,415.00	0	187	$8,415.00	147.34	305.96	$13,768.20	453.30	$20,398.50	($11,983.50)
	Total Bid				$509,240.00			$509,240.00			$58,479.20		$438,923.00	$70,317.00
CHANGE ORDER SUMMARY														
CHANGE ORDER NO. 1														
C1.1	Concrete Repair	SY	$90.31	0	$0.00	250	250	$22,577.50	35.67	89.50	$8,082.75	125.17	$11,304.10	$11,273.40
	Change Order No. 1 Total				$0.00			$22,577.50			$8,082.75		$11,304.10	$11,273.40
	Total Change Orders				$0.00			$22,577.50			$8,082.75		$11,304.10	$11,273.40
	Grand Total, Base Bid plus Change Orders				$509,240.00			$531,817.50			$66,561.95		$450,227.10	$81,590.40

PERIODIC ESTIMATE FOR PARTIAL PAYMENT	Project No. 13019	Contract No.
Name of Project Comprehensive Sewer Improvements Phase IV	Periodic Estimate Number 3	
Location of Project City of Hattiesburg, MS	Estimate Period From : 5/26/13 To: 6/25/13	
Name & Address of Owner City of Hattiesburg c/o Shows, Dearman, & Waits, Inc. 301 Second Street Hattiesburg, MS 39403	Name and Address of Contractor Suncoast Infrastructure, Inc. P.O. Box 397 Florence, Ms 39073	

SCHEDULE OF CONTRACT CHANGE ORDERS

(List every change order issued to date of this request even if no work has been done under one or more such orders

Contract Change Order NO. (1)	Contract Change Order Date (2)	Description (3)	Additions To Contract Price As Shown on Change Order (4)	Deductions From Contract Price As ShownOn Change Order (5)
1	05/23/12	Additional Scope of Work	$22,577.50	
		Totals	$22,577.50	$0.00

ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE

(a)	ORIGINAL CONTRACT AMOUNT	$509,240.00
(b)	PLUS: ADDITIONS SCHEDULED IN COLUMN 4 ABOVE	$22,577.50
(c)	LESS: DEDUCTIONS SCHEDULED IN COLUMN 5 ABOVE	$0.00
(d)	ADJUSTED CONTRACT AMOUNT TO DATE	$531,817.50

ANALYSIS OF WORK PERFORMED TO DATE

(a)	COST OF ORIGINAL CONTRACT WORK PERFORMED TO DATE	$438,923.00
(b)	EXTRA WORK PERFORMED TO DATE BY CHANGE ORDER	$11,304.10
(c)	TOTAL COST OF WORK PERFORMED TO DATE	$450,227.10
(d)	ADD: MATERIALS STORED AT CLOSE OF PERIOD	$0.00
(e)	SUBTOTAL OF (c) and (d)	$450,227.10
(f)	LESS: RETAINAGE (10%)	($45,022.71)
(g)	SUBTOTAL OF (e) and (f)	$405,204.39
(h)	LESS: AMOUNT OF PREVIOUS ESTIMATES	$345,298.64
(i)	AMOUNT DUE THIS ESTIMATE	$59,905.75

CERTIFICATE OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown in this Periodic Estimate for Partial Payment are correct; that all work has been performed and /or duly authorized deviations, substitutions, alterations and/or additions; that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by the Periodic Estimate; and that no part of the "Amount Due This Estimate" has been received.

Suncoast Infrastructure, Inc.
(Contractor)

By: Daniel Harris

Title: Project Manager

Date: 07/10/13

RECOMMENDATION OF ENGINEER

This Periodic Estimate for Partial Payment covers all pay item work performed by the contractor through the estimate period stated hereon. The undersigned recommends payment of the amount on line (i) above subject to the provisions of the Contract Documents covering the repair or replacement of all defective work, if any, that may be discovered prior to final payment or expiration of the general guaranty period.

By: [signature]

Title: Engineer

Date: 7/31/13

sdw

Engineering Progress

August 2, 2013

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

Attn: Bert Kuyrkendall

Re: **Sewer Phase 3 – ComSWIP**
City of Hattiesburg

Jay Bearden

Dear Bert,

Enclosed please find Pay Estimate No. 4 in the amount of $214,685.81 for the above referenced project.

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosure

cc: Terry Jackson
Jay Bearden Construction, Inc.

094695.7220.01
MB 2012-1/387

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

G:\PROJECTS\Hattiesburg_City Of\1273-S003 - Comprehensive Sewer Improvements - Phase III\Corres\1273S003_Hattiesburg_Pay Estimate 4.Docx

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

Date: 8/2/13

Project: Comprehensive Sewer Improvements Phase III
City of Hattiesburg
Contractor: Jay Bearden Construction, Inc.
P.O. Box 180428 Richland, MS 39218
Pay Estimate No.: Four (4)

Pay Period: 6/27/13 - 7/26/13

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		Quantity On Contract	Allowed This Period	Allowed To Date			
						CONTRACT TOTAL:	$1,632,964.92
	SITE 5 - MOBILE STREET AREA						**$997,286.01**
1	8" SDR 26 PVC Sewer Pipe (0'-6')	1,298	76.00	76.00	Lin. Ft.	$ 36.63	$ 2,783.88
2	8" SDR 26 PVC Sewer Pipe (6'-8')	1,215	670.00	670.00	Lin. Ft.	$ 43.53	$ 29,165.10
3	8" SDR 26 PVC Sewer Pipe (8'-10')	683	452.00	452.00	Lin. Ft.	$ 50.43	$ 22,794.36
4	8" SDR 26 PVC Sewer Pipe (10'-12')	200	181.00	181.00	Lin. Ft.	$ 57.33	$ 10,376.73
5	15" SDR 26 PVC Sewer Pipe (6'-8')	533			Lin. Ft.	$ 55.90	$ -
6	15" SDR 26 PVC Sewer Pipe (8'-10')	676			Lin. Ft.	$ 62.80	$ -
7	15" SDR 26 PVC Sewer Pipe (10'-12')	488	110.00	617.00	Lin. Ft.	$ 69.70	$ 43,004.90
8	15" SDR 26 PVC Sewer Pipe (12'-14')	601	315.00	315.00	Lin. Ft.	$ 76.60	$ 24,129.00
9	Abandonement of Existing Sewer Line	5,478			Lin. Ft.	$ 4.00	$ -
10	48" Precast Concrete Sewer Manhole (0'-6')	7	1.00	1.00	Each	$ 1,737.11	$ 1,737.11
11	48" Precast Concrete Sewer Manhole (6'-8')	4	2.00	2.00	Each	$ 2,124.66	$ 4,249.32
12	48" Precast Concrete Sewer Manhole (8'-10')	2	2.00	2.00	Each	$ 2,512.20	$ 5,024.40
13	60" Precast Concrete Sewer Manhole (6'-8')	2			Each	$ 4,138.00	$ -
14	60" Precast Concrete Sewer Manhole (8'-10')	3			Each	$ 4,874.00	$ -
15	60" Precast Concrete Sewer Manhole (10'-12')	3		3.00	Each	$ 5,611.00	$ 16,833.00
16	60" Precast Concrete Sewer Manhole (12'-14')	2	3.00	3.00	Each	$ 6,347.00	$ 19,041.00
17	Demolition and Removal of Existing Manhole	2	2.00	3.00	Each	$ 1,000.00	$ 3,000.00
18	Abandonement of Existing Manhole	20	2.00	2.00	Each	$ 1,000.00	$ 2,000.00
19	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	216			Lin. Ft.	$ 10.52	$ -
20	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	1,884	270.00	282.00	Lin. Ft.	$ 14.37	$ 4,052.34
21	8"x8"x6" PVC Tee	42	12.00	12.00	Each	$ 161.00	$ 1,932.00
22	15"x15"x6" PVC Tee	17			Each	$ 393.00	$ -
23	6" PVC Cleanout	56	12.00	13.00	Each	$ 202.00	$ 2,626.00
24	Crushed Aggregate (Size 825)	2,629	664.37	664.37	Ton	$ 49.50	$ 32,886.32
25	Select Fill Material (Class 9, Group C), LVM	8,060	2282.50	3392.50	Cu. Yd.	$ 8.00	$ 27,140.00
26	Concrete Pavement Repair (All Depths)	137			Sq. Yd.	$ 65.00	$ -
27	Asphalt Pavement Repair (All Depths)	5,832			Sq. Yd.	$ 32.45	$ -
28	Concrete Curb & Gutter (Match Existing Type)	145	60.00	60.00	Lin. Ft.	$ 20.00	$ 1,200.00
29	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	428	48.00	48.00	Lin. Ft.	$ 15.00	$ 720.00
30	10" Reinforced Concrete Pipe, Class III, Rubber Gaskets	32			Lin. Ft.	$ 29.25	$ -
31	12" Reinforced Concrete Pipe, Class III, Rubber Gaskets	90	32.00	32.00	Lin. Ft.	$ 29.25	$ 936.00
32	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	178			Lin. Ft.	$ 33.50	$ -
33	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	32			Lin. Ft.	$ 37.50	$ -
34	24" Reinforced Concrete Pipe, Class III, Rubber Gaskets	32			Lin. Ft.	$ 51.50	$ -
35	22"x13" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	32			Lin. Ft.	$ 57.50	$ -
36	29"x18" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	64			Lin. Ft.	$ 64.50	$ -
37	36"x23" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	12			Lin. Ft.	$ 90.61	$ -
38	Class "B" Concrete, Minor Structures	10			Cu. Yd.	$ 1,200.00	$ -
39	Grassing	1			L.S.	$ 5,000.00	$ -
40	Erosion Control	1	5%	25%	L.S.	$ 10,000.00	$ 2,500.00
41	Mobilization	1	50%	100%	L.S.	$ 54,000.00	$ 54,000.00
42	Maintenance of Traffic	1	20%	40%	L.S.	$ 20,000.00	$ 8,000.00
						subtotal	$ 320,131.46

	SITE 7 - EAST 8TH STREET						**$430,573.91**
43	8" SDR 26 PVC Sewer Pipe (0'-6')	40		57.00	Lin. Ft.	$ 36.63	$ 2,087.91
44	8" SDR 26 PVC Sewer Pipe (6'-8')	44		436.00	Lin. Ft.	$ 43.53	$ 18,979.08
45	8" SDR 26 PVC Sewer Pipe (8'-10')	841		854.00	Lin. Ft.	$ 50.43	$ 43,067.22
46	8" SDR 26 PVC Sewer Pipe (10'-12')	927		894.00	Lin. Ft.	$ 57.33	$ 51,253.02
47	Abandonement of Existing Sewer Line	2,305		232.00	Lin. Ft.	$ 4.00	$ 928.00
48	48" Precast Concrete Sewer Manhole (0'-6')	2		1.00	Each	$ 1,737.11	$ 1,737.11
49	48" Precast Concrete Sewer Manhole (6'-8')	3		5.00	Each	$ 2,124.66	$ 10,623.30
50	48" Precast Concrete Sewer Manhole (8'-10')	4		4.00	Each	$ 2,512.20	$ 10,048.80
51	48" Precast Concrete Sewer Manhole (10'-12')	3		5.00	Each	$ 2,900.00	$ 14,500.00
52	Drop Manhole Assembly (All Depths)	1			Each	$ 1,500.00	$ -
53	Demolition and Removal of Existing Manhole	2		3.00	Each	$ 1,200.00	$ 3,600.00
54	Abandonement of Existing Manhole	10		4.00	Each	$ 1,000.00	$ 4,000.00
55	Abandonement of Existing Pump Station	1		1.00	L.S.	$ 15,000.00	$ 15,000.00
56	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	144			Lin. Ft.	$ 10.50	$ -
57	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	1,062		737.00	Lin. Ft.	$ 14.50	$ 10,686.50
58	8"x8"x6" PVC Tee	36		31.00	Each	$ 161.00	$ 4,991.00
59	6" PVC Cleanout	36		34.00	Each	$ 202.00	$ 6,868.00
60	Crushed Aggregate (Size 825)	1,001		833.73	Ton	$ 49.50	$ 41,269.64
61	Select Fill Material (Class 9, Group C), LVM	3,068		1702.50	Cu. Yd.	$ 8.00	$ 13,620.00
62	Concrete Pavement Repair (All Depths)	9		85.28	Sq. Yd.	$ 112.00	$ 9,551.36
63	Asphalt Pavement Repair (All Depths)	2,263			Sq. Yd.	$ 32.45	$ -
64	Concrete Curb & Gutter (Match Existing Type)	95		234.00	Lin. Ft.	$ 25.00	$ 5,850.00
65	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	64			Lin. Ft.	$ 15.00	$ -
66	29"x18" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	32		32.00	Lin. Ft.	$ 64.50	$ 2,064.00
67	End Section, Class III	1		1.00	Each	$ 1,006.00	$ 1,006.00
68	Class "B" Concrete, Minor Structures	1			Cu. Yd.	$ 2,000.00	$ -
69	Grassing	1	25%	50%	L.S.	$ 5,000.00	$ 2,500.00
70	Erosion Control	1	5%	73%	L.S.	$ 10,000.00	$ 7,300.00
71	Mobilization	1		100%	L.S.	$ 43,000.00	$ 43,000.00
72	Maintenance of Traffic	1	10%	78%	L.S.	$ 20,000.00	$ 15,600.00
						subtotal	$ 340,130.94
	SITE 8 - BORE UNDER NS RAILROAD AT EAST 4TH STREET						**$205,105.00**
73	21" DI Sewer Pipe (0'-6')	24	24.00	24.00	Lin. Ft.	$ 145.00	$ 3,480.00
74	24" DI Sewer Pipe (0'-6')	246	16.00	216.00	Lin. Ft.	$ 145.00	$ 31,320.00
75	36" Steel Casing (0.50" WT) (Bored) (Incl: Insurance Bond for Railways)	140		200.00	Lin. Ft.	$ 532.00	$ 106,400.00
76	Abandonement of Existing Sewer Line	250			Lin. Ft.	$ 10.00	$ -
77	72" Precast Concrete Sewer Manhole (6'-8')	1			Each	$ 6,205.00	$ -
78	72" Precast Concrete Sewer Manhole (8'-10')	2	1.00	1.00	Each	$ 6,550.00	$ 6,550.00
79	Abandonement of Existing Manhole	1			Each	$ 1,000.00	$ -
80	Clearing and Grubbing	1		100%	L.S.	$ 10,000.00	$ 10,000.00
81	Grouted RipRap (Size 300) w/ Geotextile Fabric	30			Sq. Yd.	$ 125.00	$ -
82	Grassing	1			L.S.	$ 5,000.00	$ -
83	Erosion Control	1			L.S.	$ 10,000.00	$ -
84	Mobilization	1		100%	L.S.	$ 8,000.00	$ 8,000.00
						subtotal	$ 165,750.00

Percent Complete: 51%
Time Elapsed to date: 65%

Total Earned - Regular Work	$ 826,012.39
Less 10% Retainage	$ 82,601.24
Stored Materials	
Total Due - Regular Work	$ 743,411.15
Less Previous Payments	$ 528,725.34
Net Amount Due This Estimate	$ 214,685.81
Less Deductions	$ -
Net Payment Due	$ 214,685.81

CERTIFIED CORRECT:
Shows, Dearman & Waits, Inc.

Project Engineer

APPROVED:

OWNER

sdw

Engineering Progress

July 31, 2013

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

Attn: Bert Kuyrkendall

Re: **Comprehensive Water Improvements Phase I**
City of Hattiesburg

Dear Bert,

Enclosed please find Pay Estimate No. 2 in the amount of $132,811.89 for the above referenced project.

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

enclosure

cc: Tony McClendon, SDW
C.B. Developers

094695. 7245.50
MB 2013-1/41

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

G:\PROJECTS\Hattiesburg_City Of\1273-W004 - Comprehensive Water Improvements - Phase I\Corres\1273W004_Hattiesburg_Pay Estimate 2.Docx

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

Date: July 31, 2013

Project: Comprehensive Water Improvements Phase I

Contractor: CB Developers, Inc.
1716 Evelyn Gandy Pkw., Hattiesburg, MS 39401

Pay Estimate No.: Two (2)

Pay Period: June 27, 2013 to July 26, 2013

Item No.	Item Description	Total Quantities On Cont	Allowed This	Allowed To Date	Unit	Unit Price	Amount
						CONTRACT TOTAL:	$ 433,213.65
	Site 1 - Eva Street & South 17th Avenue						
1	8" Class 350 Ductile Iron Water Pipe (Open Cut)	1,025	1,025	1,025	LF	$27.57	$ 28,259.25
2	8" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	160	160	160	LF	$44.36	$ 7,097.60
3	14" Steel Casing, 0.25" WT (Bored)	60	60	60	LF	$80.65	$ 4,839.00
4	Tie-In: Proposed 8" to Existing 10" (Hot Tap w/ Valve Assembly)	1	1	1	EA	$4,800.00	$ 4,800.00
5	Tie-In: Proposed 8" to Existing 6" (Hot Tap w/ Valve Assembly)	1	1	1	EA	$4,200.00	$ 4,200.00
6	Tie-In: Existing 2" to Existing 6" (Hot Tap w/ Valve Assembly)	1	1	1	EA	$1,424.00	$ 1,424.00
7	8" Gate Valve	3	3	3	EA	$1,080.00	$ 3,240.00
8	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	2	2	2	EA	$3,120.00	$ 6,240.00
9	Service Tubing (Bored) (Size Varies to 1 1/2")	150	180	180	LF	$9.00	$ 1,620.00
10	Service Connection (Incl: Service Tubing, Tapping Saddle, Corp Stop, etc)	21	15	15	EA	$324.00	$ 4,860.00
11	Select Fill Material (Class 9, Group C), LVM	16	15	16	CY	$29.00	$ 464.00
12	Concrete Pavement Repair (All Depths)	24	24	24	SY	$59.00	$ 1,416.00
13	Asphalt Pavement Repair (All Depths)	10	10	10	SY	$230.00	$ 2,300.00
14	Temporary Erosion Control	1	1	1	LS	$1,800.00	$ 1,800.00
15	Grassing	1	1	1	LS	$3,550.00	$ 3,550.00
16	Mobilization	1	1	1	LS	$10,000.00	$ 10,000.00
17	Maintenance of Traffic	1	1	1	LS	$3,000.00	$ 3,000.00
						Subtotal	$ 89,109.85
	Site 3 - Fredna Street						
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,510	130	130	LF	$22.05	$ 2,866.50
2	6" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	410	190	190	LF	$33.23	$ 6,313.70
3	8" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	40			LF	$64.00	$ -
4	12" Steel Casing, 0.25" WT (Bored)	80	40	40	LF	$65.00	$ 2,600.00
5	Tie-In: Proposed 6" to Existing 6" (Hot Tap w/ Valve Assembly)	4			EA	$3,952.00	$ -
6	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	2			EA	$3,072.00	$ -
7	Service Tubing (Bored) (Size Varies to 1 1/2")	480			LF	$9.00	$ -
8	Service Connection (Incl: Service Tubing, Tapping Saddle, Corp Stop, etc)	29			EA	$319.00	$ -
9	Select Fill Material (Class 9, Group C), LVM	49			CY	$29.00	$ -
10	Concrete Pavement Repair (All Depths)	51			SY	$59.00	$ -
11	Asphalt Pavement Repair (All Depths)	57			SY	$76.00	$ -
12	Concrete Curb & Gutter (Match Existing Type)	20			LF	$59.00	$ -
13	Temporary Erosion Control	1			LS	$1,200.00	$ -
14	Grassing	1			LS	$3,550.00	$ -
15	Mobilization	1	1	1	LS	$8,300.00	$ 8,300.00
16	Maintenance of Traffic	1			LS	$1,800.00	$ -
						Subtotal	$ 20,080.20
	Site 5 - South 40th Avenue						
1	12" Class 350 Ductile Iron Water Pipe (Open Cut)	820			LF	$38.99	$ -
2	12" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	20			LF	$74.15	$ -
3	Tie-In: Proposed 12" to Existing 12" (Straight Connection w/ fittings)	1			EA	$1,900.00	$ -
4	Tie-In: Proposed 12" to Existing 8" (Tee & other fittings)	1			EA	$3,000.00	$ -
5	8" Gate Valve	1			EA	$1,110.00	$ -
6	12" Gate Valve	2			EA	$1,940.00	$ -
7	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	1			EA	$3,400.00	$ -
8	Service Connection (Incl: Service Tubing, Tapping Saddle, Corp Stop, etc)	2			EA	$380.00	$ -
9	Temporary Erosion Control	1			LS	$1,200.00	$ -
10	Grassing	1			LS	$3,000.00	$ -
11	Mobilization	1			LS	$7,652.00	$ -
12	Maintenance of Traffic	1			LS	$1,766.00	$ -
						Subtotal	

	Site 6 - Edwards Street						
1	8" Class 350 Ductile Iron Water Pipe (Open Cut)	100	1,594	1,594	LF	$32.00	$ 51,008.00
2	12" Class 350 Ductile Iron Water Pipe (Open Cut)	1,120	1,004	1,004	LF	$40.31	$ 40,471.24
3	12" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	40			LF	$67.50	$ -
4	16" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	180	280	280	LF	$117.50	$ 32,900.00
5	14" Steel Casing, 0.25" WT (Bored)	40	40	40	LF	$97.00	$ 3,880.00
6	18" Steel Casing, 0.25" WT (Bored)	40	40	40	LF	$126.50	$ 5,060.00
7	Tie-In: Proposed 12" to Existing 20" (Hot Tap w/ Valve Assembly)	1			EA	$9,600.00	$ -
8	Tie-In: Proposed 12" to Proposed 12" (Tee & other fittings)	1	1	1	EA	$1,800.00	$ 1,800.00
9	Tie-In: Proposed 12" to Proposed 8" (Tee & other fittings)	1	2	2	EA	$1,600.00	$ 3,200.00
10	Tie-In: Proposed 12" to Existing 6" (Tee & other fittings)	1			EA	$2,400.00	$ -
11	Tie-In: Proposed 8" to Existing 8" (Hot Tap w/ Valve Assembly)	1			EA	$4,800.00	$ -
12	Tie-In: Existing 2" to Proposed 12" (Hot Tap w/ Valve Assembly)	2			EA	$1,950.00	$ -
13	8" Gate Valve	1	5	5	EA	$1,100.00	$ 5,500.00
14	12" Gate Valve	5	5	5	EA	$1,950.00	$ 9,750.00
15	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	3	4	4	EA	$3,300.00	$ 13,200.00
16	Service Connection (Incl: Service Tubing, Tapping Saddle, Corp Stop, etc)	2	10	10	EA	$380.00	$ 3,800.00
17	Select Fill Material (Class 9, Group C), LVM	1,001	15	15	CY	$10.00	$ 150.00
18	Concrete Pavement Repair (All Depths)	72			SY	$59.00	$ -
19	Asphalt Pavement Repair (All Depths)	151			SY	$57.00	$ -
20	Temporary Erosion Control	1			LS	$1,200.00	$ -
21	Grassing	1			LS	$3,600.00	$ -
22	Mobilization	1	1	1	LS	$8,900.00	$ 8,900.00
23	Maintenance of Traffic	1	1	1	LS	$3,000.00	$ 3,000.00
						Subtotal	$182,619.24
						TOTAL	$291,809.29

Percent Complete	67%
Elapsed Time	99%

Total Earned - Regular Work	$ 291,809.29
Less 10% Retainage	$ 29,180.93
Stored Materials	$ 26,205.53
Total Due - Regular Work	$ 288,833.89
Less Previous Payments	$ 156,022.00
Net Amount Due This Estimate	$ 132,811.89
Less Deductions	$ -
Net Payment Due	$ 132,811.89

CERTIFIED CORRECT:
Shows, Dearman & Waits, Inc.

Project Engineer

APPROVED:

OWNER

Comprehensive Water Improvements - Phase I
Stored Materials
Pay Estimate No. 2

Item No.	Item Descripti	Quantity	Unit Price	Amount
1	12" Ductile Iron Pipe	996	$ 20.99	$ 20,906.04
2	Service Tubing	1160	$ 0.27	$ 313.20
3	12" CL350 Caps	2	$ 90.72	$ 181.44
4	12" CL 350 45 ELL	6	$ 228.06	$ 1,368.36
5	12" x 8" CL 35 Tee	1	$ 279.25	$ 279.25
6	21.60 x 12 A Tapping Sle	1	$ 1,965.53	$ 1,965.53
7	8'x8' Tapping Sleeve	1	$ 559.60	$ 559.60
8	6'x6' Tapping Sleeve	1	$ 356.11	$ 356.11
9	24" Valve Box Pad	23	$ 12.00	$ 276.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Total	$ 26,205.53

sdw

Engineering Progress

August 2, 2013

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

Attn: Bert Kuyrkendall, P.E.

Re: **Sewer Phase 2 - ComSWIP**
City of Hattiesburg

Dear Mr. Kurykendall,

Enclosed please find Pay Estimate No. 6 in the amount of $62,452.16 for the above referenced project.

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

enclosure

cc: Steve Tingle
Hensley R. Lee Contracting

@ 094695. 7220.50
MB 2012-1/422

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

G:\PROJECTS\Hattiesburg_City Of\1273-S002 - Comprehensive Sewer Improvements - Phase II\Corres\1273S002_Hattiesburg_Pay Estimate 6.Docx

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

Date: 8/1/13

Project: Comprehensive Sewer Improvements Phase II
City of Hattiesburg
Contractor: Hensley R. Lee Contracting Inc.
311 Acorn St. Picayune, MS 39466
Pay Estimate No.: Six (6)

Pay Period: 6/27/13-7/26/13

Item No.	Item Description	Quantities			Unit	Unit Price	Amount
		On Cont. Price Est.	Allowed This Period	Allowed To Date			
							$1,485,051.50
	SITE 2 - CORRINE STREET						$334,348.00
1	8" SDR 26 PVC Sewer Pipe (6'-8')	614			LF	$ 26.00	$ -
2	8" SDR 26 PVC Sewer Pipe (8'-10')	12			LF	$ 28.00	$ -
3	10" SDR 26 PVC Sewer Pipe (6'-8')	80		37.00	LF	$ 28.00	$ 1,036.00
4	10" SDR 26 PVC Sewer Pipe (8'-10')	308	101.00	166.00	LF	$ 31.00	$ 5,146.00
5	10" SDR 26 PVC Sewer Pipe (10'-12')	298	151.00	151.00	LF	$ 35.00	$ 5,285.00
6	10" SDR 26 PVC Sewer Pipe (12'-14')	259	223.00	223.00	LF	$ 41.00	$ 9,143.00
7	12" SDR 26 PVC Sewer Pipe (0'-6')	474		369.00	LF	$ 28.00	$ 10,332.00
8	12" SDR 26 PVC Sewer Pipe (6'-8')	90		125.00	LF	$ 32.00	$ 4,000.00
9	10" DR 11 HDPE Sewer Pipe (Directional Bore)(All Depths)	521		521.00	LF	$ 150.00	$ 78,150.00
10	48" Precast Concrete Sewer Manhole (0'-6')	1		1.00	EA	$ 1,700.00	$ 1,700.00
11	48" Precast Concrete Sewer Manhole (6'-8')	4		1.00	EA	$ 1,900.00	$ 1,900.00
12	48" Precast Concrete Sewer Manhole (8'-10')	2			EA	$ 2,200.00	$ -
13	48" Precast Concrete Sewer Manhole (10'-12')	1	1.00	1.00	EA	$ 2,700.00	$ 2,700.00
14	48" Precast Concrete Sewer Manhole (12'-14')	2			EA	$ 3,000.00	$ -
15	60" Precast Concrete Sewer Manhole (0'-6')	1	1.00	1.00	EA	$ 3,200.00	$ 3,200.00
16	Drop Manhole Assembly (All Depths)	6			EA	$ 800.00	$ -
17	Demolition and Removal of Existing Manhole	10	3.00	5.00	EA	$ 500.00	$ 2,500.00
18	Demolition and Removal of Existing Grinder Station	1			LS	$ 1,000.00	$ -
19	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	805	380.00	519.50	LF	$ 12.00	$ 6,234.00
20	8"x8"x6" PVC Tee	5			EA	$ 175.00	$ -
21	10"x10"x6" PVC Tee	9	7.00	9.00	EA	$ 230.00	$ 2,070.00
22	12"x12"x6" PVC Tee	3		6.00	EA	$ 275.00	$ 1,650.00
23	6" PVC Cleanout	12	9.00	14.00	EA	$ 310.00	$ 4,340.00
24	Crushed Aggregate (Size 825)	735	185.71	202.23	Ton	$ 35.00	$ 7,078.05
25	Select Fill Material (Class 9, Group C), LVM	2,251	1093.55	2269.05	CY	$ 12.00	$ 27,228.60
26	Concrete Pavement Repair (All Depths)	10			SY	$ 30.00	$ -
27	Asphalt Pavement Repair (All Depths)	1,670			SY	$ 22.00	$ -
28	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	328			LF	$ 8.00	$ -
29	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	32			LF	$ 32.00	$ -
30	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	96			LF	$ 34.00	$ -

31	24" Reinforced Concrete Pipe, Class III, Rubber Gaskets	160	-		LF	$ 42.00	$ -
32	30" Reinforced Concrete Pipe, Class III, Rubber Gaskets	40			LF	$ 55.00	$ -
33	Class "B" Concrete, Minor Structures	7			CY	$ 250.00	$ -
34	Grassing	1			LS	$ 2,500.00	$ -
35	Erosion Control	1			LS	$ 2,500.00	$ -
36	Mobilization	1		100%	LS	$ 15,000.00	$ 15,000.00
37	Maintenance of Traffic	1	16%	57%	LS	$ 10,000.00	$ 5,700.00
						subtotal	$ 194,392.65

	SITE 3 - COUNTY ROAD						$217,315.00
38	8" SDR 26 PVC Sewer Pipe (0'-6')	70		94.00	LF	$ 23.00	$ 2,162.00
39	8" SDR 26 PVC Sewer Pipe (6'-8')	577		514.00	LF	$ 24.00	$ 12,336.00
40	8" SDR 26 PVC Sewer Pipe (8'-10')	281		267.00	LF	$ 26.00	$ 6,942.00
41	8" SDR 26 PVC Sewer Pipe (10'-12')	345		478.00	LF	$ 30.00	$ 14,340.00
42	8" SDR 26 PVC Sewer Pipe (12'-14')	365		240.00	LF	$ 36.00	$ 8,640.00
43	8" SDR 26 PVC Sewer Pipe (14'-16')	161		158.00	L.F.	$ 43.00	$ 6,794.00
44	48" Precast Concrete Sewer Manhole (0'-6')	1		1.00	EA	$ 1,500.00	$ 1,500.00
45	48" Precast Concrete Sewer Manhole (6'-8')	2		2.00	EA	$ 1,800.00	$ 3,600.00
46	48" Precast Concrete Sewer Manhole (8'-10')	1		1.00	EA	$ 2,100.00	$ 2,100.00
47	48" Precast Concrete Sewer Manhole (10'-12')	1		1.00	EA	$ 2,500.00	$ 2,500.00
48	48" Precast Concrete Sewer Manhole (14'-16')	1		1.00	EA	$ 2,800.00	$ 2,800.00
49	Drop Manhole Assembly (All Depths)	2			EA	$ 800.00	$ -
50	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	610		546.00	LF	$ 11.00	$ 6,006.00
51	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	456		536.00	LF	$ 12.00	$ 6,432.00
52	8"x8"x6" PVC Tee	22		22.00	EA	$ 175.00	$ 3,850.00
53	6" PVC Cleanout	22		27.00	EA	$ 310.00	$ 8,370.00
54	Crushed Aggregate (Size 825)	802		789.94	Ton	$ 35.00	$ 27,647.90
55	Select Fill Material (Class 9, Group C), LVM	2,457	17.50	916.50	CY	$ 12.00	$ 10,998.00
56	Concrete Pavement Repair (All Depths)	0			SY	$ 30.00	$ -
57	Asphalt Pavement Repair (All Depths)	1,820			SY	$ 22.00	$ -
58	Demolition and Removal of Concrete Headwall	1		1.00	EA	$ 750.00	$ 750.00
59	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	92		68.00	LF	$ 8.00	$ 544.00
60	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	68		64.00	LF	$ 32.00	$ 2,048.00
61	18"x11" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	24			LF	$ 20.00	$ -
62	15" Reinforced Concrete Pipe, Flared End Section, Class III	1		1.00	EA	$ 200.00	$ 200.00
63	Class "B" Concrete, Minor Structures	1			CY	$ 250.00	$ -
64	Grassing	1			LS	$ 2,500.00	$ -
65	Temporary Erosion Control	1			LS	$ 2,500.00	$ -
66	Mobilization	1		100%	LS	$ 15,000.00	$ 15,000.00
67	Maintenance of Traffic	1		68%	LS	$ 5,000.00	$ 3,400.00
						subtotal	$ 148,959.90

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

	SITE 6 - COUNTRY CLUB ROAD						$625,957.50
105	6" SDR 26 PVC Sewer Pipe (6'-8')	11		11.00	LF	$ 15.00	$ 165.00
106	8" SDR 26 PVC Sewer Pipe (0'-6')	934		1115.50	LF	$ 23.00	$ 25,656.50
107	8" SDR 26 PVC Sewer Pipe (6'-8')	1,674		1616.00	LF	$ 24.00	$ 38,784.00
108	8" SDR 26 PVC Sewer Pipe (8'-10')	721		587.00	LF	$ 26.00	$ 15,262.00
109	8" SDR 26 PVC Sewer Pipe (10'-12')	1,566		1612.00	LF	$ 30.00	$ 48,360.00
110	10" SDR 26 PVC Sewer Pipe (8'-10')	131		130.00	LF	$ 29.50	$ 3,835.00
111	10" SDR 26 PVC Sewer Pipe (10'-12')	854		846.00	LF	$ 33.00	$ 27,918.00
112	Abandonement of Existing Sewer Line	4,594		2486.00	LF	$ 4.00	$ 9,944.00
113	48" Precast Concrete Sewer Manhole (0'-6')	9		11.00	EA	$ 1,500.00	$ 16,500.00
114	48" Precast Concrete Sewer Manhole (6'-8')	5		4.00	EA	$ 1,800.00	$ 7,200.00
115	48" Precast Concrete Sewer Manhole (8'-10')	2		1.00	EA	$ 2,100.00	$ 2,100.00
116	48" Precast Concrete Sewer Manhole (10'-12')	6		6.00	EA	$ 2,500.00	$ 15,000.00
117	72" Precast Concrete Sewer Manhole (18'-20')	1		1.00	EA	$ 20,000.00	$ 20,000.00
118	Drop Manhole Assembly (All Depths)	5			EA	$ 800.00	$ -
119	Demolition and Removal of Existing Manhole	5		2.00	EA	$ 500.00	$ 1,000.00
120	Abandonement of Existing Manhole	13		14.00	EA	$ 750.00	$ 10,500.00
121	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	100		96.00	LF	$ 11.00	$ 1,056.00
122	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	1,872		1914.00	LF	$ 12.00	$ 22,968.00
123	8"x8"x6" PVC Tee	59		67.00	EA	$ 175.00	$ 11,725.00
124	10"x10"x6" PVC Tee	10		11.00	EA	$ 230.00	$ 2,530.00
125	6" PVC Cleanout	58		75.00	EA	$ 310.00	$ 23,250.00
126	Crushed Aggregate (Size 825)	2,021		2915.52	Ton	$ 35.00	$ 102,043.20
127	Select Fill Material (Class 9, Group C), LVM	6,192	142.50	3539.92	CU	$ 12.00	$ 42,479.04
128	Concrete Pavement Repair (All Depths)	23	122.10	122.10	SY	$ 30.00	$ 3,663.00
129	Asphalt Pavement Repair (All Depths)	6,170		9485.88	SY	$ 22.00	$ 208,689.36
130	Concrete Curb & Gutter (Match Existing Type)	35			LF	$ 25.00	$ -
131	Demolition and Removal of Concrete Headwall	1			EA	$ 750.00	$ -
132	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	146			LF	$ 8.00	$ -
133	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	80			LF	$ 32.00	$ -
134	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	30			LF	$ 34.00	$ -
135	22"x13" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	36			LF	$ 40.00	$ -
136	22"x13" Reinforced Concrete Arch Pipe, Flared End Section, Class III	1			EA	$ 950.00	$ -
137	Class "B" Concrete, Minor Structures	2			CY	$ 250.00	$ -
138	Concrete Paved Ditch (4" Depth)	3			SY	$ 45.00	$ -
139	Grassing	1			LS	$ 2,500.00	$ -
140	Erosion Control	1			LS	$ 2,500.00	$ -
141	Mobilization	1		100%	LS	$ 15,000.00	$ 15,000.00
142	Maintenance of Traffic	1		95%	LS	$ 5,000.00	$ 4,750.00
						subtotal	$ 680,378.10

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

Percent Complete: 69%

Time Elapsed to date: 89%

Total Earned - Regular Work	$	1,023,730.65
Less 10% Retainage	$	102,373.07
Stored Materials	$	30,949.38
Total Due - Regular Work	$	952,306.97
Less Previous Payments	$	889,854.80
Net Amount Due This Estimate	$	62,452.16
Less Deductions	$	-
Net Payment Due	$	62,452.16

CERTIFIED CORRECT:

Shows, Dearman & Waits, Inc.

Project Engineer

APPROVED:

OWNER

SANITARY SEWER SCHEDULE

PROJECT Hattiesburg sewer rehab phase II

START DATE January 29,2013

HRL Contracting

COMEPLETION DATE August 17,2013

SITE	STREET	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
3	COUNTY RD												
	CEDAR												

Comprehensive Sewer Improvements - Phase II
City of Hattiesburg
Stored Materials

Pay Estimate: No.6

Item No.	Item Description	Quantity	Unit Price	Amount
1	8" SDR 26 PVC Sewer Pipe	1147	$ 3.88	$ 4,450.36
2	10" SDR 26 PVC Sewer Pipe	2349	$ 6.09	$ 14,305.41
3	6" SDR 26 PVC Sewer Pipe	318	$ 2.15	$ 683.70
4	Precast Concrete Manholes	1		$ 11,509.91
5				$ -
6				$ -
7				$ -
8				$ -
9				$ -
10				$ -
11				$ -
12				$ -
13				$ -
14				$ -
15				$ -
16				$ -
17				$ -
18				$ -
				$ 30,949.38

Precast Manholes

SMH #1=	$ 1,758.73
SMH #2=	$ 2,043.74
SMH #3=	$ 1,385.74
SMH #4=	$ 1,262.74
SMH #5=	$ 1,127.74
SMH #6=	$ 1,165.74
SMH #7=	$ 1,224.74
SMH #8=	$ 1,540.74
TOTAL:	$ 11,509.91

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

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

CITY OF HATTIESBURG, MISSISSIPPI

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

City of Hattiesburg, MS

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

Master

File Number: 2013-0521

File ID:	2013-0521	**Type:** Resolution	**Status:** Passed
Version:	1	**Reference:**	**In Control:** City Council
			File Created: 08/14/2013
Brief Title:	Resolution suspending - MDA -Home Programs		**Final Action:** 08/20/2013
			Minute Book Number: MB2013-231

Title:

Adopt a Resolution suspending the application of the requirements of The Land Development Code for properties to be repaired, rehabilited and/or reconstructed by the funds made available to the applicants in the City of Hattiesburg from the Mississippi Development Authority (MDA) Neighborhood Home Program (NHP).

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Resolution, Exhibit A and MDA Housing Action Plan.pdf, executed Resolution, Exhibit A and MDA Housing Action Plan RES2013-77	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Tamika Paige	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt Resolution suspending the application of the requirements of The Land Development Code for properties to be repaired, rehabilitated and/or reconstructed by the funds made available to the applicants in the City of Hattiesburg from the Mississippi Development Authority (MDA) Neighborhood Home Program (NHP).

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 2013-0521

Title

Adopt a Resolution suspending the application of the requirements of The Land Development Code for properties to be repaired, rehabilited and/or reconstructed by the funds made available to the applicants in the City of Hattiesburg from the Mississippi Development Authority (MDA) Neighborhood Home Program (NHP).

Summary

Resolution suspending - MDA -Home Programs

A RESOLUTION SUSPENDING THE APPLICATION OF THE REQUIREMENTS OF THE LAND DEVELOPMENT CODE FOR PROPERTIES TO BE REPAIRED, REHABILITATED AND/OR RECONSTRUCTED BY FUNDS MADE AVAILABLE TO APPLICANTS IN THE CITY OF HATTIESBURG FROM THE MISSISSIPPI DEVELOPMENT AUTHORITY (MDA) NEIGHBORHOOD HOME PROGRAM (NHP)

WHEREAS, funds have been made available to certain homeowners and residents of the City of Hattiesburg from the Mississippi Development Authority, (MDA), Katrina Disaster Assistance Program, Long Term Workforce Housing Action Plan, Amendment 6, Modification # 3, Unmet Needs (10-19-13) to create a new program "Neighborhood Home Program (NHP)". These funds are designed to repair, rehabilitate and/or reconstruct qualifying residential housing structures within the City of Hattiesburg damaged by Hurricane Katrina in August, 2005, and

WHEREAS, many of the NHP qualifying residential properties, that were damaged in Hurricane Katrina in August 2005, were built prior to the adoption of the Land Development Code and their present existence would not meet all of the technical requirements of the Land Development Code, and some of the properties would be a non-conforming use of said properties because of their zoning, and

WHEREAS, the residents of said properties desire to continue to use said property as their primary residence and further desire to repair, rehabilitate and/or reconstruct said property to improve its conditions and/or to make it habitable, and

WHEREAS, it would be in the best interest of the City of Hattiesburg for said residential properties to be repaired, rehabilitated and/or reconstructed and it would be necessary for multiple variances to be granted to certain property owners to comply with the requirements of the Land Development Code which may result in delays in the repair, rehabilitation and/or reconstruction of said properties and the loss of the use of MDA funds available to the City of Hattiesburg and the property owners,

NOW THEREFORE BE IT RESOLVED that the Land Development Code Ordinance 2330, As Amended of the City of Hattiesburg for the application of NHP qualifying properties that are being repaired, rehabilitated and/or reconstructed as the primary residential structures of the home owners with the use of MDA Katrina Neighborhood Home Program funds, be, and it is hereby suspended and variances granted to said property owners as may be necessary to permit the repair, rehabilitation and/or reconstruction to said properties and as determined by the applicable department of the City of Hattiesburg.

BE IT FURTHER RESOLVED that the suspension of the Land Development Code regulations applicable to said properties (See Exhibit A) shall remain in effect for a period of twelve (12) months from and after the date of adoption of this resolution and shall automatically expire without further action of City of Hattiesburg unless the same is extended by the Hattiesburg City Council.

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

Yeas: Nays:

The president hereby declared the motion carried and the Resolution adopted and approved on this, the _____, day of _____, A.D., 2013.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor this, the _____ day of _____, A.D., 2013.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

EXHIBIT A

George Perry	188 Old Airport Road
Vetter McNair	513 Perry Street
Joel Anderson	1615 James Street
Dorothy Smith	916 Roby Street
Horace May	801 New Orleans Street
Werd Seuow, Jr.	1014 Elizabeth Avenue
Ranzel Longino	206 Gulfport Street
Margaret Sumlin	108 Klondyke Street
Charles Dawkins	1207 Dewey Street
Kim McBride	1103 Country Club Rd.
Mary Williams	510 East 10th Street
Perry Todd	520 East 7th Street
Larry Taylor	618 Poplar Row
Rosetta Watts	519 Short 8th Street
Betty Gibson	214 Gussie Street
Freedy Adams	907 Julian Street
Edward Floyd	512 Clark Street
Mildred Booth	208 Matthew Street
Nancy Carter	110 Chambliss Drive
Janice Jones	1700 Lincoln Road
Angela Davis	1016 Franklin Street
Allison McCarty	311 County Dr.
Lula Reedy	705 Milton Barnes Ave.
Jo Ann Conner	520 Fergurson Alley
William Brown	709 Alpha Street



Mississippi Development Authority

Katrina Disaster Assistance Program

Long Term Workforce Housing Action Plan

Amendment 6
Modification # 3
Unmet Needs

CDBG Disaster Recovery Program

October 29, 2010

Long Term Workforce Housing Action Plan
Amendment 6 – Modification 3
Date: October 29, 2010

Background and Scope

The Mississippi Development Authority (MDA) submits this Substantial Modification 3 to the final Long Term Workforce Housing Program (LTWH) Action Plan Amendment 6 that was approved by HUD on June 23, 2008. A copy of the LTWH Action Plan Amendment 6 and all modifications to it in English, Spanish and Vietnamese can be found at http://www.msdisasterrecovery.com/index.php?option=com_content&view=article&id=9&Itemid=65&lang=us.

MDA has determined that this change does represent a substantial modification to the LTWH Action Plan requiring public comment and formal submission to HUD. The nature, purpose, and scope of the LTWH Action Plan remain the same subsequent to the modification. However, the direct beneficiaries are expanded to include the following: (1) the 4,415 cases identified through the "Unmet Housing Needs Data Collection Project;" and (2) in the counties of Hancock, Harrison, Jackson, Pearl River, Stone, George, Lamar, Forrest and Jones, those households who are included on the following lists: (a) households existing on State of Mississippi lists of applicants turned down for prior MDA assistance solely based on wind damage issues from Hurricane Katrina; (b) households found in "Closed, No Resources" cases in the CAN database from Katrina Aid Today; (c) households in 2005 FEMA data collected cases on home repair or displaced from home immediately following the Hurricane Katrina; and (d) household information gathered by the Mississippi Case Management Consortium "Adopt a Katrina Family" program. This substantial modification will not negatively impact other potential beneficiaries presently included in the LTWH Action Plan.

This modification creates the new "Neighborhood Home Program" under LTWH which is designed to provide the eligible activities of home repair, rehabilitation, and reconstruction for those eligible households which have previously unmet Katrina related housing needs, as well as rental assistance provided to a limited number of households, as more fully outlined below under "Amendment Details."

Since the approval of LTWH, the State of Mississippi and MDA have continued to evaluate housing needs on the Mississippi Gulf Coast as a result of Hurricane Katrina. The "Unmet Housing Needs Data Collection Project" (the "Project") was created to identify residents within Hancock, Harrison, Jackson, Pearl River, Stone, George, Lamar, Forrest and Jones Counties who suffered damage from Hurricane Katrina and whose homes needed repairs because of the hurricane damage. A variety of public and private agencies serving residents impacted by Hurricane Katrina submitted unmet needs information to MDA. This information was compiled and cases were referred to MDA (through a LTWH subrecipient) for the creation of a list of

4,415 cases where residents have contacted a public or private agency for assistance with housing needs arising from damage caused by Hurricane Katrina that are currently unmet. Contributing public and private agencies are listed on Exhibit "A" attached.

MDA, the Mississippi Center for Justice and HUD have reviewed this list of cases, conducted sampling to test the results, and have identified a universe of 4,415 remaining cases to be examined for the existence and treatment of unmet housing repair needs. The majority of these residents have been determined to be elderly or disabled and to have incomes less than 80% of the area median income. This existing study of unmet housing repair needs includes various coastal counties identified by the public and private agencies. A total amount of $92,863,767 in funds will be available for this aspect of the program.

To further assure that all previously unmet housing needs are identified for evaluation and eligibility, an additional outreach effort agreed to by the State and HUD will be completed by January 15, 2011. This outreach effort will consist of a paid media campaign through radio, television and newspaper advertising promoting the "Neighborhood Home Program," describing eligibility criteria, potential benefits, service center locations, website information, and telephone numbers. In addition, there will be direct distribution of all "Neighborhood Home Program" print material (consisting of flyers giving eligibility criteria, possible benefits, deadlines, contact information and service center locations; application materials; and the guidebooks) through community based outreach organizations. Finally, a website will also be launched containing all information and material. All of the outreach material will clearly provide potential beneficiaries with the parameters of the "Neighborhood Home Program," the criteria for eligibility, potential benefits to applicants, all deadlines for submission of applications, the locations of all service centers, and the contact information for the program. The additional outreach effort will be carried out within Hancock, Harrison, Jackson, Pearl River, Stone, George, Lamar, Forrest and Jones Counties only. Again, this outreach effort will end on January 15, 2011. MDA will provide funding for this outreach effort.

Application intake for this program will be open until the fixed date of January 31, 2011, with partial application treated as adequate to meet the deadline. Any funds necessary to meet any additional needs identified by this outreach effort will be drawn from a $40,000,000 reserve fund of CDBG money.

As set forth previously, households eligible for the Neighborhood Home Program will consist of:

1. The 4,415 cases previously identified; and
2. Households within Hancock, Harrison, Jackson, Pearl River, Stone, George, Lamar, Forrest and Jones Counties to be identified through the additional outreach effort described above and which are no more than 80% of Area Median Income (AMI), emphasizing those determined to be elderly or disabled, with an exception created to

address those households above 80% AMI but below 120% AMI that meet one of the following criteria: (1) the household has unmet reconstruction/repair needs of more than $50,000 and does not have more than $25,000 in liquid assets excluding reasonable qualified retirement accounts, (2) households that have monthly fixed expenses which exceed 90% of net income, or (3) households which have incurred a medical or other similar one-time necessary expense in the year prior to the date of their application consisting of more than 25% of their yearly net income.

A total amount of $132,863,767 from various sources is designated for the "Neighborhood Home Program." In this regard, there will be a total commitment of $101,571,267 in Katrina CDBG funds to the program. Presently, $295.7 million of the $350 million LTWH allocation is obligated to various LTWH projects. Out of these existing LTWH projects, $30 million will be dedicated to the "Neighborhood Home Program:" $10 million from the Pearl River Valley Opportunity housing repair and rehabilitation project and $20 million from the Mississippi Emergency Management Agency's "Mississippi Alternative Housing Pilot Program" ("Katrina Cottage" project). It is anticipated that these unspent project dollars will remain with the awarded entities but dedicated to the purposes of the "Neighborhood Home Program." In addition, $31,571,267 of presently unobligated LTWH funds will be committed to the program, resulting in a total obligation of $61,571,267 in LTWH Katrina CDBG funds to this new initiative.

In addition to the $61,571,267, $40 million dollars in CDBG funds will be maintained in a reserve to cover over subscriptions, if any, in the "Neighborhood Home Program." This reserve consists of approximately $20 million of remaining unobligated LTWH funds and $20 million from the Homeowners Assistance Program Phase II. Thus, there will be a total designation of $101,571,267 in Katrina CDBG funds to the Neighborhood Home Program.

In addition to the commitment of Katrina CDBG funding for the program, an additional infusion of funds will come from two other sources; $30 million from the Mississippi Emergency Management Agency's non-CDBG funds in its "Mississippi Alternative Housing Pilot Program" and $1,292,500 of private dollars from the Gulf Coast Renaissance Corporation. Thus, the "Neighborhood Home Program" will be funded as follows:

	Katrina CDBG Funds	Other Funding Sources	Total
Unmet Needs	$61,571,267	$31,292,500	$92,863,767
Reserve Fund	$40,000,000		$40,000,000
Total By Category	$101,571,267	$31,292,500	$132,863,767

Duplication of Benefits Policy

Eligible households under the "Neighborhood Home Program" may have previously received assistance from other sources which was either inadequate to address and/or was not intended to address housing needs. Under the requirements of "The Robert T. Stafford Disaster Assistance and Emergency Relief Act" (42 U.S.C. 5121, et seq.), as interpreted and applied by HUD, MDA must take into account certain aid received by the household in determining the amount of assistance which can be granted. Based upon recent HUD guidance in making determinations of unmet housing needs, MDA will undergo a fact-specific inquiry to be applied on an individual basis to exclude any non-housing specific amounts used for other purposes in its duplication of benefits analysis. Homeowner Assistance Program funds and non-housing funds expended for legitimate Katrina-recovery needs will not be deducted for purposes of duplication of benefits calculations. Such inquiries will be clearly documented on a case by case basis by MDA, its grant assignees, and/or contractors.

Amendment Details

Pursuant to this amendment, MDA is creating the "Neighborhood Home Program" under the LTWH Action Plan, a housing repair/rehabilitation program with a rental assistance component to address previously unmet Katrina related housing needs with the following eligibility criteria:

Eligible households for consideration under the program will only include:

- Existing State lists of applicants turned down for prior MDA assistance solely based on wind damage issues;
- "Closed, No Resources" cases in the CAN database from Katrina Aid Today;
- 2005 FEMA data collected cases on home repair or displaced from home immediately following the storm;
- Information gathered by the Mississippi Case Management Consortium "Adopt a Katrina Family" Program;
- The 4,415 case previously identified and referenced above.

And eligible households must also meet the following criteria:

- Eligible households assisted would include: (a) those households identified from the 4,415 cases as set forth above will be no more than 120% of the AMI with an emphasis on those determined to be elderly or disabled or have incomes of less than 80% of AMI; and (b) those households assisted that are identified by additional outreach efforts will be no more than 80% of AMI, emphasizing those determined to be elderly or disabled, with an exception created to address those households above 80% AMI but below 120% AMI that meet one of the following criteria: (1) the household has unmet reconstruction/repair

needs of more than $50,000 and does not have more than $25,000 in liquid assets excluding reasonable qualified retirement accounts (2) households that have monthly fixed expenses which exceed 90% of net income, or (3) households which have incurred a medical or other similar one-time necessary expense in the year prior to the date of their application consisting of more than 25% of their yearly net income.

Eligible activities under the program shall consist of the following:

- Home repairs, which must be directly related to Hurricane Katrina flooding or wind damage, must be made to the primary residence of the applicant, and may not be made to a rental or secondary residence.
    - The home upon which repairs will be made must have been either (a) owned at least in part by the current owner prior to Katrina and occupied by the current owner prior to and on the date of Katrina; or (b) owned prior to and on the date of Katrina by another person from whom title has been conveyed to the current owner and also occupied by the current owner prior to Katrina.
    - Only repair, rehabilitation, and reconstruction of homes will be considered. New construction and/or elevation, except for cottages, will not be considered in the program.
- Direct rental assistance to those renters displaced by Katrina who have previously opened a case file, as defined by the program, said assistance to be provided strictly from private dollars provided by the Gulf Coast Renaissance Corporation.

"Unmet needs" are defined as follows: (a) *for the purpose of housing repair/reconstruction*, housing needs of income-eligible households who require home repair, reconstruction, cottage placement, elevation of cottages, or rehabilitation directly related to damages from Hurricane Katrina; and (b) *for the purpose of rental assistance provided by private funds*, assistance to renters displaced by Katrina who have previously opened a case file.

"Primary residence" will be defined by either the Program Guidebook and/or a specific Policy. The maximum amount of repair/rehabilitation/reconstruction assistance shall not exceed $75,000 per home, with exceptions only for clearly defined hardship cases.

MDA's Disaster Recovery Division will implement, manage and control the housing repair program. The State reserves the right to grant funds directly to a unit of local government which has been certified by HUD as having been trained in CDBG program rules and regulations and Fair Housing and Equal Opportunity requirements, said training having been provided by HUD at its expense.

MDA will develop specific policies and procedures that meet federal and state guidelines for this program.

National Objectives

The national objectives for this amendment will remain the same as provided for under the LTWH Action Plan.

Substantial Amendments

MDA recognizes that adding or deleting an activity or changing the planned beneficiaries of an activity will constitute a substantial change requiring an amendment of the action plan.

Citizen Participation

This Amendment will be submitted for public comment in English, Spanish and Vietnamese versions to the website at www.msdisasterrecovery.com on October 29, 2010, with seven (7) day public comment period agreed to by HUD ending on November 5, 2010. Written comments regarding this proposed modification may be mailed to MDA, Post Office Box 849, Jackson, MS 39205, Attention: Disaster Recovery, or sent via facsimile to (601)359-4004. Comments may also be submitted online to **disasterrecoverycomments@mississippi.org**. Changes may be made at that time and the final amendment to the Action Plan will then be submitted to HUD for approval.

Public Comment

A RESOLUTION SUSPENDING THE APPLICATION OF THE REQUIREMENTS OF THE LAND DEVELOPMENT CODE FOR PROPERTIES TO BE REPAIRED, REHABILITATED AND/OR RECONSTRUCTED BY FUNDS MADE AVAILABLE TO APPLICANTS IN THE CITY OF HATTIESBURG FROM THE MISSISSIPPI DEVELOPMENT AUTHORITY (MDA) NEIGHBORHOOD HOME PROGRAM (NHP)

WHEREAS, funds have been made available to certain homeowners and residents of the City of Hattiesburg from the Mississippi Development Authority, (MDA), Katrina Disaster Assistance Program, Long Term Workforce Housing Action Plan, Amendment 6, Modification # 3, Unmet Needs (10-19-13) to create a new program "Neighborhood Home Program (NHP)". These funds are designed to repair, rehabilitate and/or reconstruct qualifying residential housing structures within the City of Hattiesburg damaged by Hurricane Katrina in August, 2005, and

WHEREAS, many of the NHP qualifying residential properties, that were damaged in Hurricane Katrina in August 2005, were built prior to the adoption of the Land Development Code and their present existence would not meet all of the technical requirements of the Land Development Code, and some of the properties would be a non-conforming use of said properties because of their zoning, and

WHEREAS, the residents of said properties desire to continue to use said property as their primary residence and further desire to repair, rehabilitate and/or reconstruct said property to improve its conditions and/or to make it habitable, and

WHEREAS, it would be in the best interest of the City of Hattiesburg for said residential properties to be repaired, rehabilitated and/or reconstructed and it would be necessary for multiple variances to be granted to certain property owners to comply with the requirements of the Land Development Code which may result in delays in the repair, rehabilitation and/or reconstruction of said properties and the loss of the use of MDA funds available to the City of Hattiesburg and the property owners,

NOW THEREFORE BE IT RESOLVED that the Land Development Code Ordinance 2330, As Amended of the City of Hattiesburg for the application of NHP qualifying properties that are being repaired, rehabilitated and/or reconstructed as the primary residential structures of the home owners with the use of MDA Katrina Neighborhood Home Program funds, be, and it is hereby suspended and variances granted to said property owners as may be necessary to permit the repair, rehabilitation and/or reconstruction to said properties and as determined by the applicable department of the City of Hattiesburg.

BE IT FURTHER RESOLVED that the suspension of the Land Development Code regulations applicable to said properties (See Exhibit A) shall remain in effect for a period of twelve (12) months from and after the date of adoption of this resolution and shall automatically expire without further action of City of Hattiesburg unless the same is extended by the Hattiesburg City Council.

The foregoing resolution having been reduced to writing was introduced by Councilman Carroll, seconded by Councilman Dryden and was adopted by the following vote, to wit:

Yeas: Bradley
Delgado
Carroll
Dryden
Naylor

Nays: None

The president hereby declared the motion carried and the Resolution adopted and approved on this, the 20th, day of August, A.D., 2013.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor this, the 20th day of August, A.D., 2013.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2013-0519

File ID: 2013-0519 **Type:** Ordinance **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 08/14/2013

Brief Title: Amending Chapter 10 of the Code of Ordinance **Final Action:** 08/20/2013

Minute Book Number: MB2013-231-232

Title:

Adopt an Ordinance amending Chapter 10 of the Code of Ordinances, which established the Flood Damage Prevention Ordinance for the City of Hattiesburg, and Repealing Ordinance Number 3049, adopted January 19, 2010, Ordinance Number 3028, adopted January 20, 2009, Ordinance number 2345, adopted May 8, 1990, and any other Ordinances in conflict herewith.

Notes:

Sponsors: **Enactment Date:**

Attachments: Ordinance - Chapter 10.pdf, executed Ordinance - Chapter 10 ORD#3111 **Enactment Number:**

Contact: **Meeting Date:**

Drafter: Tamika Paige **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt an Ordinance (Number 3111) amending Chapter 10 of the Code of Ordinances, which established the Flood Damage Prevention Ordinance for the City of Hattiesburg, and Repealing Ordinance Number 3049, adopted January 19, 2010, Ordinance Number 3028, adopted January 20, 2009, Ordinance number 2345, adopted May 8, 1990, and any other Ordinances in conflict herewith.

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 2013-0519

Title

Adopt an Ordinance amending Chapter 10 of the Code of Ordinances, which established the Flood Damage Prevention Ordinance for the City of Hattiesburg, and Repealing Ordinance Number 3049, adopted January 19, 2010, Ordinance Number 3028, adopted January 20, 2009, Ordinance number 2345, adopted May 8, 1990, and any other Ordinances in conflict herewith.

Summary

Amending Chapter 10 of the Code of Ordinance

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE AMENDING CHAPTER 10 OF THE CODE OF ORDINANCES, WHICH ESTABLISHED THE FLOOD DAMAGE PREVENTION ORDINANCE FOR THE CITY OF HATTIESBURG, AND REPEALING ORDINANCE NUMBER 3049, ADOPTED JANUARY 19, 2010, ORDINANCE NUMBER 3028, ADOPTED JANUARY 20, 2009, ORDINANCE NUMBER 2345, ADOPTED MAY 8, 1990, AND ANY OTHER ORDINANCES IN CONFLICT HEREWITH

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

SECTION 1. That Chapter 10 of the Code of Ordinances, be and the same is hereby amended to read as follows, to wit:

"**ARTICLE 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES.**

SECTION A. STATUTORY AUTHORIZATION.

The Legislature of the State of Mississippi has in Title 17, Chapter 1, Mississippi Code 1972 Annotated delegated the responsibility to local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the governing body of the City of Hattiesburg does hereby adopt the following floodplain management regulations.

SECTION B. FINDINGS OF FACT.

1. The City of Hattiesburg is subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

2. These flood losses are caused by the cumulative effect of obstructions, both inside and outside the identified Special Flood Hazard Areas, causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or

hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

SECTION C. STATEMENT OF PURPOSE.

It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, which result in damaging increases in erosion or in flood heights or velocities;

2. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

3. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters;

4. Control filling, grading, dredging, and other development which may increase erosion or flood damage, and;

5. Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

SECTION D. OBJECTIVES.

The objectives of this ordinance are:

1. To protect human life and health;

2. To minimize expenditure of public money for costly flood control projects;

3. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

4. To minimize prolonged business interruptions;

5. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;

6. To help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas, and;

7. To ensure that potential homebuyers are notified that property is in a flood prone area.

SECTION E. METHODS OF REDUCING FLOOD LOSSES.

In order to accomplish its purposes, this ordinance includes methods and provisions for:

1. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;

2. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

3. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;

4. Controlling filling, grading, dredging, and other development which may increase flood damage, and;

5. Preventing or regulating the construction of flood barriers that will unnaturally divert floodwaters or may increase flood hazards in other areas.

ARTICLE 2. DEFINITIONS.

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance it's most reasonable application.

Accessory structure (Appurtenant structure) means a structure, which is located on the same parcel of property as the principal structure, and the use of which is incidental to the use of the principal structure. Accessory structures should constitute a minimal initial investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.

Addition (to an existing building) means any walled and roofed expansion to the perimeter or height of a building. Any addition shall be considered new construction. If the addition is more than 50% of the market value of the structure, then the addition and the existing structure are now new construction.

Appeal means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

Area of special flood hazard is the land in the floodplain within a community subject to a one percent (1%) or greater chance of flooding in any given year. This area is also referred to as the Special Flood Hazard Area (SFHA).

Base flood means the flood having a one percent (1%) chance of being equaled or exceeded in any given year (also called the "one percent (1%) chance flood").

Base Flood Elevation (BFE) is the elevation shown in the Flood Insurance Study (FIS) for Zones AE, AR, AR/A, and AR/AE, that indicates the water surface elevation resulting from a flood that has a one percent (1%) or greater chance of being equaled or exceeded in any given year.

Basement means any portion of a building having its floor sub-grade (below ground level) on all sides.

Buildings -see **Structure**.

Community is a political entity and/or its authorized agents or representatives that have the authority to adopt and enforce floodplain ordinances for the area under its jurisdiction.

Community Floodplain Management Map means any map produced by the community utilizing best available base flood elevation and floodway data that is from a federal, state, or other accepted technical source.

Community Rating System (CRS) is a program developed by the Federal Insurance Administration to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

Community Flood Hazard Area (CFHA) is an area that has been determined by the Floodplain Administrator (or other delegated, designated, or qualified community official) from available technical studies, historical information, and other available and reliable sources, which may be

subject to periodic inundation by floodwaters that can adversely affect the public health, safety and general welfare. This includes areas downstream from dams.

Conditional Letter of Map Revision (CLOMR) see **Map Amendment**.

Critical facility (also called critical action) means facilities for which the effects of even a slight chance of flooding would be too great. The minimum floodplain of concern for critical facilities is the point 2 percent (0.2%) chance flood level. Critical facilities include, but are not limited, to facilities critical to the health and safety of the public such as: emergency operations centers, designated public shelters, schools, nursing homes, hospitals, police, fire and emergency response installations, vital data storage centers, power generation, water and other utilities (including related infrastructure such as principal points of utility systems) and installations which produce, use or store hazardous materials or hazardous waste (as defined under the Clean Water Act and other Federal statutes and regulations).

Dam is any artificial barrier, including appurtenant works, constructed to impound or divert water, waste water, liquid borne materials, or solids that may flow if saturated. All structures necessary to maintain the water level in an impoundment or to divert a stream from its course will be considered a dam including:

> **High hazard dam** means a class of dam in which failure may cause loss of life, serious damage to residential, industrial, or commercial buildings; or damage to, or disruption of, important public utilities or transportation facilities such as major highways or railroads. Dams which meet the statutory thresholds for regulation that are proposed for construction in established or proposed residential, commercial, or industrial areas will be assigned this classification, unless the applicant provides convincing evidence to the contrary. A development permit is required for a structure and any associated fill downstream from a dam at any location where flooding can be reasonably anticipated from principal or emergency spillway discharges, or from overtopping and failure of the dam.
>
> **Low hazard dam** means a class of dam in which failure would at the most result in damage to agricultural land, farm buildings (excluding residences), or minor roads.
>
> **Significant hazard dam** means a dam assigned the significant hazard potential classification where failure may cause damage to main roads, minor railroads, or cause interruption of use, or service of relatively important public utilities.

Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of materials or equipment.

Elevated building means for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, pilings, columns, or piers.

Elevation Certificate is a FEMA form used as a certified statement that verifies a building's elevation information.

Emergency Program means the first phase under which a community participates in the NFIP. It is intended to provide a first layer amount of insurance coverage for all insurable buildings in that community before the effective date of the initial FIRM dated April 3, 1970.

Enclosure Below the Lowest Floor see "**Lowest Floor**."

Encroachment means the advance or infringement of uses, plant growth, fill, excavation, buildings, structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Executive Order 11988 (Floodplain Management) this order requires that no federally assisted activities be conducted in or have the potential to affect identified Special Flood Hazard Areas, unless there is no practicable alternative.

Executive Order 11990 (Wetlands Protection) this order requires the avoidance of adverse impacts associated with the destruction or modification of wetlands.

Existing Construction means structures for which the "start of construction" commenced before January 1, 1975. Existing construction may also be referred to as existing structures.

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision includes the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Fill means a deposit of earthen materials placed by artificial means.

Five-Hundred (500) Year Flood means the flood that has a point 2 percent (0.2%) chance of being equaled or exceeded in any year. Areas subject to the point 2 percent (0.2%) chance flood have a moderate risk of flooding.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

a. The overflow of inland or tidal waters.

b. The unusual and rapid accumulation or runoff of surface waters from any source.

c. Mudslides which are proximately caused by flooding and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

d. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding.

Flood (insurance definition) means a general and temporary condition of partial or complete inundation of two or more acres of normally dry land areas or of two or more properties (e.g. a building and a public street) from (1) overflow of inland or tidal waters (2) unusual and rapid accumulation or runoff of surface waters (3) mudflows caused by flooding.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) is the document which provides an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide and/or flood-related erosion hazards.

Flood Protection Elevation is the base flood elevation plus one (1) foot of freeboard. In areas where no base flood elevations exist from any authoritative source, the flood protection elevation can be historical flood elevations, or base flood elevations determined and/or approved by the floodplain administrator plus freeboard.

Floodplain means any land area susceptible to being inundated by flood waters from any source.

Floodplain Administrator is the individual appointed to administer and enforce the floodplain management regulations.

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

Floodplain management regulations means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power which control development in flood-prone areas. This term describes federal, state, or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Floodproofing Certificate is an official FEMA form used to certify compliance for non-residential structures, as an alternative to elevating buildings to or above the base flood elevation.

Floodproofing Methods:

Dry Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate flood damages to real estate or improved real estate property, water, and sanitary facilities, structures, and their contents. Structures shall be floodproofed with a minimum of 12 inches of freeboard (more is recommended) in relation to the base flood elevation. Dry floodproofing of a pre-FIRM residential structure that has not been substantially damaged or improved is allowed. Dry floodproofing of a post- FIRM residential building is not allowed.

Wet floodproofing means a method of construction which allows water to enter a structure in such a way that will minimize damage to the structure and its contents. Wet floodproofing is appropriate for functionally dependent use and uses that facilitate open space use by variance only, structures utilized for parking or limited storage, or when all other techniques are not technically feasible. Wet floodproofing shall not be utilized as a method to satisfy the requirements of this ordinance for bringing substantially damaged or improved structures into compliance. Wet floodproofing is not allowed in lieu of complying with the lowest floor elevation requirements for new residential buildings.

Floodway, Regulatory means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot (1').

Floodway fringe means that area of the special flood hazard area on either side of the regulatory floodway.

Freeboard means a factor of safety, usually expressed in feet above the BFE, which is applied for the purposes of floodplain management. The City of Hattiesburg's freeboard is one (1) foot above BFE.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, ship building and ship repair facilities and seafood offloading facilities. The term does not include

long-term storage, manufacture, processing functions, sales, administrative functions, or service facilities.

Hazard potential means the possible adverse incremental consequences that result from the release of water or stored contents due to failure of a dam or mis-operation of a dam or appurtenances. The hazard potential classification of a dam does not reflect in any way on the current condition of a dam and its appurtenant structures (e.g. safety, structural integrity, and flood routing capacity).

Highest adjacent grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a building.

Historic Structure means any structure that is:

a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic or a district preliminarily determined by the Secretary to qualify as a registered historic district;

c. Individually listed on the State of Mississippi inventory of historic structures (Mississippi Landmarks), or;

d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by an approved state program as determined by the Secretary of the Interior.

Hydrologic and hydraulic engineering analyses means the analyses performed by a professional engineer, registered in the State of Mississippi, in accordance with standard engineering practices as accepted by FEMA, used to determine flood elevations and/or floodway boundaries.

Increased Cost of Compliance (ICC) coverage means under the standard flood insurance policy the cost to repair a substantially flood damaged building that exceeds the minimal repair cost and that is required to bring a substantially damaged building into compliance with the local flood damage prevention ordinance. Acceptable mitigation measures are floodproofing (nonresidential), relocation, elevation, demolition, or any combination thereof. All renewal and new policies with effective dates on or after June 1, 1997, include ICC coverage.

Letter of Map Revision types see **Map Amendment**.

Levee means a man-made structure; usually an earthen embankment, designed and constructed in accordance with sound engineering practices, to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices. For a levee system to be recognized, the following criteria must be met. All closure devices or mechanical systems for internal drainage, whether manual or automatic, must be operated in accordance with an officially adopted operation manual (a copy of which must be provided to FEMA by the operator when levee or drainage system recognition is being sought or revised). All operations must be under the jurisdiction of a Federal or State agency, an agency created by Federal or State law, or an agency of a community participating in the NFIP.

Lowest adjacent grade means the elevation of the sidewalk, patio, deck support, or basement entryway immediately next to the structure and after the completion of construction. It does

not include earth that is placed for aesthetic or landscape reasons around a foundation wall. It does include natural ground or properly compacted fill that comprises a component of a building's foundation system.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the non-elevation provisions of this code.

Manufactured home (44 CFR 59.1 definition / FEMA) means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when attached to the required utilities. The term manufactured home does not include a "recreational vehicle."

Manufactured housing (24 CFR 3280.3 and 3285.5 definitions / HUD) means "...a structure, transportable in one or more sections, which in the traveling mode is 8 body feet or more in width or 40 body feet in length or which when erected on-site is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities."

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Map Amendment means a change to an effective NFIP map that results in the exclusion from the SFHA or an individual structure or a legally described parcel of land that has been inadvertently included in the SFHA (i.e., no alterations of topography have occurred since the date of the first NFIP map that showed the structure or parcel to be within the SFHA. This can be achieved through the appropriate method below:

Letter of Map Amendment (LOMA)
An amendment based on technical data showing that a property was incorrectly included in a designated SFHA was not elevated by fill (only by a natural grade elevation), and will not be inundated by the one percent (1%) chance flood. A LOMA amends the current effective FIRM and establishes that a specific property is not located in a SFHA.

Letter of Map Change (LOMC) is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMC's are broken down into the following categories:

Letter of Map Revision (LOMR)
A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the BFE and is, therefore, excluded from the SFHA.

Letter of Map Revision, Conditional (CLOMR)
A formal review and comment by FEMA as to whether a proposed project complies with the minimum NFIP floodplain management criteria. A CLOMR does not revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

Map Panel Number means the four-digit number followed by a letter suffix assigned by FEMA on a FIRM. The first four digits represent the map panel, and the letter suffix represents the number of times the map panel has been revised.

Market value means the building value, which is the property value less the land value (as agreed between a willing buyer and seller); as established by what the local real estate market

will bear. Market value can be established by independent certified appraisal; replacement cost depreciated by age of building (Actual Cash Value); or adjusted assessed values.

Mean Sea Level means, for the purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced.

National Flood Insurance Program (NFIP) is the federal program that makes flood insurance available to owners of property in participating communities nationwide through the cooperative efforts of the Federal Government and the private insurance industry.

National Geodetic Vertical Datum (NGVD) means a vertical control, corrected in 1929, used as a reference for establishing varying elevations within the floodplain.

New Construction means a structure or an addition to an existing structure for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and any subsequent improvements to such structure or the addition.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain regulations adopted by a community.

Non-Residential means, but is not limited to; small business concerns, churches, schools, farm buildings (including grain bins and silos), poolhouses, clubhouses, recreational buildings, mercantile structures, agricultural and industrial structures, warehouses, and hotels or motels with normal room rentals for less than 6 months duration.

North American Vertical Datum (NAVD) of 1988 means a vertical control, corrected in 1988, used as a reference for establishing varying elevations within the floodplain.

Obstruction means, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channel construction, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

One Percent (1%) Flood (aka 100-Year Flood) is the flood that has a one percent (1%) chance of being equaled or exceeded in any given year. Any flood zone that begins with the letter A is subject to inundation by the one percent (1%) chance flood. Over the life of a 30-year loan, there is a 26-percent chance of experiencing such a flood within the SFHA.

Participating Community is any community that voluntarily elects to participate in the NFIP by adopting and enforcing floodplain management regulations that are consistent with the standards of the NFIP.

Post-FIRM Construction means new construction and substantial improvements for which start of construction occurred after December 31, 1974.

Pre-FIRM Construction means new construction and substantial improvements for which start of construction occurred on or before December 31, 1974.

Probation is a means of FEMA formally notifying participating communities of the first of the two NFIP sanctions due to their failure to correct violations and deficiencies in the administration and enforcement of the local floodplain management regulations.

Public safety and nuisance means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

Recreational vehicle means a vehicle that is:

a. Licensed and titled as an RV or park (not a permanent residence);

b. Built on a single chassis, without permanent foundation;

c. 400 square feet or less when measured at the largest horizontal projection;

d. Has no attached deck, porch, or shed;

e. Has quick-disconnect sewage, water, and electrical connectors;

f. Designed to be self-propelled or permanently towable by a light duty truck, and;

g. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regular Program means the second phase of the community's participation in the NFIP in which second layer coverage is available based upon risk premium rates only after FEMA has completed a risk study for the community.

Repair means the reconstruction or renewal of any part of an existing building for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community, and all such regulations effective at the time of permitting must be met.

Repetitive Loss means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Repetitive Loss Property is any insurable building for which two or more claims of more than $1,000 were paid by the National Flood Insurance Program (NFIP) within any rolling 10-year period, since 1978. At least two of the claims must be more than ten days apart but, within ten years of each other. A RL property may or may not be currently insured by the NFIP.

Residential Structure is a building or portion thereof designed or used for residential occupancy but not including hotels, motels, and motor lodges.

Section 1316 means that section of the National Flood Insurance Act of 1968, as amended, which states that no new flood insurance coverage shall be provided for any property that FEMA finds has been declared by a duly constituted state or local zoning authority or other authorized public body to be in violation of state or local laws, regulations, or ordinances that are intended to discourage or otherwise restrict land development or occupancy in flood-prone areas.

Severe Repetitive Loss Structure means any insured property that has met at least one of the following paid flood loss criteria since 1978, regardless of ownership:

a. Four or more separate claim payments of more than $5,000 each (including building and contents payments); or

b. Two or more separate claim payments (building payments only) where the total of the payments exceeds the current market value of the property.

In either case, two of the claim payments must have occurred within ten years of each other. Multiple losses at the same location within ten days of each other are counted as

one loss, with the payment amounts added together.

Special flood hazard area (SFHA) means that portion of the floodplain subject to inundation by the base flood and/or flood-related erosion hazards as shown on a FHBM or FIRM as Zones A, AE, AR, AR/AE, and AR/A.

Start of construction means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; the installation of streets and/or walkways; excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main building. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure (for floodplain management purposes), means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

Structure (for insurance purposes), means a building with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site; a manufactured home built on a permanent chassis, transported to it site in one or more sections, and affixed to a permanent foundation; or a travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws. The term does not include a recreational vehicle or a park trailer or other similar vehicle, except as described in the last part of this definition, or a gas, or a liquid storage tank.

See also: Accessory structure, Elevated building, Historic structure, New Construction, Manufactured home park or subdivision, Manufactured housing, New Manufactured home park or subdivision, Non-Residential, or Residential

Subrogation means an action brought by FEMA when flood damages have occurred, a flood insurance claim has been paid, and all or part of the damage can be attributed to acts or omissions by a community or other third party.

Substantial Damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Substantial damage also means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Substantial Improvement means any combination of reconstruction, rehabilitation, or other improvement of a structure taking place over a designated five (5) year period in which the cumulative percentage of improvement equals or exceeds 50 percent of the current market value of the structure before the "start of construction" of the improvement. The designated five (5) year period begins at the date of the initial improvement to the structure. The costs for determining substantial improvement include the costs of additions. This term includes structures which have incurred repetitive loss or substantial damage, regardless of the actual repair work performed.

The term does **not** apply to:

a. Any project for improvement of a building required to comply with existing health, sanitary, or safety code specifications which have been identified by the Code Enforcement Official and which are solely necessary to assure safe living conditions.

b. Any alteration of a "historic structure" provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Substantially improved existing manufactured home parks or subdivisions means manufactured home parks or subdivisions where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

Suspension means the removal, with or without probation, of a participating community from the NFIP because the community failed to adopt and enforce the compliant floodplain management regulations required for participation in the NFIP.

Variance is a grant of relief from certain requirements of this ordinance, as outlined in Article 6, Variance Procedures

Violation means the failure of a structure or other development to be fully compliant with this ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

Watercourse means any flowing body of water including a river, creek, stream, or a branch.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Zone means a geographical area shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map that reflects the severity or type of flooding in the area. The following zones are applicable in the City of Hattiesburg:

A Zone is the Area of Special Flood Hazard without base flood elevations determined.

AE Zone is the Area of Special Flood Hazard with base flood elevations determined.

AR/AE and AR/A Zones are SFHAs that result from the decertification of a previously accredited flood protection system or levee that is in the process of being restored to provide a one percent (1%) chance or greater level of flood protection. After restoration is complete, these areas will still experience residual flooding from other flooding sources.

X Zones (shaded) are areas of point 2 percent (0.2%) chance flood that are outside of the SFHA with average depths of less than one (1) foot, or with contributing drainage areas of less than one (1) square mile and areas protected by certified levees from the base flood.

X Zones (un-shaded) are areas determined to be outside the SFHA and the point 2 percent (0.2%) chance floodplain.

ARTICLE 3. GENERAL PROVISIONS.

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES.

This ordinance shall apply to all special flood hazard areas (SFHAs) within the jurisdiction of the City of Hattiesburg.

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the portion of the Forrest County Flood Insurance Study, dated March 2, 2010 with the accompanying Flood Insurance Rate Map(s) (FIRM) containing various panel numbers indicating the city limits of Hattiesburg, and other supporting data are adopted by reference and declared to be a part of this ordinance. The Flood Insurance Study and maps are on file in the Planning Office of the Department of Urban Development, located in the City Hall Building.

SECTION C. USE OF PRELIMINARY FLOOD HAZARD DATA.

When Flood Insurance Studies and Preliminary Flood Insurance Rate Maps have been provided by FEMA:

1. Prior to the issuance of a Letter of Final Determination (LFD) by FEMA, the use of the preliminary flood hazard data shall only be required where no base flood elevations and/or floodway areas exist or where the preliminary base flood elevations or floodway area exceed the base flood elevations and/or floodway widths in the effective flood hazard data provided by FEMA. Such preliminary data may be subject to revision through valid appeals.

2. Upon the issuance of a Letter of Final Determination (LFD) by FEMA, the revised flood hazard data shall be used and replace all previously effective flood hazard data provided by FEMA for the purposes of administrating these regulations.

Where adopted regulatory standards conflict, the more stringent base flood elevation shall prevail. Preliminary FIS data may be subject to change by a valid appeal.

SECTION D. ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT.

A development permit shall be required in conformance with the provision of this ordinance prior to the commencement of any development activities in identified areas of special flood hazard.

SECTION E. COMPLIANCE.

No structure or land shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

SECTION F. ABROGATION AND GREATER RESTRICTIONS.

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION G. INTERPRETATION.

In the interpretation and application of this ordinance all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body, and;
3. Deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION H: REPETITIVE LOSS STRUCTURES.

The community may declare any existing structure as a repetitive loss structure as required to qualify the structure for increased cost of compliance (ICC) benefits allowed by a National Flood Insurance Program flood policy claim. To be declared a repetitive loss structure, the following conditions must be met:

1. The structure must have a flood insurance policy that includes the increased cost of compliance coverage and;

2. The structure must have been flooded twice during a ten-year period with each flood event causing damage for which the repair cost equaled or exceeded 25% of the market value of the structure.

SECTION I. WARNING AND DISCLAIMER OF LIABILITY.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions.

Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of governing body of the City of Hattiesburg or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

SECTION J. ENFORCEMENT, PENALTIES, AND VIOLATIONS.

1. Any action or inaction which violates the provisions of this ordinance or permit shall constitute a misdemeanor.

2. Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not exceeding one thousand dollars ($1,000.00) or imprisonment for a term not exceeding ninety (90) days, or by both such fine and imprisonment in the discretion of the municipal judge, and in addition, shall pay all costs and expenses involved in the case. Each act of violation and each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Floodplain Administrator from taking such other lawful actions as are necessary to prevent or remedy any violation.

3. Administrative appeal; judicial review. Any person receiving a notice of violation may appeal to the Hattiesburg Planning Commission, hereafter known as "HPC", or if affects any functionally dependent historic structure, the Hattiesburg Historic Conservation Commission, hereafter known as "HHCC", for the determination of the community, including but not limited to the issuance of a stop work order, the assessment of an administratively-imposed monetary penalty, the suspension, revocation, modification, or grant with condition of a permit by the community upon finding that the holder is in violation of permit conditions, or that the holder is in violation of any applicable ordinance or any of the community's rules and regulations, or the issuance of a notice of bond forfeiture.

   The notice of appeal must be in writing and must be received by the Floodplain Manager or their official designee, within ten days from the date of the notice of violation. A hearing on the appeal shall take place at the next available regularly scheduled meeting of the "HPC" or if applicable the "HHCC".

   All appeals shall be heard and decided by the community's designated Appeal Board, being the "HPC" or if applicable the "HHCC". The "HPC" and "HHCC" shall have the power to affirm, modify, or reject the original penalty, including the right to increase or decrease the amount of any monetary penalty and the right to add or delete remedial actions required for correction of the violation and compliance with the community's flood damage prevention ordinance, and any other applicable local, state, or federal requirements. The decision of the "HPC" and "HHCC" are recommendations which must be approved or denied by the City Council.

4. Any person aggrieved by the decision of the "HPC" or "HHCC" may appeal such decision to the City Council.

5. Judicial review. Any person aggrieved by a decision or order of the community, after exhausting his administrative remedies, shall have the right to appeal de novo to the Circuit Court.

ARTICLE 4. ADMINISTRATION.

SECTION A. DESIGNATION OF FLOOD DAMAGE PREVENTION ORDINANCE ADMINISTRATOR.

The governing body of the City of Hattiesburg hereby appoints the Planning Administrator, or their designee, to administer and implement the provisions of this ordinance and is herein referred to as the Floodplain Administrator and/or the administrator.

SECTION B. PERMIT PROCEDURES.

Application for a Development Permit shall be made to the Floodplain Administrator on forms furnished by him or her prior to any development activities, and may include, but not be limited to, the following plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill, storage of materials or equipment, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

1. Application Stage.

    a. Elevation in relation to mean sea level of the proposed lowest floor (including basement) of all buildings, which will be submitted on a FEMA (Elevation Certificate) by a State of Mississippi registered engineer or surveyor;

    b. Elevation in relation to mean sea level to which any non-residential building in an A or AE Zone will be floodproofed;

    c. Certificate from a State of Mississippi registered professional engineer or architect that the non-residential floodproofed building will meet the floodproofing criteria in Article 4, Section B-2 and Article 5, Section C-2;

    d. No floodplain development permit can be issued to any mobile, modular, or permanently constructed residence, building or facility unless the owner, lessee, or developer obtains a Notice of Intent from the Mississippi State Health Department, pursuant to the MS Individual On-Site Wastewater Disposal System Law (2009), for un-sewered areas of the City.

    e. Description of the extent to which any watercourse will be altered or relocated as result of proposed development.

2. Construction Stage:

Upon establishment/placement of the lowest floor, before framing continues, including any approved floodproofing method, by whatever construction means, it shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the NAVD or NGVD elevation of the lowest floor or floodproofed elevation, as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer, who is authorized by the state of Mississippi to certify such information, and certified by same. When floodproofing is utilized for a particular building said certification shall be prepared by or under the direct supervision of a professional engineer or architect, who is authorized by the state of Mississippi to certify such information, and certified by same. Floodproofing shall be required to be one (1) foot above the base flood elevation.

Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The Floodplain Administrator shall review the lowest floor & floodproofing elevation survey

data submitted. The permit holder immediately and prior to further progressive work being permitted to proceed shall correct deficiencies detected by such review. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.

In any lot or lots/areas that have been removed from the special flood hazard area via a Letter of Map Revision Based on Fill, and if the top of fill level is below the freeboard elevation, all new structures, additions to existing buildings or substantial improvement must meet the required community freeboard elevation.

3. Finished Construction:

Upon completion of construction, a FEMA elevation certificate which depicts all finished construction elevations is required to be submitted to the Floodplain Administrator. If the project includes a floodproofing measure, a FEMA floodproofing certificate is required to be submitted by the permit holder to the Floodplain Administrator.

SECTION C. POWERS, DUTIES, AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.

The Floodplain Administrator and his or her designated staff is hereby authorized and directed to enforce the provisions of this ordinance. The Administrator is further authorized to render interpretations of this ordinance, which are consistent with its spirit and purpose.

1. Right of Entry

    a. Whenever necessary to make an inspection to enforce any of the provisions of this ordinance, or whenever the Administrator has reasonable cause to believe that there exists in any building or upon any premises any condition or ordinance violation which makes such building, structure or premises unsafe, dangerous or hazardous, the Administrator may enter such building, structure or premises at all reasonable times to inspect the same or perform any duty imposed upon the Administrator by this ordinance.

    b. If such building or premises are occupied, the Administrator shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of such building or premises.

    c. If entry is refused, the Administrator shall have recourse to every remedy provided by law to secure entry.

    d. When the Administrator shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Administrator for the purpose of inspection and examination pursuant to this ordinance.

2. Duties of the administrator shall include, but not be limited to:

    a. Review all development permits to assure that the permit requirements of this ordinance have been satisfied.

    b. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Additionally, require the permittee to obtain and submit copies of any required federal or state permits and maintain them on file with the development permit.

c. Perform a minimum of three inspections to ensure that all applicable ordinance and floodplain development requirements have been satisfied. The first inspection upon the establishment of the Base Flood Elevation reference mark at the development site; the second upon the establishment of the structure's footprint prior to pouring the slab or the establishment of the lowest floor in an elevated foundation system; and the final inspection upon completion and submission of the required finished construction elevation certificate.

d. Verify any required setback distances.

e. Verify that all placement of fill or grading is according to certified plans. Assure that any fill being used as part of the structure's foundation system is both clean material and properly compacted and placed. A professional certification that the foundation footings of any structure built on fill was engineered and is reasonably safe from flooding must be requested of the builder/developer, and the owner/contractor must provide density reports from a licensed testing agency showing that the fill meets a 95% compaction ratio.

f. Verify adequate placement and size of any required flood vents in regard to the number of openings, their location, size, and height above ground level.

g. Ensure that a crawlspace has adequate vents or openings and that the interior grade is at or above the exterior grade. The foundation must be vented to comply with the floodplain ordinance as well as the currently adopted building code.

h. Verify that the structure's utilities, duct work, and HVAC systems are at or above the base flood elevation.

i. Notify adjacent communities, the NFIP State Coordinator, and other federal and/or state agencies with statutory or regulatory authority prior to any alteration or relocation of a watercourse.

j. Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained.

k. Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new construction and substantially improved buildings, in accordance with Article 4, Section 2-B). Information must be recorded on the FEMA Elevation Certificate.

l. Verify and record the actual elevation (in relation to mean sea level) to which the new construction and substantially improved buildings have been floodproofed, in accordance with Article 4, Section 2-B). Information must be recorded on the FEMA Elevation Certificate.

m. Review certified plans and specifications for compliance.

n. Make the necessary interpretation where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Article.

o. Obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source when base flood elevation data or floodway data have not been provided in accordance with Article 3, Section B, in order to administer the provisions of Article 5.

p. Provide information, testimony, or other evidence, as needed during variance request hearings.

q. Conduct the following actions when damage occurs to a building or buildings:

1. Determine whether damaged structures are located within the Special Flood Hazard Area;

2. Conduct damage assessments for those damaged structures located in the SFHA, and;

3. Make a reasonable attempt to notify owner(s) of damaged structure(s) of the requirement to obtain a building permit / floodplain development permit prior to repair, rehabilitation, or reconstruction.

r. Perform such other inspections as may be required to insure compliance with the other provisions of this ordinance.

ARTICLE 5. PROVISIONS FOR FLOOD HAZARD REDUCTION.

SECTION A. GENERAL STANDARDS.

In all areas of special flood hazard the following provisions are required:

1. New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure.

2. Manufactured homes shall be anchored to prevent flotation, collapse, and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. Dry stacked blocks/piers (stacked without the use of mortar or cement to bond them together) are not acceptable as an anchor/elevation method. Only reinforced blocks/piers (with concrete and metal dowels) are allowed as an approved anchor/elevation method. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces.

3. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

4. New construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.

5. Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities, including ductwork, shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding, such facilities shall be located a minimum of one foot (1') above the Base Flood Elevation.

6. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.

7. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.

8. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.

9. Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this ordinance shall meet the requirements of "new construction" as contained in this ordinance.

10. Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this ordinance, shall be undertaken only if said non-conformity shall meet the requirements of "new construction" as contained in this ordinance.

11. All gas and liquid storage tanks (both above and below ground) shall be adequately anchored to prevent floatation, lateral movement resulting from hydrodynamic forces, and the effects of buoyancy.

12. When new construction and substantial improvements are located in multiple flood zones or in a flood zone with multiple base flood elevations, they shall meet the requirement for the more stringent flood zone and the highest base flood elevation.

13. New construction and substantial improvement of any building inside the SFHA, shall have the lowest floor (including basement) at least one (1) foot above the base flood elevation, unless the topography of the property does not allow for strict adherence as determined by the Floodplain Administrator. Areas outside the SFHA shall be elevated in accordance with Article 5, Section B.

14. All new horizontal additions must have the lowest floor and all HVAC, including ductwork, elevated to the regulatory base flood elevation.

15. New construction and substantial improvements of structures built on fill shall be constructed on properly designed and compacted fill that extends 10 feet to 15 feet beyond the building walls before dropping below the base flood elevation, and shall have appropriate protection from erosion and scour as follows:

    a. Fill sites, upon which structures will be constructed or placed, must be compacted to 95 percent of the maximum density obtainable with the Standard Proctor Test method or an acceptable equivalent method.

    b. Fill slopes shall be no steeper than one (1) foot vertical to two feet horizontal.

    c. Adequate protection against erosion is must be provided for fill slopes. When expected velocities during the occurrence of the base flood are greater than five feet per second, armoring with stone or rock protection or material that will provide equivalent resistance will be provided. When expected velocities during the base flood are five feet per second or appropriate protection shall be provided by covering them with vegetative cover at a minimum.

    d. Fill shall be composed of clean granular or earthen material.

16. Storage or processing of materials that are hazardous, flammable, explosive, or in time of flooding could become buoyant and pose an obstruction to flow, are prohibited within the community special flood hazard areas, to include identified floodways. Storage of material or equipment not otherwise prohibited shall be firmly anchored to prevent flotation.

SECTION B. STANDARDS FOR X ZONES (SHADED/UN-SHADED).

Any area outside the FEMA studied areas lying along blue line streams shown on the United States Department of the Interior Geological Survey quadrants of which the City of Hattiesburg is contained and/or areas with flood prone soils which are contiguous to blue line streams as shown on the City of Hattiesburg Flood Prone Soils Map shall also be considered community flood hazard areas.

1. Compliance with the City of Hattiesburg's Land Development Code, Ordinance Number 2330, as amended, specifically the section for Natural Stream Buffers, Protection during

Land Disturbance Activities and Detention/Retention Areas for all zones, both inside and outside the SFHA.

2. Compliance with the City of Hattiesburg Code of Ordinances, specifically Section 22-6 regulations for first floor elevation of all structures erected in all zones of the City.

3. The X Zones (shaded/un-shaded) are considered to be low to moderate risk flood zones and are located outside the community's delineated special flood hazard area and include the following:

   a. Areas outside the one percent (1%) chance flood zone, but within the point 2 percent (0.2%) chance flood zone, as determined by a detailed study;

   b. Areas outside the point 2 percent (0.2%) chance flood zone as determined by a detailed study, and;

   c. Areas that have not yet been studied.

4. The community reserves the right to require further studies for any development within its jurisdiction, if there is evidence that a potential flood hazard exists. Studies can be used to designate community flood hazard areas. Such evidence may include but shall not be limited to:

   a. Eyewitness reports of historic flooding or other reports of historic flooding deemed credible by the community;

   b. Geologic features observed that resemble floodplains (such as flat areas along streams);

   c. Proximity to manmade or natural constrictions such as road crossings that can cause backwater effects, and;

   d. Drainage basin characteristics such as drainage area, slope, percent impervious cover, land use, etc.

SECTION C. SPECIFIC STANDARDS FOR AREAS WITH BASE FLOOD ELEVATIONS AND/OR FLOODWAYS (aka AE ZONES).

In all areas of special flood hazard designated on the community's FIRM, where base flood elevation data have been provided, as set forth in Article 3, Section B, the following provisions, in addition to the general standards of Article 5, Section A, are required:

1. Residential Construction. New construction and substantial improvement of any residential building (including manufactured home) shall have the lowest floor, including basement, elevated to no lower than one foot (1') above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, flood openings sufficient to automatically equalize hydrostatic flood forces on exterior walls of enclosures that are subject to flooding, shall be provided in accordance with standards of Article 5, Section C-3. New development proposals will be designed, to the maximum extent practicable, so residential building sites, walkways, driveways, and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area.

2. Non-Residential Construction. New construction and substantial improvement of any commercial, industrial, or non-residential building (including manufactured building) shall have the lowest floor, including basement, elevated to no lower than one foot (1') above the base flood elevation. Buildings located in all A Zones may, together with attendant utility and sanitary facilities, be floodproofed in lieu of being elevated provided that all areas of the building below the base flood elevation (plus a minimum of one foot (1') of freeboard are water tight with walls substantially impermeable to the passage of water, and use

structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. Dry floodproofing is allowed only where flood velocities are less than or equal to five feet per second. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A Flood Emergency Operation Plan and an Inspection and Maintenance Plan must be provided by the design professional for the building. Such certification shall be provided to the Floodplain Administrator. New development proposals will be designed, to the maximum extent practicable, so non-residential building sites, walkways, driveways, and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area

3. Enclosures. New construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls. Total enclosed areas will be limited to three hundred (300) feet. Enclosed areas, including crawl spaces, shall be used solely for parking of vehicles, building access, and storage.

   a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet or exceed the following criteria:

      (i) Provide a minimum of two openings, on different sides of each enclosed area; if a structure has more than one (1) enclosed area below the base flood elevation, each shall have openings on exterior walls;

      (ii) The total net area of all openings shall be at least one (1) square inch for each square foot of enclosed area, or the openings shall be designed and the construction documents shall include a statement that the design and installation will provide for equalization of hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwaters;

      (iii) The bottom of all openings shall be no higher than one (1) foot above interior grade (which must be equal to in elevation or higher than the exterior grade);

      (iv) Openings shall allow the passage of a three inch sphere.

      (v) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions and automatically equalize hydrostatic flood loads on exterior walls, and;

   b. Access to the enclosed area shall be minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator); and,

   c. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms.

   d. Property owners shall be required to execute a flood openings/venting affidavit acknowledging that all openings will be maintained as flood vents, and that the elimination or alteration of the openings in any way will violate the requirements of Article 5, Section C. Periodic inspections will be conducted by the Floodplain Administrator to ensure compliance.

4. Detached storage buildings, sheds, or other like accessory improvements, excluding detached garages, carports, and boat houses, shall solely be used for parking of vehicles and storage, and will be allowed up to no more than three hundred (300) square feet of unfinished, non-partitioned and enclosed storage space. Such storage space shall not be used for human habitation and shall be limited to storage of items that can withstand exposure to the elements and have low flood damage potential. The storage space shall be

constructed of flood resistant or breakaway materials, and equipment and service utilities, such as electrical outlets, shall be limited to essential lighting and other incidental uses, and must be elevated or floodproofed. Flood openings in accordance with the standards of Article 5 Section C-3 shall also be required. These accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters. Accessory improvements and other apparent structures shall be firmly anchored to prevent flotation that may result in damage to other structures.

5. Property owners shall be required to execute and record with the structure's deed a non-conversion agreement declaring that the area below the lowest floor of the structure or the detached accessory building shall not be improved, finished or otherwise converted; the community will have the right to inspect the enclosed area.

6. Standards for Manufactured Homes and Recreational Vehicles.

   a. All manufactured homes placed, or substantially improved, on individual lots or parcels, in existing manufactured home parks or subdivisions, in expansions to existing manufactured home parks or subdivisions, in new manufactured home parks or subdivisions or in substantially improved manufactured home parks or subdivisions, must meet all the requirements for new construction, including elevation and anchoring and the flood openings requirements of Article 5 Section C-3. Manufactured homes must be:

      (i) Elevated on a permanent foundation to have its lowest floor elevated to no lower than one foot (1') above the base flood elevation, and;

      (ii) Securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

   b. All manufactured homes placed or substantially improved, excepting manufactured homes that have incurred substantial damage as a result of a flood, in an existing manufactured home park or subdivision must be elevated so that:

      (i) The lowest floor of the manufactured home is elevated to no lower than one foot (1') above the base flood elevation and be securely anchored to an adequately anchored foundation support system to resist floatation, collapse, and lateral movement.

   c. All recreational vehicles placed on sites must either:

      (i) Be on site for fewer than 180 consecutive days and shall leave the site for at least seven consecutive days and obtain a new permit before returning to the same site,

      (ii) Be fully licensed and ready for highway use, or

      (iii) Must meet all the requirements for new construction, including anchoring and elevation requirements of this Article 5, Section C-7a or Article 5, Section C-7b (i) above.

   A recreational vehicle is ready for highway use if it is licensed and insured in accordance with the State of Mississippi motor vehicle regulations, is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

7. Floodways. Located within areas of special flood hazard adopted by reference in Article 3, Section C, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and has erosion potential, the following provisions shall apply:

a. Prohibit encroachments, including fill, new construction, substantial improvements, and other developments unless certification (with supporting technical data) by a registered professional engineer is provided demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge;

b. If Article 5, Section C-7a above is satisfied, all new construction and substantial improvements shall comply with all applicable flood damage prevention standards of Article 5.

c. Prohibit the placement of manufactured homes (mobile homes), except in an existing manufactured homes (mobile homes) park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring standards of Article 5, Section A (2), and the standards of Article 5, Section C-1 through C-2 and the encroachment standards of this Article 5, Section C-7a, are met.

d. Encouraged uses within the floodway may include: general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. Also lawns, gardens, athletic fields, play areas, picnic grounds, and hiking, horseback riding trails and driveways are acceptable uses, provided that they do not employ structures or fill. These encouraged uses may require certification (with supporting technical data) by a registered professional engineer demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge. The uses in this subsection are permissible only if and to the extent that they do not cause any increase in flood levels during the base flood discharge.

SECTION D. STANDARDS FOR AREAS WITHOUT BASE FLOOD ELEVATIONS AND FLOODWAYS (aka A Zone).

When base flood elevation data and floodway data are not available in accordance with Article 3, Section A, in Special Flood Hazard Areas without base flood elevation data, new construction and substantial improvements shall be elevated or floodproofed to elevations established by the community. The following provisions in addition to the standards of Article 5 Section A and the enclosure standards of Article 5 Section C-3 shall apply:

1. Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than five lots or one and one half (1 ½) acres, whichever is lesser; include within such proposals base flood elevation data;

2. The Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source, in order to administer the provisions of Article 5. When such data are available, standards of Article 5, Section C, shall apply. If data is not available from Article 5 Section D-1 or outside sources, then the following provisions shall apply.

3. All encroachments, including fill material and other development shall be in compliance with Article 5, Section C-1 of this ordinance, and the enclosure standards in Article 5, Section C-3 of this ordinance shall apply.

4. The Floodplain Administrator shall require that a single lot applicant develop the base flood elevation for the development site, utilizing accepted engineering practices and procedures. Upon review of the submitted data, the Administrator may accept or reject the proposed base flood elevation. When such data is accepted, standards of Article 5, Section C, shall apply.

5. Fill within the area of special flood hazard shall result in no net loss of natural floodplain storage. The volume of loss of floodwater storage due to filling in the special flood hazard

area shall be offset by providing an equal volume of flood storage by excavation or other compensatory measures at or adjacent to the development site.

6. Notify, in riverine situations, adjacent communities and the State Coordinating Office prior to any alteration or relocation of a watercourse, and submit copies of such notifications to FEMA. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

7. Require that all manufactured homes be placed or installed using methods and practices which minimize flood damage. Manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Dry stacked blocks/piers (stacked without the use of mortar or cement to bond them together) are not acceptable as an anchor/elevation method. Only reinforced blocks/piers (with concrete and metal dowels) are allowed as an approved anchor/elevation method, within the Special Flood Hazard Area.

SECTION E. STANDARDS FOR SUBDIVISION PROPOSALS AND OTHER PROPOSED DEVELOPMENT WITHIN A SPECIAL FLOOD HAZARD AREA.

1. All subdivision proposals shall be consistent with the need to minimize flood damage;

2. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;

3. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards, and;

4. Base flood elevation data shall be provided for all new subdivision proposals and other proposed development (including manufactured home parks and subdivisions), which is greater than five (5) lots or one and one-half (1 ½) acres, whichever is the lesser.

5. All subdivision and other development proposals which involve disturbing more than one (1) acre of land shall include a stormwater management plan which is designed to limit peak runoff from the site to predevelopment levels for the one (1), ten (10), and twenty-five (25)-year rainfall event. These plans shall be designed to limit adverse impacts to downstream channels and floodplains. Single residential lots involving less than one (1) acre of land disturbance are not subject to this regulation.

6. All preliminary plans for platted subdivisions shall identify the flood hazard area and the elevation of the base flood.

7. All final subdivision plats will provide the boundary of the special flood hazard area, the floodway boundary, and the base flood elevations.

8. In platted subdivisions, all proposed lots or parcels that will be future building sites shall have a minimum buildable area, as defined in the Land Development Code, outside the natural (non-filled) one percent (1%) chance annual floodplain. The buildable area shall be large enough to accommodate any primary structure and associated structures.

9. Approval shall not be given for streets within a subdivision, which would be subject to flooding in the base flood. All street surfaces must be located at or above the base flood elevation.

10. Each proposed parcel must have a designated buildable pad or site above the one percent (1%) chance floodplain. The distance of the buildable pad or site above the one percent (1%) chance floodplain shall depend on the slope of the ground and in accordance with the following table:

Distance in feet from A Zone [one percent (1%) chance floodplain]	Minimum Slope from A Zone – one percent (1%) flood plain to ground level at pad
20	5%
30	3.33%
40	2.50%
50	2.0%
60	1.67%
70	1.43%
80	1.25%
90	1.11%
100	1.0%

Residential and non-residential structures finished floor elevation also must be elevated one and one-half feet (1.5') above the adjacent average grade or one foot (1') above highest adjacent street centerline as per the existing regulation, whichever is higher.

11. The subdivider/applicant must comply with the following:

    a. File restrictive covenants on the lot or lots prohibiting construction within the designated special flood hazard area and requirement for lowest floor elevation.

    b. Place a statement on the face of the final plat prohibiting construction in the designated area of special flood hazard.

SECTION F. CRITICAL FACILITIES.

Construction of new and substantially improved critical facilities shall be located outside the limits of the special flood hazard area (one percent (1%) chance floodplain). Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available and access to the facilities remains available during a point 2 percent (0.2%) chance flood. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet six inches above the base flood elevation at the site (or to the point 2 percent (0.2%) chance flood elevation whichever is greater). Floodproofing and sealing measures must be implemented to ensure that toxic substances will not be displaced by or released into floodwaters. Multiple access routes, elevated to or above the point 2 percent (0.2%) flood elevation, shall be provided to all critical facilities to the maximum extent possible. Critical facilities must not only be protected to or above the point 2 percent (0.2%) chance flood, but must remain operable during such an event. The community's flood response plan must list facilities considered critical in a flood, since loss of access can cause a critical situation. Other facilities in low risk flood zones that may also be needed to support flood response efforts must be included on the critical facility list. The use of any structure shall not be changed to a critical facility, where such a change in use will render the new critical facility out of conformance with this section. The list of the operators of the critical facilities affected by flooding must be updated at least annually, as part of the community critical facility planning procedures.

ARTICLE 6. VARIANCE PROCEDURES.

SECTION A. DESIGNATION AND DUTIES OF VARIANCE AND APPEALS BOARD.

1. When it is alleged an error in any requirement, decision, or determination is made by the Floodplain Administrator in the enforcement or administration of this ordinance or a request for a variance with any requirement of this ordinance, the following boards, as established by the City Council of the City of Hattiesburg, shall hear and make recommendations to the City Council:

    a. If the appeal or variance involves any functionally dependent historic structure, the Hattiesburg Historic Conservation Commission, hereafter known as "HHCC" shall hear OR

b. If the appeal or a variance (from the subdivision studies in A zones or structures that are fully compliant with wet-floodproofing methods) of this ordinance, then the Hattiesburg Planning Commission, hereafter known as the "HPC" shall hear.

2. Any person aggrieved by the recommendation of either the "HHCC" or "HPC" may appeal such decision to the City Council.

3. Any person aggrieved by the decision of the City Council may appeal such decision to the Circuit Court, as provided in Mississippi Code Annotated, § 11-51-75 (1972).

4. Variances from the requirements of this code will not be issued except for:

   a. functionally dependent historic structures which meet all criteria in Article 6, Section E of this ordinance,

   b. subdivision studies for properties in an A zone as outlined in Article, 5, Section F, Section 10 & 11 of this ordinance, or

   c. properties that are fully compliant with wet-floodproofing methods as outlined in the definitions.

SECTION B. VARIANCE PROCEDURES.

In passing upon such applications, the "HHCC" or the "HPC" shall consider all technical evaluations, relevant factors, and standards specified in other sections of this ordinance, and:

1. The evaluation must be based on the characteristics unique to that property and not be shared by adjacent parcels. The characteristics must pertain to the land itself, not to the structure, its inhabitants, or its owners;

2. Variances should never be granted for multiple lots, phases of subdivisions, or entire subdivisions;

3. The danger that materials may be swept onto other lands to the injury of others;

4. The danger of life and property due to flooding or erosion damage;

5. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and the community;

6. The importance of the services provided by the proposed facility to the community;

7. The necessity of the facility to be at a waterfront location, where applicable;

8. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;

9. The compatibility of the proposed use with existing and anticipated development;

10. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

11. The safety of access to the property in times of flood for ordinary and emergency vehicles;

12. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site, and;

13. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges and culverts.

14. Upon consideration of factors listed above, and the purpose of this ordinance, the "HHCC" or "HPC" may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

15. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

SECTION C. CONDITIONS FOR SPECIFIED VARIANCE TYPES.

1. Variances shall only be issued when there is:

    a. A showing of good and sufficient cause;

    b. A determination that failure to grant the variance would result in exceptional hardship, and;

    c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

2. The provisions of this ordinance are minimum standards for flood loss reduction; therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary deviation from the requirements of this ordinance, considering the flood hazard, to afford relief. In the instance of a Historic Structure, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building. (See Article 6, Section E.)

3. Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the lowest floor is to be built and stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

4. The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency and Mississippi Emergency Management Agency upon request. (See Article 6 Section D-3.)

5. Upon consideration of the factors listed above and the purposes of this ordinance, the "HHCC" or "HPC" may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

6. Variances shall not be issued "after the fact."

SECTION D. VARIANCE NOTIFICATION.

Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:

1. The issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as $25 for $100 of insurance coverage, and;

2. Such construction below the base flood level increases risks to life and property. A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the City of Hattiesburg Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

3. The Floodplain Administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances issued in the community's biennial report submission to the Federal Emergency Management Agency.

SECTION E. HISTORIC STRUCTURES.

Historic structures are exempted from the substantial improvement requirements if the improvements to a historic structure meet the following three criteria, the buildings will not have to be elevated or flood proofed. It can also retain its pre-FIRM flood insurance rating status.

1. **The building must be a bona-fide "historic structure."** As followed by definition.

2. **The project must maintain the historic status of the structure.** If the proposed improvements to the structure will result in it being removed from or ineligible for the National Register or federally-certified state or local inventory, then the proposal cannot be granted an exemption from the substantial improvement rule.

    a. Written review and approval of proposed plans by the local historic preservation board and/or the Historic Planner, if it is federally-certified, or by the state historic preservation office. If the plans are approved, you can grant the exemption. If no, no exemption can be permitted.

3. **Take all possible flood damage reduction measures.** Even though the exemption to the substantial improvement rule means the building does not have to be elevated to or above BFE, or be renovated with flood-resistant materials that are not historically sensitive, many things can and should be done to reduce the flood damage potential. Examples include:

    - Locating mechanical and electrical equipment above the BFE or floodproofing it.
    - Elevating the lowest floor of an addition to or above the BFE with the change in floor elevation disguised externally.
    - Building the lowest floor of an addition with flood-resistant materials and providing hydrostatic openings.

ARTICLE 7. <u>SEVERABILITY</u>.

If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance."

SECTION 2. That Ordinance Number 3049, adopted January 19, 2010, Ordinance Number 3028, adopted January 20, 2009, Ordinance Number 2345, adopted May 8, 1990, and any other ordinances in conflict thereof are hereby repealed.

SECTION 3. This Ordinance shall take effect and be in force from and after passage as provided by law.

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

Yeas: Nays:

The president hereby declared the motion carried and the Ordinance adopted and approved on this, the _____, day of _____, A.D., 2013.

(SEAL)

ATTEST:

_____
CLERK OF COUNCIL

ADOPTED:

_____
PRESIDENT

The above and foregoing Ordinance having been submitted to and approved by the Mayor this, the _____ day of _____, A.D., 2013.

ATTEST:

_____
CITY CLERK

APPROVED:

_____
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 3111

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE AMENDING CHAPTER 10 OF THE CODE OF ORDINANCES, WHICH ESTABLISHED THE FLOOD DAMAGE PREVENTION ORDINANCE FOR THE CITY OF HATTIESBURG, AND REPEALING ORDINANCE NUMBER 3049, ADOPTED JANUARY 19, 2010, ORDINANCE NUMBER 3028, ADOPTED JANUARY 20, 2009, ORDINANCE NUMBER 2345, ADOPTED MAY 8, 1990, AND ANY OTHER ORDINANCES IN CONFLICT HEREWITH

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

SECTION 1. That Chapter 10 of the Code of Ordinances, be and the same is hereby amended to read as follows, to wit:

"ARTICLE 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES.

SECTION A. STATUTORY AUTHORIZATION.

The Legislature of the State of Mississippi has in Title 17, Chapter 1, Mississippi Code 1972 Annotated delegated the responsibility to local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the governing body of the City of Hattiesburg does hereby adopt the following floodplain management regulations.

SECTION B. FINDINGS OF FACT.

1. The City of Hattiesburg is subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

2. These flood losses are caused by the cumulative effect of obstructions, both inside and outside the identified Special Flood Hazard Areas, causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or

hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

SECTION C. STATEMENT OF PURPOSE.

It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, which result in damaging increases in erosion or in flood heights or velocities;

2. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

3. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters;

4. Control filling, grading, dredging, and other development which may increase erosion or flood damage, and;

5. Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

SECTION D. OBJECTIVES.

The objectives of this ordinance are:

1. To protect human life and health;

2. To minimize expenditure of public money for costly flood control projects;

3. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

4. To minimize prolonged business interruptions;

5. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;

6. To help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas, and;

7. To ensure that potential homebuyers are notified that property is in a flood prone area.

SECTION E. METHODS OF REDUCING FLOOD LOSSES.

In order to accomplish its purposes, this ordinance includes methods and provisions for:

1. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;

2. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

3. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;

4. Controlling filling, grading, dredging, and other development which may increase flood damage, and;

5. Preventing or regulating the construction of flood barriers that will unnaturally divert floodwaters or may increase flood hazards in other areas.

ARTICLE 2. DEFINITIONS.

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance it's most reasonable application.

Accessory structure (Appurtenant structure) means a structure, which is located on the same parcel of property as the principal structure, and the use of which is incidental to the use of the principal structure. Accessory structures should constitute a minimal initial investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.

Addition (to an existing building) means any walled and roofed expansion to the perimeter or height of a building. Any addition shall be considered new construction. If the addition is more than 50% of the market value of the structure, then the addition and the existing structure are now new construction.

Appeal means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

Area of special flood hazard is the land in the floodplain within a community subject to a one percent (1%) or greater chance of flooding in any given year. This area is also referred to as the Special Flood Hazard Area (SFHA).

Base flood means the flood having a one percent (1%) chance of being equaled or exceeded in any given year (also called the "one percent (1%) chance flood").

Base Flood Elevation (BFE) is the elevation shown in the Flood Insurance Study (FIS) for Zones AE, AR, AR/A, and AR/AE, that indicates the water surface elevation resulting from a flood that has a one percent (1%) or greater chance of being equaled or exceeded in any given year.

Basement means any portion of a building having its floor sub-grade (below ground level) on all sides.

Buildings -see **Structure**.

Community is a political entity and/or its authorized agents or representatives that have the authority to adopt and enforce floodplain ordinances for the area under its jurisdiction.

Community Floodplain Management Map means any map produced by the community utilizing best available base flood elevation and floodway data that is from a federal, state, or other accepted technical source.

Community Rating System (CRS) is a program developed by the Federal Insurance Administration to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

Community Flood Hazard Area (CFHA) is an area that has been determined by the Floodplain Administrator (or other delegated, designated, or qualified community official) from available technical studies, historical information, and other available and reliable sources, which may be

subject to periodic inundation by floodwaters that can adversely affect the public health, safety and general welfare. This includes areas downstream from dams.

Conditional Letter of Map Revision (CLOMR) see **Map Amendment.**

Critical facility (also called critical action) means facilities for which the effects of even a slight chance of flooding would be too great. The minimum floodplain of concern for critical facilities is the point 2 percent (0.2%) chance flood level. Critical facilities include, but are not limited, to facilities critical to the health and safety of the public such as: emergency operations centers, designated public shelters, schools, nursing homes, hospitals, police, fire and emergency response installations, vital data storage centers, power generation, water and other utilities (including related infrastructure such as principal points of utility systems) and installations which produce, use or store hazardous materials or hazardous waste (as defined under the Clean Water Act and other Federal statutes and regulations).

Dam is any artificial barrier, including appurtenant works, constructed to impound or divert water, waste water, liquid borne materials, or solids that may flow if saturated. All structures necessary to maintain the water level in an impoundment or to divert a stream from its course will be considered a dam including:

> **High hazard dam** means a class of dam in which failure may cause loss of life, serious damage to residential, industrial, or commercial buildings; or damage to, or disruption of, important public utilities or transportation facilities such as major highways or railroads. Dams which meet the statutory thresholds for regulation that are proposed for construction in established or proposed residential, commercial, or industrial areas will be assigned this classification, unless the applicant provides convincing evidence to the contrary. A development permit is required for a structure and any associated fill downstream from a dam at any location where flooding can be reasonably anticipated from principal or emergency spillway discharges, or from overtopping and failure of the dam.
>
> **Low hazard dam** means a class of dam in which failure would at the most result in damage to agricultural land, farm buildings (excluding residences), or minor roads.
>
> **Significant hazard dam** means a dam assigned the significant hazard potential classification where failure may cause damage to main roads, minor railroads, or cause interruption of use, or service of relatively important public utilities.

Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of materials or equipment.

Elevated building means for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, pilings, columns, or piers.

Elevation Certificate is a FEMA form used as a certified statement that verifies a building's elevation information.

Emergency Program means the first phase under which a community participates in the NFIP. It is intended to provide a first layer amount of insurance coverage for all insurable buildings in that community before the effective date of the initial FIRM dated April 3, 1970.

Enclosure Below the Lowest Floor see "**Lowest Floor.**"

Encroachment means the advance or infringement of uses, plant growth, fill, excavation, buildings, structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Executive Order 11988 (Floodplain Management) this order requires that no federally assisted activities be conducted in or have the potential to affect identified Special Flood Hazard Areas, unless there is no practicable alternative.

Executive Order 11990 (Wetlands Protection) this order requires the avoidance of adverse impacts associated with the destruction or modification of wetlands.

Existing Construction means structures for which the "start of construction" commenced before January 1, 1975. Existing construction may also be referred to as existing structures.

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision includes the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Fill means a deposit of earthen materials placed by artificial means.

Five-Hundred (500) Year Flood means the flood that has a point 2 percent (0.2%) chance of being equaled or exceeded in any year. Areas subject to the point 2 percent (0.2%) chance flood have a moderate risk of flooding.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

a. The overflow of inland or tidal waters.

b. The unusual and rapid accumulation or runoff of surface waters from any source.

c. Mudslides which are proximately caused by flooding and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

d. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding.

Flood (insurance definition) means a general and temporary condition of partial or complete inundation of two or more acres of normally dry land areas or of two or more properties (e.g. a building and a public street) from (1) overflow of inland or tidal waters (2) unusual and rapid accumulation or runoff of surface waters (3) mudflows caused by flooding.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) is the document which provides an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide and/or flood-related erosion hazards.

Flood Protection Elevation is the base flood elevation plus one (1) foot of freeboard. In areas where no base flood elevations exist from any authoritative source, the flood protection elevation can be historical flood elevations, or base flood elevations determined and/or approved by the floodplain administrator plus freeboard.

Floodplain means any land area susceptible to being inundated by flood waters from any source.

Floodplain Administrator is the individual appointed to administer and enforce the floodplain management regulations.

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

Floodplain management regulations means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power which control development in flood-prone areas. This term describes federal, state, or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Floodproofing Certificate is an official FEMA form used to certify compliance for non-residential structures, as an alternative to elevating buildings to or above the base flood elevation.

Floodproofing Methods:

Dry Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate flood damages to real estate or improved real estate property, water, and sanitary facilities, structures, and their contents. Structures shall be floodproofed with a minimum of 12 inches of freeboard (more is recommended) in relation to the base flood elevation. Dry floodproofing of a pre-FIRM residential structure that has not been substantially damaged or improved is allowed. Dry floodproofing of a post- FIRM residential building is not allowed.

Wet floodproofing means a method of construction which allows water to enter a structure in such a way that will minimize damage to the structure and its contents. Wet floodproofing is appropriate for functionally dependent use and uses that facilitate open space use by variance only, structures utilized for parking or limited storage, or when all other techniques are not technically feasible. Wet floodproofing shall not be utilized as a method to satisfy the requirements of this ordinance for bringing substantially damaged or improved structures into compliance. Wet floodproofing is not allowed in lieu of complying with the lowest floor elevation requirements for new residential buildings.

Floodway, Regulatory means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot (1').

Floodway fringe means that area of the special flood hazard area on either side of the regulatory floodway.

Freeboard means a factor of safety, usually expressed in feet above the BFE, which is applied for the purposes of floodplain management. The City of Hattiesburg's freeboard is one (1) foot above BFE.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, ship building and ship repair facilities and seafood offloading facilities. The term does not include

long-term storage, manufacture, processing functions, sales, administrative functions, or service facilities.

Hazard potential means the possible adverse incremental consequences that result from the release of water or stored contents due to failure of a dam or mis-operation of a dam or appurtenances. The hazard potential classification of a dam does not reflect in any way on the current condition of a dam and its appurtenant structures (e.g. safety, structural integrity, and flood routing capacity).

Highest adjacent grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a building.

Historic Structure means any structure that is:

a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic or a district preliminarily determined by the Secretary to qualify as a registered historic district;

c. Individually listed on the State of Mississippi inventory of historic structures (Mississippi Landmarks), or;

d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by an approved state program as determined by the Secretary of the Interior.

Hydrologic and hydraulic engineering analyses means the analyses performed by a professional engineer, registered in the State of Mississippi, in accordance with standard engineering practices as accepted by FEMA, used to determine flood elevations and/or floodway boundaries.

Increased Cost of Compliance (ICC) coverage means under the standard flood insurance policy the cost to repair a substantially flood damaged building that exceeds the minimal repair cost and that is required to bring a substantially damaged building into compliance with the local flood damage prevention ordinance. Acceptable mitigation measures are floodproofing (nonresidential), relocation, elevation, demolition, or any combination thereof. All renewal and new policies with effective dates on or after June 1, 1997, include ICC coverage.

Letter of Map Revision types see **Map Amendment.**

Levee means a man-made structure; usually an earthen embankment, designed and constructed in accordance with sound engineering practices, to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices. For a levee system to be recognized, the following criteria must be met. All closure devices or mechanical systems for internal drainage, whether manual or automatic, must be operated in accordance with an officially adopted operation manual (a copy of which must be provided to FEMA by the operator when levee or drainage system recognition is being sought or revised). All operations must be under the jurisdiction of a Federal or State agency, an agency created by Federal or State law, or an agency of a community participating in the NFIP.

Lowest adjacent grade means the elevation of the sidewalk, patio, deck support, or basement entryway immediately next to the structure and after the completion of construction. It does

not include earth that is placed for aesthetic or landscape reasons around a foundation wall. It does include natural ground or properly compacted fill that comprises a component of a building's foundation system.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the non-elevation provisions of this code.

Manufactured home (44 CFR 59.1 definition / FEMA) means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when attached to the required utilities. The term manufactured home does not include a "recreational vehicle."

Manufactured housing (24 CFR 3280.3 and 3285.5 definitions / HUD) means "...a structure, transportable in one or more sections, which in the traveling mode is 8 body feet or more in width or 40 body feet in length or which when erected on-site is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities."

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Map Amendment means a change to an effective NFIP map that results in the exclusion from the SFHA or an individual structure or a legally described parcel of land that has been inadvertently included in the SFHA (i.e., no alterations of topography have occurred since the date of the first NFIP map that showed the structure or parcel to be within the SFHA. This can be achieved through the appropriate method below:

Letter of Map Amendment (LOMA)
An amendment based on technical data showing that a property was incorrectly included in a designated SFHA was not elevated by fill (only by a natural grade elevation), and will not be inundated by the one percent (1%) chance flood. A LOMA amends the current effective FIRM and establishes that a specific property is not located in a SFHA.

Letter of Map Change (LOMC) is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMC's are broken down into the following categories:

Letter of Map Revision (LOMR)
A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the BFE and is, therefore, excluded from the SFHA.

Letter of Map Revision, Conditional (CLOMR)
A formal review and comment by FEMA as to whether a proposed project complies with the minimum NFIP floodplain management criteria. A CLOMR does not revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

Map Panel Number means the four-digit number followed by a letter suffix assigned by FEMA on a FIRM. The first four digits represent the map panel, and the letter suffix represents the number of times the map panel has been revised.

Market value means the building value, which is the property value less the land value (as agreed between a willing buyer and seller); as established by what the local real estate market

will bear. Market value can be established by independent certified appraisal; replacement cost depreciated by age of building (Actual Cash Value); or adjusted assessed values.

Mean Sea Level means, for the purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced.

National Flood Insurance Program (NFIP) is the federal program that makes flood insurance available to owners of property in participating communities nationwide through the cooperative efforts of the Federal Government and the private insurance industry.

National Geodetic Vertical Datum (NGVD) means a vertical control, corrected in 1929, used as a reference for establishing varying elevations within the floodplain.

New Construction means a structure or an addition to an existing structure for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and any subsequent improvements to such structure or the addition.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain regulations adopted by a community.

Non-Residential means, but is not limited to; small business concerns, churches, schools, farm buildings (including grain bins and silos), poolhouses, clubhouses, recreational buildings, mercantile structures, agricultural and industrial structures, warehouses, and hotels or motels with normal room rentals for less than 6 months duration.

North American Vertical Datum (NAVD) of 1988 means a vertical control, corrected in 1988, used as a reference for establishing varying elevations within the floodplain.

Obstruction means, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channel construction, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

One Percent (1%) Flood (aka 100-Year Flood) is the flood that has a one percent (1%) chance of being equaled or exceeded in any given year. Any flood zone that begins with the letter A is subject to inundation by the one percent (1%) chance flood. Over the life of a 30-year loan, there is a 26-percent chance of experiencing such a flood within the SFHA.

Participating Community is any community that voluntarily elects to participate in the NFIP by adopting and enforcing floodplain management regulations that are consistent with the standards of the NFIP.

Post-FIRM Construction means new construction and substantial improvements for which start of construction occurred after December 31, 1974.

Pre-FIRM Construction means new construction and substantial improvements for which start of construction occurred on or before December 31, 1974.

Probation is a means of FEMA formally notifying participating communities of the first of the two NFIP sanctions due to their failure to correct violations and deficiencies in the administration and enforcement of the local floodplain management regulations.

Public safety and nuisance means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

Recreational vehicle means a vehicle that is:

a. Licensed and titled as an RV or park (not a permanent residence);

b. Built on a single chassis, without permanent foundation;

c. 400 square feet or less when measured at the largest horizontal projection;

d. Has no attached deck, porch, or shed;

e. Has quick-disconnect sewage, water, and electrical connectors;

f. Designed to be self-propelled or permanently towable by a light duty truck, and;

g. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regular Program means the second phase of the community's participation in the NFIP in which second layer coverage is available based upon risk premium rates only after FEMA has completed a risk study for the community.

Repair means the reconstruction or renewal of any part of an existing building for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community, and all such regulations effective at the time of permitting must be met.

Repetitive Loss means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Repetitive Loss Property is any insurable building for which two or more claims of more than $1,000 were paid by the National Flood Insurance Program (NFIP) within any rolling 10-year period, since 1978. At least two of the claims must be more than ten days apart but, within ten years of each other. A RL property may or may not be currently insured by the NFIP.

Residential Structure is a building or portion thereof designed or used for residential occupancy but not including hotels, motels, and motor lodges.

Section 1316 means that section of the National Flood Insurance Act of 1968, as amended, which states that no new flood insurance coverage shall be provided for any property that FEMA finds has been declared by a duly constituted state or local zoning authority or other authorized public body to be in violation of state or local laws, regulations, or ordinances that are intended to discourage or otherwise restrict land development or occupancy in flood-prone areas.

Severe Repetitive Loss Structure means any insured property that has met at least one of the following paid flood loss criteria since 1978, regardless of ownership:

a. Four or more separate claim payments of more than $5,000 each (including building and contents payments); or

b. Two or more separate claim payments (building payments only) where the total of the payments exceeds the current market value of the property.

In either case, two of the claim payments must have occurred within ten years of each other. Multiple losses at the same location within ten days of each other are counted as

one loss, with the payment amounts added together.

Special flood hazard area (SFHA) means that portion of the floodplain subject to inundation by the base flood and/or flood-related erosion hazards as shown on a FHBM or FIRM as Zones A, AE, AR, AR/AE, and AR/A.

Start of construction means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; the installation of streets and/or walkways; excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main building. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure (for floodplain management purposes), means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

Structure (for insurance purposes), means a building with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site; a manufactured home built on a permanent chassis, transported to it site in one or more sections, and affixed to a permanent foundation; or a travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws. The term does not include a recreational vehicle or a park trailer or other similar vehicle, except as described in the last part of this definition, or a gas, or a liquid storage tank.

See also: Accessory structure, Elevated building, Historic structure, New Construction, Manufactured home park or subdivision, Manufactured housing, New Manufactured home park or subdivision, Non-Residential, or Residential

Subrogation means an action brought by FEMA when flood damages have occurred, a flood insurance claim has been paid, and all or part of the damage can be attributed to acts or omissions by a community or other third party.

Substantial Damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Substantial damage also means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Substantial Improvement means any combination of reconstruction, rehabilitation, or other improvement of a structure taking place over a designated five (5) year period in which the cumulative percentage of improvement equals or exceeds 50 percent of the current market value of the structure before the "start of construction" of the improvement. The designated five (5) year period begins at the date of the initial improvement to the structure. The costs for determining substantial improvement include the costs of additions. This term includes structures which have incurred repetitive loss or substantial damage, regardless of the actual repair work performed.

The term does **not** apply to:

a. Any project for improvement of a building required to comply with existing health, sanitary, or safety code specifications which have been identified by the Code Enforcement Official and which are solely necessary to assure safe living conditions.

b. Any alteration of a "historic structure" provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Substantially improved existing manufactured home parks or subdivisions means manufactured home parks or subdivisions where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

Suspension means the removal, with or without probation, of a participating community from the NFIP because the community failed to adopt and enforce the compliant floodplain management regulations required for participation in the NFIP.

Variance is a grant of relief from certain requirements of this ordinance, as outlined in Article 6, Variance Procedures

Violation means the failure of a structure or other development to be fully compliant with this ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

Watercourse means any flowing body of water including a river, creek, stream, or a branch.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Zone means a geographical area shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map that reflects the severity or type of flooding in the area. The following zones are applicable in the City of Hattiesburg:

A Zone is the Area of Special Flood Hazard without base flood elevations determined.

AE Zone is the Area of Special Flood Hazard with base flood elevations determined.

AR/AE and AR/A Zones are SFHAs that result from the decertification of a previously accredited flood protection system or levee that is in the process of being restored to provide a one percent (1%) chance or greater level of flood protection. After restoration is complete, these areas will still experience residual flooding from other flooding sources.

X Zones (shaded) are areas of point 2 percent (0.2%) chance flood that are outside of the SFHA with average depths of less than one (1) foot, or with contributing drainage areas of less than one (1) square mile and areas protected by certified levees from the base flood.

X Zones (un-shaded) are areas determined to be outside the SFHA and the point 2 percent (0.2%) chance floodplain.

ARTICLE 3. GENERAL PROVISIONS.

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES.

This ordinance shall apply to all special flood hazard areas (SFHAs) within the jurisdiction of the City of Hattiesburg.

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the portion of the Forrest County Flood Insurance Study, dated March 2, 2010 with the accompanying Flood Insurance Rate Map(s) (FIRM) containing various panel numbers indicating the city limits of Hattiesburg, and other supporting data are adopted by reference and declared to be a part of this ordinance. The Flood Insurance Study and maps are on file in the Planning Office of the Department of Urban Development, located in the City Hall Building.

SECTION C. USE OF PRELIMINARY FLOOD HAZARD DATA.

When Flood Insurance Studies and Preliminary Flood Insurance Rate Maps have been provided by FEMA:

1. Prior to the issuance of a Letter of Final Determination (LFD) by FEMA, the use of the preliminary flood hazard data shall only be required where no base flood elevations and/or floodway areas exist or where the preliminary base flood elevations or floodway area exceed the base flood elevations and/or floodway widths in the effective flood hazard data provided by FEMA. Such preliminary data may be subject to revision through valid appeals.

2. Upon the issuance of a Letter of Final Determination (LFD) by FEMA, the revised flood hazard data shall be used and replace all previously effective flood hazard data provided by FEMA for the purposes of administrating these regulations.

Where adopted regulatory standards conflict, the more stringent base flood elevation shall prevail. Preliminary FIS data may be subject to change by a valid appeal.

SECTION D. ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT.

A development permit shall be required in conformance with the provision of this ordinance prior to the commencement of any development activities in identified areas of special flood hazard.

SECTION E. COMPLIANCE.

No structure or land shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

SECTION F. ABROGATION AND GREATER RESTRICTIONS.

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION G. INTERPRETATION.

In the interpretation and application of this ordinance all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body, and;
3. Deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION H: REPETITIVE LOSS STRUCTURES.

The community may declare any existing structure as a repetitive loss structure as required to qualify the structure for increased cost of compliance (ICC) benefits allowed by a National Flood Insurance Program flood policy claim. To be declared a repetitive loss structure, the following conditions must be met:

1. The structure must have a flood insurance policy that includes the increased cost of compliance coverage and;

2. The structure must have been flooded twice during a ten-year period with each flood event causing damage for which the repair cost equaled or exceeded 25% of the market value of the structure.

SECTION I. WARNING AND DISCLAIMER OF LIABILITY.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions.

Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of governing body of the City of Hattiesburg or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

SECTION J. ENFORCEMENT, PENALTIES, AND VIOLATIONS.

1. Any action or inaction which violates the provisions of this ordinance or permit shall constitute a misdemeanor.

2. Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not exceeding one thousand dollars ($1,000.00) or imprisonment for a term not exceeding ninety (90) days, or by both such fine and imprisonment in the discretion of the municipal judge, and in addition, shall pay all costs and expenses involved in the case. Each act of violation and each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Floodplain Administrator from taking such other lawful actions as are necessary to prevent or remedy any violation.

3. Administrative appeal; judicial review. Any person receiving a notice of violation may appeal to the Hattiesburg Planning Commission, hereafter known as "HPC", or if affects any functionally dependent historic structure, the Hattiesburg Historic Conservation Commission, hereafter known as "HHCC", for the determination of the community, including but not limited to the issuance of a stop work order, the assessment of an administratively-imposed monetary penalty, the suspension, revocation, modification, or grant with condition of a permit by the community upon finding that the holder is in violation of permit conditions, or that the holder is in violation of any applicable ordinance or any of the community's rules and regulations, or the issuance of a notice of bond forfeiture.

   The notice of appeal must be in writing and must be received by the Floodplain Manager or their official designee, within ten days from the date of the notice of violation. A hearing on the appeal shall take place at the next available regularly scheduled meeting of the "HPC" or if applicable the "HHCC".

   All appeals shall be heard and decided by the community's designated Appeal Board, being the "HPC" or if applicable the "HHCC". The "HPC" and "HHCC" shall have the power to affirm, modify, or reject the original penalty, including the right to increase or decrease the amount of any monetary penalty and the right to add or delete remedial actions required for correction of the violation and compliance with the community's flood damage prevention ordinance, and any other applicable local, state, or federal requirements. The decision of the "HPC" and "HHCC" are recommendations which must be approved or denied by the City Council.

4. Any person aggrieved by the decision of the "HPC" or "HHCC" may appeal such decision to the City Council.

5. Judicial review. Any person aggrieved by a decision or order of the community, after exhausting his administrative remedies, shall have the right to appeal de novo to the Circuit Court.

ARTICLE 4. ADMINISTRATION.

SECTION A. DESIGNATION OF FLOOD DAMAGE PREVENTION ORDINANCE ADMINISTRATOR.

The governing body of the City of Hattiesburg hereby appoints the Planning Administrator, or their designee, to administer and implement the provisions of this ordinance and is herein referred to as the Floodplain Administrator and/or the administrator.

SECTION B. PERMIT PROCEDURES.

Application for a Development Permit shall be made to the Floodplain Administrator on forms furnished by him or her prior to any development activities, and may include, but not be limited to, the following plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill, storage of materials or equipment, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

1. Application Stage.

   a. Elevation in relation to mean sea level of the proposed lowest floor (including basement) of all buildings, which will be submitted on a FEMA (Elevation Certificate) by a State of Mississippi registered engineer or surveyor;

   b. Elevation in relation to mean sea level to which any non-residential building in an A or AE Zone will be floodproofed;

   c. Certificate from a State of Mississippi registered professional engineer or architect that the non-residential floodproofed building will meet the floodproofing criteria in Article 4, Section B-2 and Article 5, Section C-2;

   d. No floodplain development permit can be issued to any mobile, modular, or permanently constructed residence, building or facility unless the owner, lessee, or developer obtains a Notice of Intent from the Mississippi State Health Department, pursuant to the MS Individual On-Site Wastewater Disposal System Law (2009), for un-sewered areas of the City.

   e. Description of the extent to which any watercourse will be altered or relocated as result of proposed development.

2. Construction Stage:

Upon establishment/placement of the lowest floor, before framing continues, including any approved floodproofing method, by whatever construction means, it shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the NAVD or NGVD elevation of the lowest floor or floodproofed elevation, as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer, who is authorized by the state of Mississippi to certify such information, and certified by same. When floodproofing is utilized for a particular building said certification shall be prepared by or under the direct supervision of a professional engineer or architect, who is authorized by the state of Mississippi to certify such information, and certified by same. Floodproofing shall be required to be one (1) foot above the base flood elevation.

Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The Floodplain Administrator shall review the lowest floor & floodproofing elevation survey

data submitted. The permit holder immediately and prior to further progressive work being permitted to proceed shall correct deficiencies detected by such review. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.

In any lot or lots/areas that have been removed from the special flood hazard area via a Letter of Map Revision Based on Fill, and if the top of fill level is below the freeboard elevation, all new structures, additions to existing buildings or substantial improvement must meet the required community freeboard elevation.

3. Finished Construction:

Upon completion of construction, a FEMA elevation certificate which depicts all finished construction elevations is required to be submitted to the Floodplain Administrator. If the project includes a floodproofing measure, a FEMA floodproofing certificate is required to be submitted by the permit holder to the Floodplain Administrator.

SECTION C. POWERS, DUTIES, AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.

The Floodplain Administrator and his or her designated staff is hereby authorized and directed to enforce the provisions of this ordinance. The Administrator is further authorized to render interpretations of this ordinance, which are consistent with its spirit and purpose.

1. Right of Entry

   a. Whenever necessary to make an inspection to enforce any of the provisions of this ordinance, or whenever the Administrator has reasonable cause to believe that there exists in any building or upon any premises any condition or ordinance violation which makes such building, structure or premises unsafe, dangerous or hazardous, the Administrator may enter such building, structure or premises at all reasonable times to inspect the same or perform any duty imposed upon the Administrator by this ordinance.

   b. If such building or premises are occupied, the Administrator shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of such building or premises.

   c. If entry is refused, the Administrator shall have recourse to every remedy provided by law to secure entry.

   d. When the Administrator shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Administrator for the purpose of inspection and examination pursuant to this ordinance.

2. Duties of the administrator shall include, but not be limited to:

   a. Review all development permits to assure that the permit requirements of this ordinance have been satisfied.

   b. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Additionally, require the permittee to obtain and submit copies of any required federal or state permits and maintain them on file with the development permit.

c. Perform a minimum of three inspections to ensure that all applicable ordinance and floodplain development requirements have been satisfied. The first inspection upon the establishment of the Base Flood Elevation reference mark at the development site; the second upon the establishment of the structure's footprint prior to pouring the slab or the establishment of the lowest floor in an elevated foundation system; and the final inspection upon completion and submission of the required finished construction elevation certificate.

d. Verify any required setback distances.

e. Verify that all placement of fill or grading is according to certified plans. Assure that any fill being used as part of the structure's foundation system is both clean material and properly compacted and placed. A professional certification that the foundation footings of any structure built on fill was engineered and is reasonably safe from flooding must be requested of the builder/developer, and the owner/contractor must provide density reports from a licensed testing agency showing that the fill meets a 95% compaction ratio.

f. Verify adequate placement and size of any required flood vents in regard to the number of openings, their location, size, and height above ground level.

g. Ensure that a crawlspace has adequate vents or openings and that the interior grade is at or above the exterior grade. The foundation must be vented to comply with the floodplain ordinance as well as the currently adopted building code.

h. Verify that the structure's utilities, duct work, and HVAC systems are at or above the base flood elevation.

i. Notify adjacent communities, the NFIP State Coordinator, and other federal and/or state agencies with statutory or regulatory authority prior to any alteration or relocation of a watercourse.

j. Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained.

k. Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new construction and substantially improved buildings, in accordance with Article 4, Section 2-B). Information must be recorded on the FEMA Elevation Certificate.

l. Verify and record the actual elevation (in relation to mean sea level) to which the new construction and substantially improved buildings have been floodproofed, in accordance with Article 4, Section 2-B). Information must be recorded on the FEMA Elevation Certificate.

m. Review certified plans and specifications for compliance.

n. Make the necessary interpretation where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Article.

o. Obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source when base flood elevation data or floodway data have not been provided in accordance with Article 3, Section B, in order to administer the provisions of Article 5.

p. Provide information, testimony, or other evidence, as needed during variance request hearings.

q. Conduct the following actions when damage occurs to a building or buildings:

1. Determine whether damaged structures are located within the Special Flood Hazard Area;

2. Conduct damage assessments for those damaged structures located in the SFHA, and;

3. Make a reasonable attempt to notify owner(s) of damaged structure(s) of the requirement to obtain a building permit / floodplain development permit prior to repair, rehabilitation, or reconstruction.

r. Perform such other inspections as may be required to insure compliance with the other provisions of this ordinance.

ARTICLE 5. PROVISIONS FOR FLOOD HAZARD REDUCTION.

SECTION A. GENERAL STANDARDS.

In all areas of special flood hazard the following provisions are required:

1. New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure.

2. Manufactured homes shall be anchored to prevent flotation, collapse, and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. Dry stacked blocks/piers (stacked without the use of mortar or cement to bond them together) are not acceptable as an anchor/elevation method. Only reinforced blocks/piers (with concrete and metal dowels) are allowed as an approved anchor/elevation method. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces.

3. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

4. New construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.

5. Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities, including ductwork, shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding, such facilities shall be located a minimum of one foot (1') above the Base Flood Elevation.

6. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.

7. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.

8. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.

9. Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this ordinance shall meet the requirements of "new construction" as contained in this ordinance.

10. Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this ordinance, shall be undertaken only if said non-conformity shall meet the requirements of "new construction" as contained in this ordinance.

11. All gas and liquid storage tanks (both above and below ground) shall be adequately anchored to prevent floatation, lateral movement resulting from hydrodynamic forces, and the effects of buoyancy.

12. When new construction and substantial improvements are located in multiple flood zones or in a flood zone with multiple base flood elevations, they shall meet the requirement for the more stringent flood zone and the highest base flood elevation.

13. New construction and substantial improvement of any building inside the SFHA, shall have the lowest floor (including basement) at least one (1) foot above the base flood elevation, unless the topography of the property does not allow for strict adherence as determined by the Floodplain Administrator. Areas outside the SFHA shall be elevated in accordance with Article 5, Section B.

14. All new horizontal additions must have the lowest floor and all HVAC, including ductwork, elevated to the regulatory base flood elevation.

15. New construction and substantial improvements of structures built on fill shall be constructed on properly designed and compacted fill that extends 10 feet to 15 feet beyond the building walls before dropping below the base flood elevation, and shall have appropriate protection from erosion and scour as follows:

    a. Fill sites, upon which structures will be constructed or placed, must be compacted to 95 percent of the maximum density obtainable with the Standard Proctor Test method or an acceptable equivalent method.

    b. Fill slopes shall be no steeper than one (1) foot vertical to two feet horizontal.

    c. Adequate protection against erosion is must be provided for fill slopes. When expected velocities during the occurrence of the base flood are greater than five feet per second, armoring with stone or rock protection or material that will provide equivalent resistance will be provided. When expected velocities during the base flood are five feet per second or appropriate protection shall be provided by covering them with vegetative cover at a minimum.

    d. Fill shall be composed of clean granular or earthen material.

16. Storage or processing of materials that are hazardous, flammable, explosive, or in time of flooding could become buoyant and pose an obstruction to flow, are prohibited within the community special flood hazard areas, to include identified floodways. Storage of material or equipment not otherwise prohibited shall be firmly anchored to prevent flotation.

SECTION B. STANDARDS FOR X ZONES (SHADED/UN-SHADED).

Any area outside the FEMA studied areas lying along blue line streams shown on the United States Department of the Interior Geological Survey quadrants of which the City of Hattiesburg is contained and/or areas with flood prone soils which are contiguous to blue line streams as shown on the City of Hattiesburg Flood Prone Soils Map shall also be considered community flood hazard areas.

1. Compliance with the City of Hattiesburg's Land Development Code, Ordinance Number 2330, as amended, specifically the section for Natural Stream Buffers, Protection during

Land Disturbance Activities and Detention/Retention Areas for all zones, both inside and outside the SFHA.

2. Compliance with the City of Hattiesburg Code of Ordinances, specifically Section 22-6 regulations for first floor elevation of all structures erected in all zones of the City.

3. The X Zones (shaded/un-shaded) are considered to be low to moderate risk flood zones and are located outside the community's delineated special flood hazard area and include the following:

   a. Areas outside the one percent (1%) chance flood zone, but within the point 2 percent (0.2%) chance flood zone, as determined by a detailed study;

   b. Areas outside the point 2 percent (0.2%) chance flood zone as determined by a detailed study, and;

   c. Areas that have not yet been studied.

4. The community reserves the right to require further studies for any development within its jurisdiction, if there is evidence that a potential flood hazard exists. Studies can be used to designate community flood hazard areas. Such evidence may include but shall not be limited to:

   a. Eyewitness reports of historic flooding or other reports of historic flooding deemed credible by the community;

   b. Geologic features observed that resemble floodplains (such as flat areas along streams);

   c. Proximity to manmade or natural constrictions such as road crossings that can cause backwater effects, and;

   d. Drainage basin characteristics such as drainage area, slope, percent impervious cover, land use, etc.

SECTION C. SPECIFIC STANDARDS FOR AREAS WITH BASE FLOOD ELEVATIONS AND/OR FLOODWAYS (aka AE ZONES).

In all areas of special flood hazard designated on the community's FIRM, where base flood elevation data have been provided, as set forth in Article 3, Section B, the following provisions, in addition to the general standards of Article 5, Section A, are required:

1. Residential Construction. New construction and substantial improvement of any residential building (including manufactured home) shall have the lowest floor, including basement, elevated to no lower than one foot (1') above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, flood openings sufficient to automatically equalize hydrostatic flood forces on exterior walls of enclosures that are subject to flooding, shall be provided in accordance with standards of Article 5, Section C-3. New development proposals will be designed, to the maximum extent practicable, so residential building sites, walkways, driveways, and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area.

2. Non-Residential Construction. New construction and substantial improvement of any commercial, industrial, or non-residential building (including manufactured building) shall have the lowest floor, including basement, elevated to no lower than one foot (1') above the base flood elevation. Buildings located in all A Zones may, together with attendant utility and sanitary facilities, be floodproofed in lieu of being elevated provided that all areas of the building below the base flood elevation (plus a minimum of one foot (1') of freeboard are water tight with walls substantially impermeable to the passage of water, and use

structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. Dry floodproofing is allowed only where flood velocities are less than or equal to five feet per second. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A Flood Emergency Operation Plan and an Inspection and Maintenance Plan must be provided by the design professional for the building. Such certification shall be provided to the Floodplain Administrator. New development proposals will be designed, to the maximum extent practicable, so non-residential building sites, walkways, driveways, and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area

3. Enclosures. New construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls. Total enclosed areas will be limited to three hundred (300) feet. Enclosed areas, including crawl spaces, shall be used solely for parking of vehicles, building access, and storage.

   a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet or exceed the following criteria:

      (i) Provide a minimum of two openings, on different sides of each enclosed area; if a structure has more than one (1) enclosed area below the base flood elevation, each shall have openings on exterior walls;

      (ii) The total net area of all openings shall be at least one (1) square inch for each square foot of enclosed area, or the openings shall be designed and the construction documents shall include a statement that the design and installation will provide for equalization of hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwaters;

      (iii) The bottom of all openings shall be no higher than one (1) foot above interior grade (which must be equal to in elevation or higher than the exterior grade);

      (iv) Openings shall allow the passage of a three inch sphere.

      (v) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions and automatically equalize hydrostatic flood loads on exterior walls, and;

   b. Access to the enclosed area shall be minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator); and,

   c. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms.

   d. Property owners shall be required to execute a flood openings/venting affidavit acknowledging that all openings will be maintained as flood vents, and that the elimination or alteration of the openings in any way will violate the requirements of Article 5, Section C. Periodic inspections will be conducted by the Floodplain Administrator to ensure compliance.

4. Detached storage buildings, sheds, or other like accessory improvements, excluding detached garages, carports, and boat houses, shall solely be used for parking of vehicles and storage, and will be allowed up to no more than three hundred (300) square feet of unfinished, non-partitioned and enclosed storage space. Such storage space shall not be used for human habitation and shall be limited to storage of items that can withstand exposure to the elements and have low flood damage potential. The storage space shall be

constructed of flood resistant or breakaway materials, and equipment and service utilities, such as electrical outlets, shall be limited to essential lighting and other incidental uses, and must be elevated or floodproofed. Flood openings in accordance with the standards of Article 5 Section C-3 shall also be required. These accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters. Accessory improvements and other apparent structures shall be firmly anchored to prevent flotation that may result in damage to other structures.

5. Property owners shall be required to execute and record with the structure's deed a non-conversion agreement declaring that the area below the lowest floor of the structure or the detached accessory building shall not be improved, finished or otherwise converted; the community will have the right to inspect the enclosed area.

6. Standards for Manufactured Homes and Recreational Vehicles.

   a. All manufactured homes placed, or substantially improved, on individual lots or parcels, in existing manufactured home parks or subdivisions, in expansions to existing manufactured home parks or subdivisions, in new manufactured home parks or subdivisions or in substantially improved manufactured home parks or subdivisions, must meet all the requirements for new construction, including elevation and anchoring and the flood openings requirements of Article 5 Section C-3. Manufactured homes must be:

      (i) Elevated on a permanent foundation to have its lowest floor elevated to no lower than one foot (1') above the base flood elevation, and;

      (ii) Securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

   b. All manufactured homes placed or substantially improved, excepting manufactured homes that have incurred substantial damage as a result of a flood, in an existing manufactured home park or subdivision must be elevated so that:

      (i) The lowest floor of the manufactured home is elevated to no lower than one foot (1') above the base flood elevation and be securely anchored to an adequately anchored foundation support system to resist floatation, collapse, and lateral movement.

   c. All recreational vehicles placed on sites must either:

      (i) Be on site for fewer than 180 consecutive days and shall leave the site for at least seven consecutive days and obtain a new permit before returning to the same site,

      (ii) Be fully licensed and ready for highway use, or

      (iii) Must meet all the requirements for new construction, including anchoring and elevation requirements of this Article 5, Section C-7a or Article 5, Section C-7b (i) above.

   A recreational vehicle is ready for highway use if it is licensed and insured in accordance with the State of Mississippi motor vehicle regulations, is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

7. Floodways. Located within areas of special flood hazard adopted by reference in Article 3, Section C, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and has erosion potential, the following provisions shall apply:

a. Prohibit encroachments, including fill, new construction, substantial improvements, and other developments unless certification (with supporting technical data) by a registered professional engineer is provided demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge;

b. If Article 5, Section C-7a above is satisfied, all new construction and substantial improvements shall comply with all applicable flood damage prevention standards of Article 5.

c. Prohibit the placement of manufactured homes (mobile homes), except in an existing manufactured homes (mobile homes) park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring standards of Article 5, Section A (2), and the standards of Article 5, Section C-1 through C-2 and the encroachment standards of this Article 5, Section C-7a, are met.

d. Encouraged uses within the floodway may include: general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. Also lawns, gardens, athletic fields, play areas, picnic grounds, and hiking, horseback riding trails and driveways are acceptable uses, provided that they do not employ structures or fill. These encouraged uses may require certification (with supporting technical data) by a registered professional engineer demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge. The uses in this subsection are permissible only if and to the extent that they do not cause any increase in flood levels during the base flood discharge.

SECTION D. STANDARDS FOR AREAS WITHOUT BASE FLOOD ELEVATIONS AND FLOODWAYS (aka A Zone).

When base flood elevation data and floodway data are not available in accordance with Article 3, Section A, in Special Flood Hazard Areas without base flood elevation data, new construction and substantial improvements shall be elevated or floodproofed to elevations established by the community. The following provisions in addition to the standards of Article 5 Section A and the enclosure standards of Article 5 Section C-3 shall apply:

1. Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than five lots or one and one half (1 ½) acres, whichever is lesser; include within such proposals base flood elevation data;

2. The Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source, in order to administer the provisions of Article 5. When such data are available, standards of Article 5, Section C, shall apply. If data is not available from Article 5 Section D-1 or outside sources, then the following provisions shall apply.

3. All encroachments, including fill material and other development shall be in compliance with Article 5, Section C-1 of this ordinance, and the enclosure standards in Article 5, Section C-3 of this ordinance shall apply.

4. The Floodplain Administrator shall require that a single lot applicant develop the base flood elevation for the development site, utilizing accepted engineering practices and procedures. Upon review of the submitted data, the Administrator may accept or reject the proposed base flood elevation. When such data is accepted, standards of Article 5, Section C, shall apply.

5. Fill within the area of special flood hazard shall result in no net loss of natural floodplain storage. The volume of loss of floodwater storage due to filling in the special flood hazard

area shall be offset by providing an equal volume of flood storage by excavation or other compensatory measures at or adjacent to the development site.

6. Notify, in riverine situations, adjacent communities and the State Coordinating Office prior to any alteration or relocation of a watercourse, and submit copies of such notifications to FEMA. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

7. Require that all manufactured homes be placed or installed using methods and practices which minimize flood damage. Manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Dry stacked blocks/piers (stacked without the use of mortar or cement to bond them together) are not acceptable as an anchor/elevation method. Only reinforced blocks/piers (with concrete and metal dowels) are allowed as an approved anchor/elevation method, within the Special Flood Hazard Area.

SECTION E. STANDARDS FOR SUBDIVISION PROPOSALS AND OTHER PROPOSED DEVELOPMENT WITHIN A SPECIAL FLOOD HAZARD AREA.

1. All subdivision proposals shall be consistent with the need to minimize flood damage;

2. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;

3. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards, and;

4. Base flood elevation data shall be provided for all new subdivision proposals and other proposed development (including manufactured home parks and subdivisions), which is greater than five (5) lots or one and one-half (1 ½) acres, whichever is the lesser.

5. All subdivision and other development proposals which involve disturbing more than one (1) acre of land shall include a stormwater management plan which is designed to limit peak runoff from the site to predevelopment levels for the one (1), ten (10), and twenty-five (25)-year rainfall event. These plans shall be designed to limit adverse impacts to downstream channels and floodplains. Single residential lots involving less than one (1) acre of land disturbance are not subject to this regulation.

6. All preliminary plans for platted subdivisions shall identify the flood hazard area and the elevation of the base flood.

7. All final subdivision plats will provide the boundary of the special flood hazard area, the floodway boundary, and the base flood elevations.

8. In platted subdivisions, all proposed lots or parcels that will be future building sites shall have a minimum buildable area, as defined in the Land Development Code, outside the natural (non-filled) one percent (1%) chance annual floodplain. The buildable area shall be large enough to accommodate any primary structure and associated structures.

9. Approval shall not be given for streets within a subdivision, which would be subject to flooding in the base flood. All street surfaces must be located at or above the base flood elevation.

10. Each proposed parcel must have a designated buildable pad or site above the one percent (1%) chance floodplain. The distance of the buildable pad or site above the one percent (1%) chance floodplain shall depend on the slope of the ground and in accordance with the following table:

Distance in feet from A Zone [one percent (1%) chance floodplain]	Minimum Slope from A Zone – one percent (1%) flood plain to ground level at pad
20	5%
30	3.33%
40	2.50%
50	2.0%
60	1.67%
70	1.43%
80	1.25%
90	1.11%
100	1.0%

Residential and non-residential structures finished floor elevation also must be elevated one and one-half feet (1.5') above the adjacent average grade or one foot (1') above highest adjacent street centerline as per the existing regulation, whichever is higher.

11. The subdivider/applicant must comply with the following:

    a. File restrictive covenants on the lot or lots prohibiting construction within the designated special flood hazard area and requirement for lowest floor elevation.

    b. Place a statement on the face of the final plat prohibiting construction in the designated area of special flood hazard.

SECTION F. CRITICAL FACILITIES.

Construction of new and substantially improved critical facilities shall be located outside the limits of the special flood hazard area (one percent (1%) chance floodplain). Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available and access to the facilities remains available during a point 2 percent (0.2%) chance flood. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet six inches above the base flood elevation at the site (or to the point 2 percent (0.2%) chance flood elevation whichever is greater). Floodproofing and sealing measures must be implemented to ensure that toxic substances will not be displaced by or released into floodwaters. Multiple access routes, elevated to or above the point 2 percent (0.2%) flood elevation, shall be provided to all critical facilities to the maximum extent possible. Critical facilities must not only be protected to or above the point 2 percent (0.2%) chance flood, but must remain operable during such an event. The community's flood response plan must list facilities considered critical in a flood, since loss of access can cause a critical situation. Other facilities in low risk flood zones that may also be needed to support flood response efforts must be included on the critical facility list. The use of any structure shall not be changed to a critical facility, where such a change in use will render the new critical facility out of conformance with this section. The list of the operators of the critical facilities affected by flooding must be updated at least annually, as part of the community critical facility planning procedures.

ARTICLE 6. VARIANCE PROCEDURES.

SECTION A. DESIGNATION AND DUTIES OF VARIANCE AND APPEALS BOARD.

1. When it is alleged an error in any requirement, decision, or determination is made by the Floodplain Administrator in the enforcement or administration of this ordinance or a request for a variance with any requirement of this ordinance, the following boards, as established by the City Council of the City of Hattiesburg, shall hear and make recommendations to the City Council:

    a. If the appeal or variance involves any functionally dependent historic structure, the Hattiesburg Historic Conservation Commission, hereafter known as "HHCC" shall hear OR

b. If the appeal or a variance (from the subdivision studies in A zones or structures that are fully compliant with wet-floodproofing methods) of this ordinance, then the Hattiesburg Planning Commission, hereafter known as the "HPC" shall hear.

2. Any person aggrieved by the recommendation of either the "HHCC" or "HPC" may appeal such decision to the City Council.

3. Any person aggrieved by the decision of the City Council may appeal such decision to the Circuit Court, as provided in Mississippi Code Annotated, § 11-51-75 (1972).

4. Variances from the requirements of this code will not be issued except for:

   a. functionally dependent historic structures which meet all criteria in Article 6, Section E of this ordinance,

   b. subdivision studies for properties in an A zone as outlined in Article, 5, Section F, Section 10 & 11 of this ordinance, or

   c. properties that are fully compliant with wet-floodproofing methods as outlined in the definitions.

SECTION B. VARIANCE PROCEDURES.

In passing upon such applications, the "HHCC" or the "HPC" shall consider all technical evaluations, relevant factors, and standards specified in other sections of this ordinance, and:

1. The evaluation must be based on the characteristics unique to that property and not be shared by adjacent parcels. The characteristics must pertain to the land itself, not to the structure, its inhabitants, or its owners;

2. Variances should never be granted for multiple lots, phases of subdivisions, or entire subdivisions;

3. The danger that materials may be swept onto other lands to the injury of others;

4. The danger of life and property due to flooding or erosion damage;

5. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and the community;

6. The importance of the services provided by the proposed facility to the community;

7. The necessity of the facility to be at a waterfront location, where applicable;

8. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;

9. The compatibility of the proposed use with existing and anticipated development;

10. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

11. The safety of access to the property in times of flood for ordinary and emergency vehicles;

12. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site, and;

13. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges and culverts.

14. Upon consideration of factors listed above, and the purpose of this ordinance, the "HHCC" or "HPC" may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

15. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

SECTION C. CONDITIONS FOR SPECIFIED VARIANCE TYPES.

1. Variances shall only be issued when there is:

   a. A showing of good and sufficient cause;

   b. A determination that failure to grant the variance would result in exceptional hardship, and;

   c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

2. The provisions of this ordinance are minimum standards for flood loss reduction; therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary deviation from the requirements of this ordinance, considering the flood hazard, to afford relief. In the instance of a Historic Structure, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building. (See Article 6, Section E.)

3. Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the lowest floor is to be built and stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

4. The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency and Mississippi Emergency Management Agency upon request. (See Article 6 Section D-3.)

5. Upon consideration of the factors listed above and the purposes of this ordinance, the "HHCC" or "HPC" may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

6. Variances shall not be issued "after the fact."

SECTION D. VARIANCE NOTIFICATION.

Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:

1. The issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as $25 for $100 of insurance coverage, and;

2. Such construction below the base flood level increases risks to life and property. A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the City of Hattiesburg Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

3. The Floodplain Administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances issued in the community's biennial report submission to the Federal Emergency Management Agency.

SECTION E. HISTORIC STRUCTURES.

Historic structures are exempted from the substantial improvement requirements if the improvements to a historic structure meet the following three criteria, the buildings will not have to be elevated or flood proofed. It can also retain its pre-FIRM flood insurance rating status.

1. **The building must be a bona-fide "historic structure."** As followed by definition.

2. **The project must maintain the historic status of the structure.** If the proposed improvements to the structure will result in it being removed from or ineligible for the National Register or federally-certified state or local inventory, then the proposal cannot be granted an exemption from the substantial improvement rule.

   a. Written review and approval of proposed plans by the local historic preservation board and/or the Historic Planner, if it is federally-certified, or by the state historic preservation office. If the plans are approved, you can grant the exemption. If no, no exemption can be permitted.

3. **Take all possible flood damage reduction measures.** Even though the exemption to the substantial improvement rule means the building does not have to be elevated to or above BFE, or be renovated with flood-resistant materials that are not historically sensitive, many things can and should be done to reduce the flood damage potential. Examples include:

   - Locating mechanical and electrical equipment above the BFE or floodproofing it.
   - Elevating the lowest floor of an addition to or above the BFE with the change in floor elevation disguised externally.
   - Building the lowest floor of an addition with flood-resistant materials and providing hydrostatic openings.

ARTICLE 7. SEVERABILITY.

If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance."

SECTION 2. That Ordinance Number 3049, adopted January 19, 2010, Ordinance Number 3028, adopted January 20, 2009, Ordinance Number 2345, adopted May 8, 1990, and any other ordinances in conflict thereof are hereby repealed.

SECTION 3. This Ordinance shall take effect and be in force from and after passage as provided by law.

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

Yeas: Nays:

The president hereby declared the motion carried and the Ordinance adopted and approved on this, the 20th, day of August, A.D., 2013.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Ordinance having been submitted to and approved by the Mayor this, the 20th day of August, A.D., 2013.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2013-0523

File ID: 2013-0523 **Type:** Ordinance **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 08/14/2013

Brief Title: Ordinance amending Ordinance Number 2854, closing and vacating a portion of Doleac Drive, to repeal Section 4 of said Ordinance **Final Action:** 08/20/2013

Minute Book Number: MB2013-232

Title:

Adopt an Ordinance amending Ordinance Number 2854, closing and vacating a portion of Doleac Drive, to repeal Section 4 of said Ordinance.

Notes:

Sponsors: **Enactment Date:**

Attachments: Ord amending Ord Number 2854, Ordinance Number 2854 Chavet Square Ordinance (2), executed Ord amending Ord Number 2854 ORD#3112 **Enactment Number:**

Contact: **Meeting Date:** 08/20/2013

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt an Ordinance (Number 3112) amending Ordinance Number 2854, closing and vacating a portion of Doleac Drive, to repeal Section 4 of said Ordinance.

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 2013-0523

Title

Adopt an Ordinance amending Ordinance Number 2854, closing and vacating a portion of Doleac Drive, to repeal Section 4 of said Ordinance.

Summary

Ordinance amending Ordinance Number 2854, closing and vacating a portion of Doleac Drive, to repeal Section 4 of said Ordinance

Budget Information

Expenditure Type

Purchasing Item

Publication Information

ORDINANCE NO. _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE AMENDING ORDINANCE NUMBER 2854, CLOSING AND VACATING A PORTION OF DOLEAC DRIVE, TO REPEAL SECTION 4 OF SAID ORDINANCE, AND ABANDONING UTILITY EASEMENTS RETAINED BY THE CITY

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

SECTION 1. That Ordinance Number 2854, adopted October 5, 2004, be and the same is hereby amended to read as follows, to-wit:

SECTION 4 is repealed and the utility easements retained by the City by said Section 4 are herby abandoned.

SECTION 2. That except as hereby expressly changed and amended, Ordinance Number 2854 adopted October 5, 2004, as amended, shall be and does remain in full force and effect 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: ABSENT:

The President thereby declared the motion carried and the Ordinance adopted, this the 20th day of August, A.D., 2013.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 20th day of August, A.D., 2013.

ATTEST:

_____
CITY CLERK

APPROVED:

_____
MAYOR

Richard Raines
901-537-1020

ORDINANCE NUMBER 2854

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE

TO CLOSE AND VACATE A PORTION OF DOLEAC DRIVE

WHEREAS all of the abutting property owners that abut portions of the street more particularly described as follows, to wit:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI, AND RUN SOUTH ZERO (00) DEGREES, THIRTY-SEVEN (37) MINUTES, THIRTY-SIX (36) SECONDS EAST FOR 85.60 FEET;

THENCE RUN SOUTH EIGHTY-NINE (89) DEGREES, FIFTY-FIVE (55) MINUTES, TWENTY-SIX (26) SECONDS WEST FOR 228.82 FEET;

THENCE RUN NORTH ZERO (00) DEGREES, FOUR (04) MINUTES, THIRTY-FOUR (34) SECONDS WEST FOR 289.61 FEET TO A POINT OF CURVATURE WITH A CURVE BEING CONCAVED NORTHEASTERLY AND HAVING A RADIUS OF 501.00 FEET;

THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 379.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH TWENTY-ONE (21) DEGREES, FORTY-SIX (46) MINUTES, FIFTY-NINE (59) SECONDS WEST FOR 370.60 FEET, TO A POINT OF TANGENCY;

THENCE RUN NORTH FORTY-THREE (43) DEGREES, TWENTY-NINE (29) MINUTES, TWENTY-FOUR (24) SECONDS WEST FOR 53.51 FEET TO A POINT OF CURVATURE WITH A CURVE BEING CONCAVED NORTHEASTERLY AND HAVING A RADIUS OF 256.00 FEET;

THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 59.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH FIFTY (50) DEGREES, SIX (06) MINUTES, THIRTY-THREE (33) SECONDS EAST FOR 59.02 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 146.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH SEVENTY-THREE (73) DEGREES, NINE (09) MINUTES, SEVEN (07) SECONDS WEST FOR 144.76 FEET, TO A POINT OF REVERSE CURVATURE WITH A CURVE BEING CONCAVED SOUTHWESTERLY AND HAVING A RADIUS OF 218.03 FEET;

THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 306.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH FORTY-NINE (49) DEGREES, SEVENTEEN (17) MINUTES, TWENTY-TWO (22) SECONDS WEST FOR 281.97 FEET, TO A POINT OF REVERSE CURVATURE WITH A CURVE BEING CONCAVED NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET;

THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 42.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH FORTY-NINE (49) DEGREES, THIRTY (30) MINUTES, FIVE (05) SECONDS WEST FOR 38.97 FEET, TO A POINT OF TANGENCY;

THENCE RUN WEST FOR 302.15 FEET TO A POINT OF CURVATURE WITH A CURVE BEING CONCAVED NORTHWESTERLY AND HAVING A RADIUS OF 10.00 FEET;

THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 15.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH FORTY-

FIVE (45) DEGREES, FOURTEEN (14) MINUTES, FIFTY-ONE (51) SECONDS WEST FOR 14.08 FEET;

THENCE RUN NORTH ZERO (00) DEGREES, THIRTY-THREE (33) MINUTES, THREE (03) SECONDS EAST FOR 80.00 FEET TO A POINT ON THE ARC OF A CURVE, SAID CURVE BEING CONCAVED SOUTHWESTERLY AND HAVING A RADIUS OF 10.00 FEET;

THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR 15.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH FORTY-FOUR (44) DEGREES, FORTY-FIVE (45) MINUTES, NINE (09) SECONDS EAST FOR 14.20 FEET, TO A POINT OF TANGENCY;

THENCE RUN EAST FOR 388.32 FEET;

THENCE RUN SOUTH FOR 51.19 FEET TO A POINT OF CURVATURE WITH A CURVE BEING CONCAVED SOUTHWESTERLY AND HAVING A RADIUS OF 158.03 FEET;

THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR 247.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH FORTY-FOUR (44) DEGREES, FORTY-SEVEN (47) MINUTES, SEVENTEEN (17) SECONDS EAST FOR 222.66 FEET, TO A POINT OF REVERSE CURVATURE WITH A CURVE BEING CONCAVED NORTHEASTERLY AND HAVING A RADIUS OF 316.00 FEET;

THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR 126.66 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH SEVENTY-SIX (76) DEGREES, THIRTY-FIVE (35) MINUTES, THIRTY-EIGHT (38) SECONDS EAST FOR 141.97 FEET;

THENCE RUN SOUTH FOR 69.04 FEET BACK TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL LIES ENTIRELY WITHIN AND IS A PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI, AND CONTAINS 1.15 ACRES.

have requested the Mayor and Council of the City of Hattiesburg, Mississippi, close and vacate said street therein above described; and whereas the Mayor and Council find and adjudicate that said street above described is not needed as a public street, and that the public interest, welfare and convenience require that said street herein above described be closed and vacated for the following reason(s):

1. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property.

2. There is a public need for the change in question, based on the Comprehensive Plan and the Comprehensive Planning Process.

and whereas the Mayor and Council further find and adjudicate that no compensation for the closing and vacating of said street herein above described is due to the owners of the property abutting thereon;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Hattiesburg, Mississippi:

SECTION 1. That the street as described above be and the same is hereby closed and vacated.

SECTION 2. That this Ordinance take effect and be in force thirty (30) days from and after its passage and approval, as provided by law.

SECTION 3. That the City Engineer has recommended that said street be closed and vacated.

SECTION 4. That the City of Hattiesburg will retain an utility easement in said street.

SECTION 5. That the street sought to be closed and vacated is not a necessary means of access to any other property and is not needed in any way for public use, and it would be in the best interest of the City to close and vacate same.

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

YEAS: Rowell, Delgado, Carroll, Naylor NAYS: None ABSENT: Bailey

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 5th day of October A.D., 2004.

(S E A L)

ATTEST: ADOPTED:

Jennifer Willoughby
CLERK OF COUNCIL

PRESIDENT

THE above foregoing Ordinance having been submitted to and approved by the Mayor, this the 5th day of October A.D., 2004.

ATTEST: APPROVED:

Eddie R. Myers
CITY CLERK

MAYOR

STATE OF MISSISSIPPI)

COUNTY OF FORREST AND LAMAR)

I, Eddie R. Myers, City Clerk of the City of Hattiesburg, Mississippi, do hereby certify that the foregoing is a true and correct copy of an Ordinance approved by the City Council of said City at a Regular Meeting held October 5, 2004, as appears for record in my office.

Witness my signature and the official seal of said City on this, the 7th day of October, A.D., 2004.

Eddie R. Myers
CITY CLERK

By Caroline Lopuzo
DEPUTY CLERK

(SEAL)

MOTION was made by Councilwoman Delgado and seconded by Councilwoman Rowell to Take from the Table and APPROVE to adopt Ordinance Number 2854 to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, to close and vacate a portion of Doleac Drive, filed by Terra Firma, Inc., applicant, represented by Nick Welch, President; Hattiesburg Planning Commission recommended to APPROVE on September 1, 2004.

Councilwoman Rowell stated she and Councilman Bailey met with the applicants and said there was additional work to be done and there would be additional meetings related to the funding of this project.

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

YEAS: Rowell
Delgado
Carroll
Naylor

NAYS: None

ABSENT: Bailey

This being the 5th day of October, A.D., 2004

ORDINANCE NO. 3112

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE AMENDING ORDINANCE NUMBER 2854, CLOSING AND VACATING A PORTION OF DOLEAC DRIVE, TO REPEAL SECTION 4 OF SAID ORDINANCE, AND ABANDONING UTILITY EASEMENTS RETAINED BY THE CITY

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

SECTION 1. That Ordinance Number 2854, adopted October 5, 2004, be and the same is hereby amended to read as follows, to-wit:

SECTION 4 is repealed and the utility easements retained by the City by said Section 4 are hereby abandoned.

SECTION 2. That except as hereby expressly changed and amended, Ordinance Number 2854 adopted October 5, 2004, as amended, shall be and does remain in full force and effect as adopted.

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

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Carroll, seconded by Council member 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 Ordinance adopted, this the 20th day of August, A.D., 2013.

(SEAL)

ATTEST: ADOPTED:

CLERK OF COUNCIL PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 20th day of August, A.D., 2013.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2013-0501

File ID: 2013-0501 **Type:** Regular Agenda Item **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 08/13/2013

Brief Title: Planned Unit Development (PUD) - Edwards Street and Old Airport Road **Final Action:** 08/20/2013

Minute Book Number: MB2013-232

Title:

APPROVE or DENY the petition filed by Gulf Coast Housing Partnership, applicant, to allow a Planned Unit Development (PUD) on certain vacant property located at Edwards Street and Old Airport Road (Parcel #'s 041H-27-012.00 and 041G-27-071.00, PPIN #'s 27682 and 29647, Ward 5); Hattiesburg Planning Commission recommended to APPROVE on August 7, 2013 with stipulations in the minutes.

Notes:

Sponsors: **Enactment Date:**

Attachments: August mins, PUD - Edwards Street and Old Airport Road.pdf **Enactment Number:**

Contact: **Meeting Date:**

Drafter: Tamika Paige **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to APPROVE the petition filed by Gulf Coast Housing Partnership, applicant, to allow a Planned Unit Development (PUD) on certain vacant property located at Edwards Street and Old Airport Road (Parcel #'s 041H-27-012.00 and 041G-27-071.00, PPIN #'s 27682 and 29647, Ward 5); Hattiesburg Planning Commission recommended to APPROVE on August 7, 2013 with stipulations in the minutes.

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 2013-0501

Title

APPROVE or DENY the petition filed by Gulf Coast Housing Partnership, applicant, to allow a Planned Unit Development (PUD) on certain vacant property located at Edwards Street and Old Airport Road (Parcel #'s 041H-27-012.00 and 041G-27-071.00, PPIN #'s 27682 and 29647, Ward 5); Hattiesburg Planning Commission recommended to APPROVE on August 7, 2013 with stipulations in the minutes.

Summary

Planned Unit Development (PUD) - Edwards Street and Old Airport Road

MINUTES

OF THE

REGULAR MEETING

OF THE

HATTIESBURG PLANNING COMMISSION

August 7, 2013

The Hattiesburg Planning Commission did meet in a regular session on August 7, 2013 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Joe White, Vice-Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Richard Conville, Chairman
Joseph White, Vice-Chairman
John Blanks
Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners Absent: Don McClesky
Linda McMurtrey
Robin Roberts
Jessie Wilson

Also Present: Pattie Brantley, Director of Urban Development
Donovan Scruggs, Planning Manager
Ginger Maddox, Planner

Joseph White, Vice-Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:00 P.M.

INVOCATION Annie Pope.

AGENDA REVIEW

There came the matter of the August 2013 Agenda. A request was made by Commissioner White for a motion to Approve or Deny the August 2013 Agenda. A motion was made by Commissioner Corts to Approve the August 2013 Agenda as presented and Seconded by Commissioner Horton.

Commissioners voting aye: John Blanks
Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the July 3, 2013 minutes. A motion was made by Commissioner Corts and seconded by Commissioner Blanks to approve the minutes as presented.

Commissioners voting aye: John Blanks

Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

There came the matter of the Engineering Report. No report was submitted.

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. A report was submitted by Bill Rodgers detailing construction activities over the last 30 days.

PLANNING REPORT

There came the matter of the Planning Report. Planning Manager, Donovan Scruggs, informed the Commission of procedural changes for voting during Commission meeting. Donovan Scruggs introduced Ginger Maddox, Planner, to the commission, who recently came to work in the department. He indicated she has worked with Forrest County in the past and had attended undergraduate school at USM.

CHAIRMAN REPORT

There came the matter of the Chairman's Report. No report was submitted.

Commissioner Conville entered the meeting.

PUBLIC HEARING

Commissioner White declared the Public Hearing open at 1:10 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A, Gulf Coast Housing Partnership, Petitioner, on behalf of, Beverly Drive In Corp, Owner, to change the zoning classification of a certain property located on the North side of Old Airport Road and East of Edwards Street (Parcels: 041H-27-012.00 & 041G-27-017.00, PPINs 027682 & 029647, Ward 5) from B-3 (Community Business District) to a Planned Unit Development (PUD). The recommendation included the stipulation that construction shall be limited to Phase 1 as documented and detailed in architectural plans with no more than 76 residential units for senior/retiree residential dwellings. Additional phases will be considered by Planning Commission when submitted.

	Name	Address	City/State
Presented by:	Victoria Welch	Gulf Coast Housing Partnership	
Proponents:	None		
Opponents:	None		

Commissioner White declared the Public Hearing closed and the Business Meeting open to vote on the request. John Blanks made a motion to approve Item A based on the reason that there is a public need to encourage increased vitality and economic development in an area that has declined in activity in recent years. The motion was seconded by Eric Martin. The vote to approve the zoning change is detailed below:

Commissioners voting aye: John Blanks
Judy Corts
Peggy Horton
Eric Martin
Richard Conville
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B, The matter of the petition has been filed by Mike Sarona, Petitioner, on behalf of, Yogesh Patel, Owner, to request a front yard setback variance of ten (10) feet of the requirements of Article 3, Section 60.04 (1) and to request a height variance of the requirements of Article 3, Section 60.04 (7) for a four-story structure to allow a height of seventy-two (72) feet as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, for certain property located at 109 Lundy Lane (Parcel: 051J-12-017.000, PPIN: 16577, Ward 3).

	Name	Address	City/State
Presented by:	Mike Sarona, representing LaQuinta		
Proponents:	None		
Opponents:	None		

Commissioner White declared the Public Hearing closed and the Business Meeting open to vote on the request. Judy Corts made a motion to approve Item B based on the reason that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district. The motion was seconded by Annie Pope. The vote to approve the variance is detailed below:

Commissioners voting aye: Richard Conville
John Blanks
Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item C (1), There came the matter of the petition has been filed by Charles Bourland of Landry and Lewis Architects, Petitioner, on behalf of, William Carey University, Owner, to change the zoning classification of certain properties located at (Parcels: 54-1040-4 & 165D-10113-52, PPINs: 027450 & 031781, respectively, Ward 5) from (PPIN 027450) A-1 (General Agriculture District) and (PPIN 031781) A-2 (Agricultural Residential District) to R-2 (Two-Family Residential).

	Name	Address	City/State
Presented by:	Charles Bourland	Landry and Lewis	Hattiesburg, MS
Proponents:	None		
Opponents:	None		

Commissioner White declared the Public Hearing closed and the Business Meeting open to vote on the request. Richard Conville made a motion to approve Item C (1) based on the reason that there is change in neighborhood character based on current expansion efforts of William Carey University and the overall transitional state of the neighborhood. Previous expansions of the athletic fields in the area may also serve as a basis for change in neighborhood character. The motion was seconded by Peggy Horton. The vote to approve the zoning change is detailed below:

Commissioners voting aye: John Blanks
Richard Conville
Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item C (2), There came the matter of the petition has been filed by Charles Bourland of Landry and Lewis Architects, Petitioner, on behalf of, William Carey University, Owner, to grant a Use Permit Upon Review as detailed in Article 4, Section 55.03 (8), which states that a Use Permit for a "University or College, not business or commercial college" may be permitted upon review.

	Name	Company	City/State
Presented by:	Charles Bourland	Landry and Lewis	Hattiesburg, MS
Proponents:	None		
Opponents:	None		

Commissioner White declared the Public Hearing closed and the Business Meeting open to vote on the request. Judy Corts made a motion to approve Item C (2) based on the public need for the proposed use, as opposed to the private interest of an individual. The motion was seconded by Annie Pope. The vote to approve the Use Permit Upon Review is detailed below:

Commissioners voting aye: John Blanks
Richard Conville

Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

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

_____
Joe White, Vice- Chairman

_____
Donovan Scruggs, Planning Manager

Planning Commission
Case Fact Sheet

Names of Applicant: Gulf Coast Housing Partnership

Address of Property:	**Tax Parcels:**	**PPIN:**	**Ward:**
Edwards St @ Old Airport Road	041H-27-012.00	(27682)	5
	041G-27-017.00	(29647)	5

Request: **Planned Unit Development**

Purpose of Request: To consider an application for a **Planned Unit Development**.

Applicant Summary: The applicant is requesting a Planned Unit Development approval to move forward with the redevelopment of a currently vacant parcel of land. The proposed plan will provide housing for senior citizens as well as commercial space.

Applicable Regulations: **SECTION 91 PLANNED UNIT DEVELOPMENT - PUD**

Present Zoning: B-3 Community Business District

Present Use: Vacant Lot (Old Beverly Drive-In)

Surrounding Land Use and Zoning:

North: B-3 Community Business District/ Undeveloped land
South: B-3 Community Business District & R-3 Multi-Family Residential District/ Undeveloped land
East: B-3 Community Business District/ Mostly undeveloped land owned by Forrest County Board of Education
West: B-3 Community Business District/ Service Station

Future Land Use Plan: The subject parcels are shown in the 2008 Future Land Use Map as part of a large **Community Business District B** which is described as follows:

Community Business District: The Community Business District is primarily a non-residential district located along the city's major roadways. In this district, certain residential and non-residential land uses may be found that exhibit suburban development patterns.

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; suburban-style, higher-intensity business developments that provide services to the entire community; and less-intensive commercial uses than are found in the Regional Business District.

District Land Uses: The following land uses should be found in this district: residential uses; public and quasi-public uses, such as churches and schools; and general indoor retail, service and office land uses that do not require the outdoor storage of goods or equipment.

Most Nearly Bounded By (streets): The subject parcel is bounded by Old Airport Road on the south. Edwards Street is located to the west and Brady Drive is north of the site. The eastern side of the parcel is bounded by a largely undeveloped property.

Adverse Influences: Potential increases in traffic along Edwards Street and Old Airport Rd.

Positive Influences: The lot is currently vacant and has been unused since Hurricane Katrina. This investment will improve the site and immediate area.

A vacant commercial development is situated west of Edwards Street and is considered a later phase of the project. Redevelopment of the Beverly Drive In site could initiate additional investment in the area.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of July 31, 2013.

Comments/ Recommendations: The proposed Planned Unit Development will consist of 76 independent living units designed for senior citizens.

Application meets minimal requirements for a P.U.D. in terms of land area with 12.27 acres. Phase one includes 6.07 acres.

P.U.D. section requires a significant portion of residential to be developed prior to commercial. Initial phase of plan is independent living facilities (Multi-Family Residential).

According to P.U.D. requirements, Commercial areas cannot occupy more than 25% of land area and total developed area cannot exceed 45% of land area. Residential development must be underway prior to construction of business developments.

According to the plans, approximately 59% of the site will be pervious.

Improvements and green areas within the development will not be responsibility of the city.

Initial phases include 76 residential units with 66 one-bedroom units and 10 two-bedroom units. In addition, a 1750 square foot community building is proposed.

Materials for buildings include hardi-board (cement siding), brick veneer, and asphalt shingle.

Phase 2 and 3 are not included with this application. Future phases will need to be approved at a later date, but materials and architectural design should be consistent with Phase 1.

The proposed site is located near Highway 49 and Edward Street. Proximity to these corridors should cause minimum impact on traffic and congestion in the area.

Basis for Approval

Public Need to encourage increased vitality and economic development in an area that has declined in activity over recent years.

Change in neighborhood character with increased traffic on Highway 49 and increased vacancy rate of commercial developments (Beverly Drive In and commercial development).

Options:

1. Recommend approval or denial of the request for a Planned Unit Development at the former site of the Beverly Drive in.

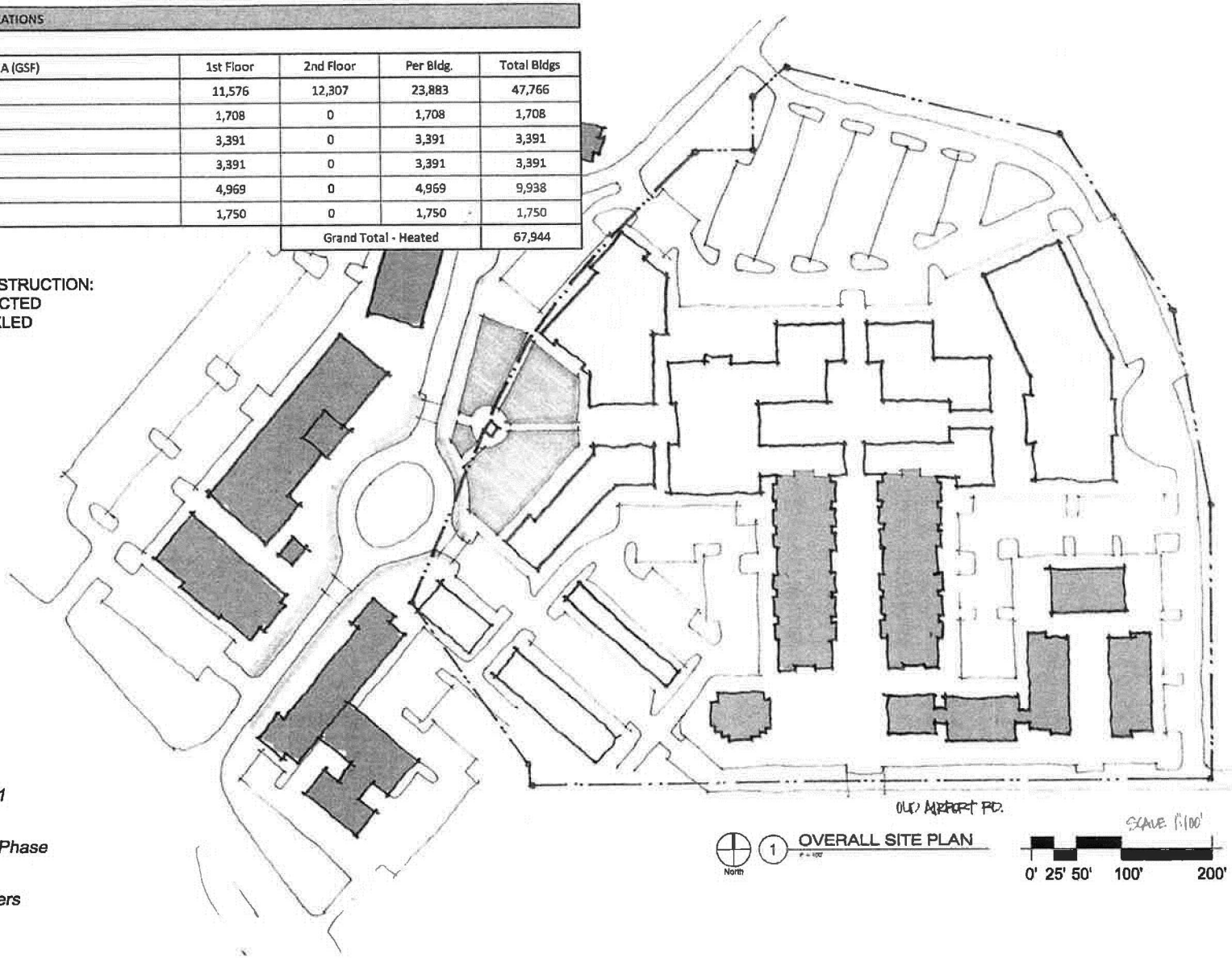
Suggest Stipulations:

Construction shall be limited to Phase 1 as documented and detailed in attached architectural plans with no more than 76 residential units for senior/retiree residential dwellings. Additional phases will be considered by Planning Commission when submitted.

GROSS AREA TABULATIONS

TOTAL HEATED AREA (GSF)	1st Floor	2nd Floor	Per Bldg.	Total Bldgs
Bldgs 1&2	11,576	12,307	23,883	47,766
Bldg 3	1,708	0	1,708	1,708
Bldg 4	3,391	0	3,391	3,391
Bldg 5	3,391	0	3,391	3,391
Bldg 6/7	4,969	0	4,969	9,938
Community Bldg	1,750	0	1,750	1,750
		Grand Total - Heated		67,944

TYPE OF CONSTRUCTION:
V-B UNPROTECTED
FULLY SPRINKLED



Phase 1

Future Phase

By Others

DALE McCarty

SMHD

The Village at the Beverly
Hattiesburg, MS

Not For Construction

C001

The Village at the Beverly

Village at the Beverly, LLC
Hattiesburg, MS
April 15, 2013

INDEX TO DRAWINGS

COVER SHEET
G001 CODE INFORMATION & ROOM FINISH SCHEDULES

C001 OVERALL SITE PLAN & TABULATIONS
C002 ENLARGED SITE PLAN & TABULATIONS

L001 LANDSCAPE CONCEPT PLAN

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A102 BUILDINGS 1 & 2 - 1ST FLOOR PLAN - PART B
A103 BUILDINGS 1 & 2 -2ND FLOOR PLAN - PART A
A104 BUILDINGS 1 & 2 -2ND FLOOR PLAN - PART B
A105 BUILDING 3 FLOOR PLAN
A106 BUILDINGS 4 & 5 FLOOR PLAN
A107 BUILDINGS 6 & 7 FLOOR PLAN
A108 COMMUNITY BUILDING FLOOR PLAN
A201 BUILDINGS 1 & 2 EXTERIOR ELEVATIONS
A202 COMMUNITY BUILDING EXTERIOR ELELEVATIONS
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A301 UNIT A1 ENLARGED FLOOR PLAN
A302 UNIT A2 ENLARGED FLOOR PLAN
A303 UNIT B ENLARGED FLOOR PLAN
A304 UNIT C ENLARGED FLOOR PLAN
A501 BUILDING CROSS SECTIONS
A502 BUILDING CROSS SECTION



SMHD

Gulf Coast Housing Partnership

DALE McCarty

LANDSCAPE LEGEND

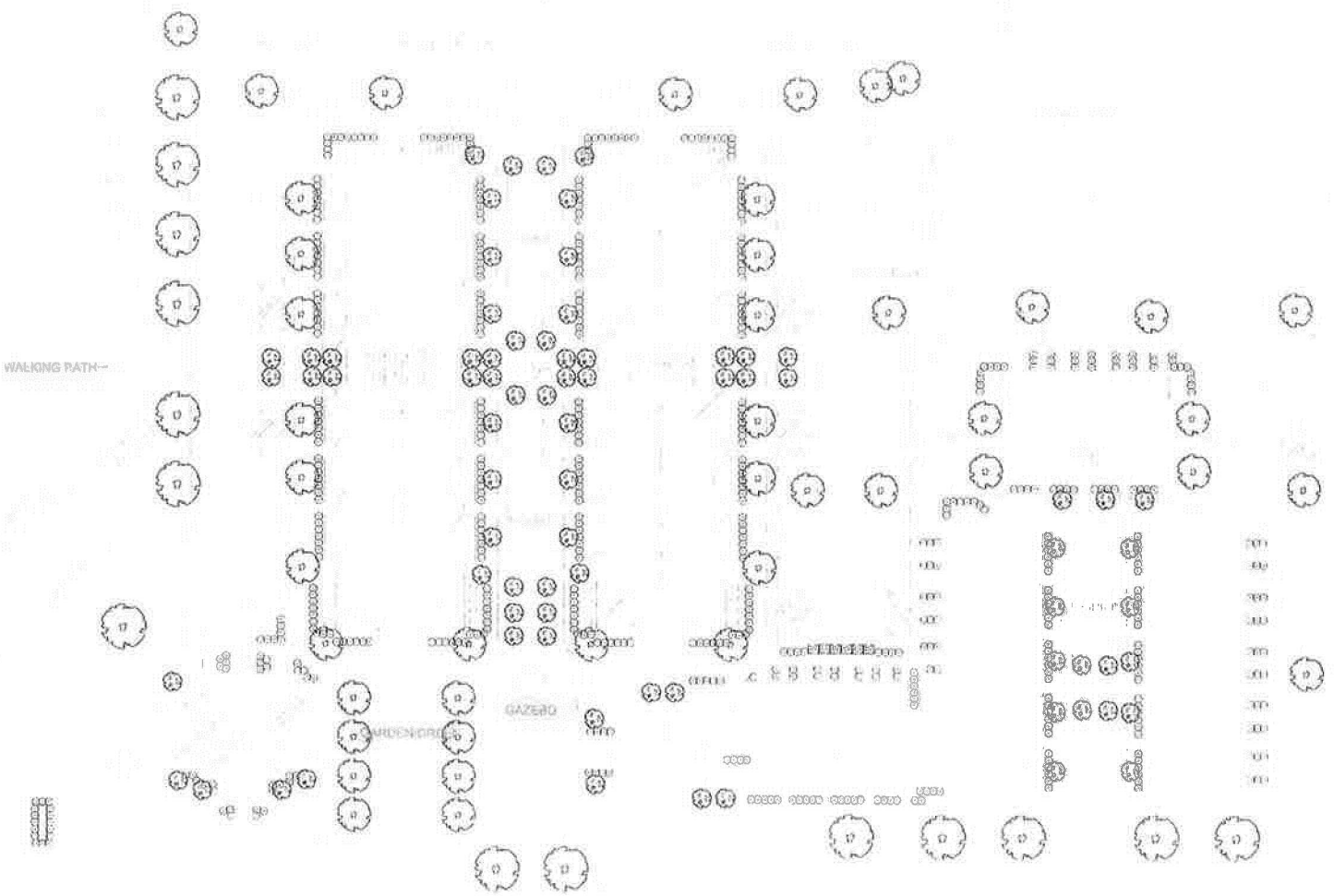
All plants/trees are native "low water" plants.

15-20 ga deciduous tree (20' + max height)

10 - 15 ga deciduous tree (20' max height)

10 - 15 ga flowering tree (15'-17' max height)

3 - 5 ga plant/shrub various species



North

1 LANDSCAPE MATERIALS CONCEPT PLAN

DALE McCarty

SMHD

The Village at the Beverly

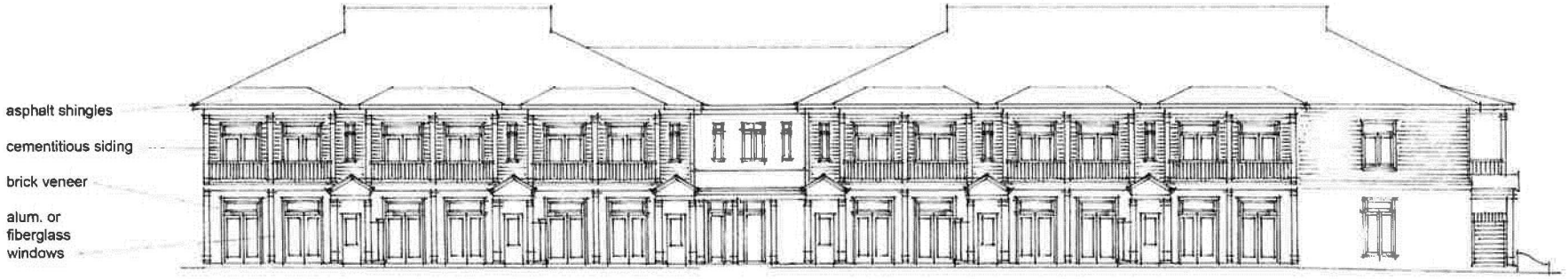
Hattiesburg, MS

NVI For Construction

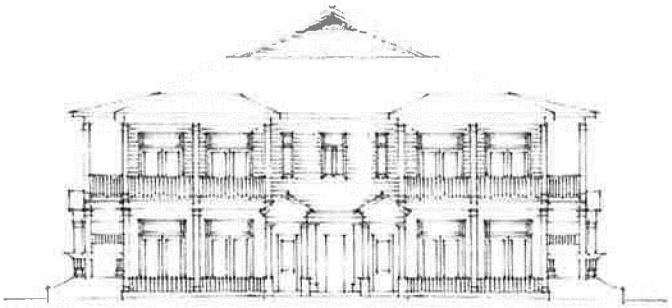
L001



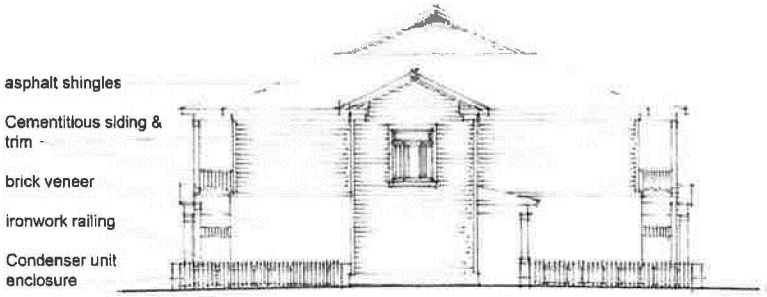
1 BLDG 1 & 2 EAST ELEVATION



2 BLDG 1 & 2 WEST ELEVATION



3 BLDG 1 & 2 SOUTH ELEVATION



4 BLDG 1 & 2 NORTH ELEVATION

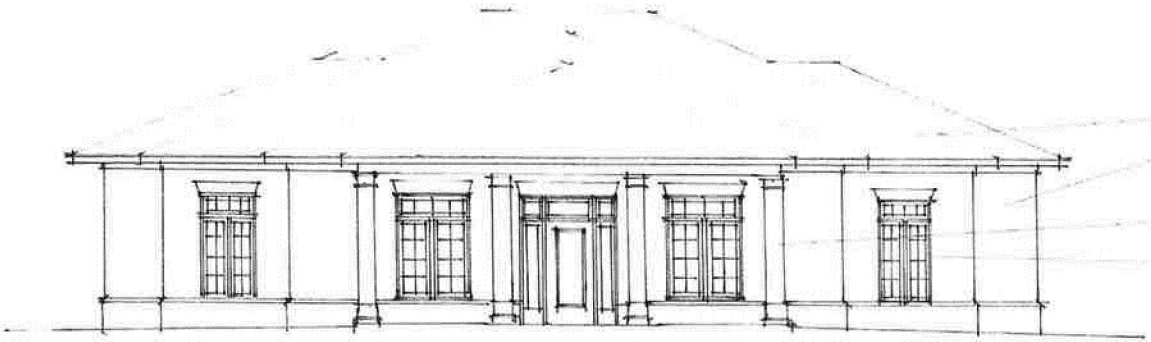
DALE McCarty

SMHD

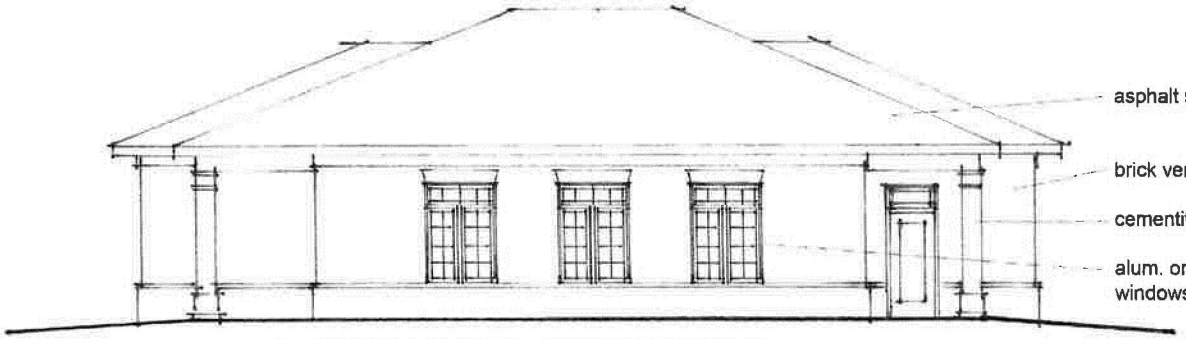
The Village at the Beverly
Hattiesburg, MS

Not For Construction

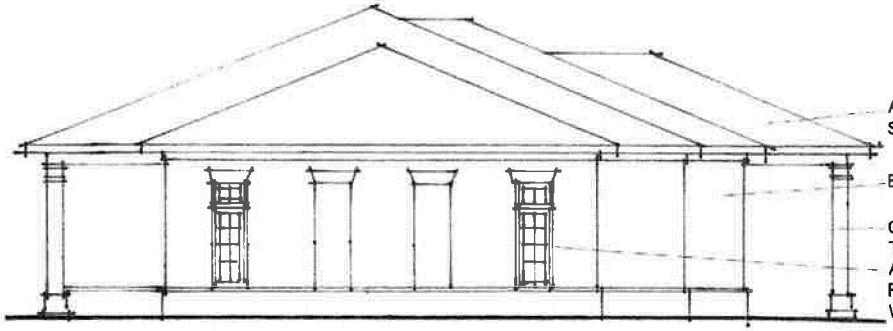
A201



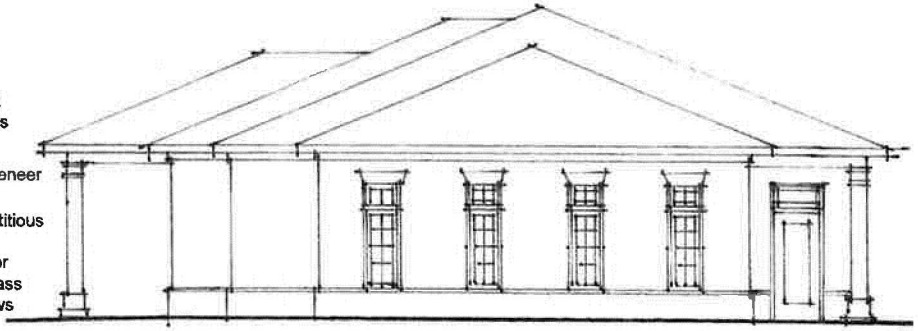
1 COMMUNITY BLDG SOUTH ELEVATION



2 COMMUNITY BLDG NORTH ELEVATION



3 COMMUNITY BLDG. WEST ELEVATION



4 COMMUNITY BLDG. EAST ELEVATION

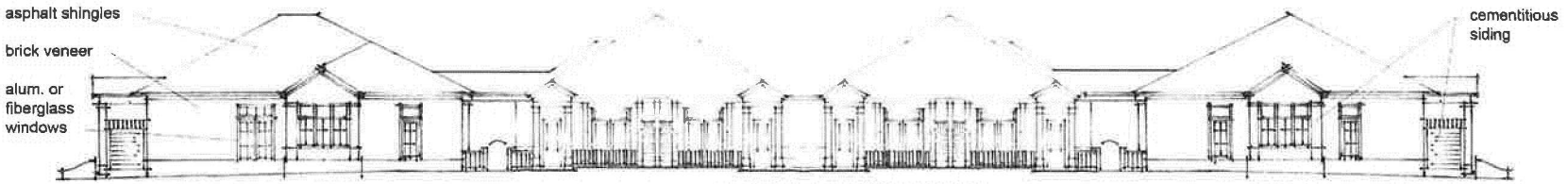
DALE McCarty

SMHD

The Village at the Beverly
Hattiesburg, MS

Not For Construction

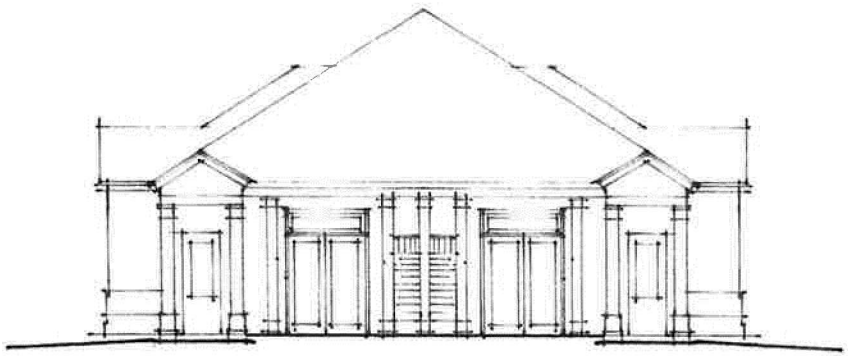
A202



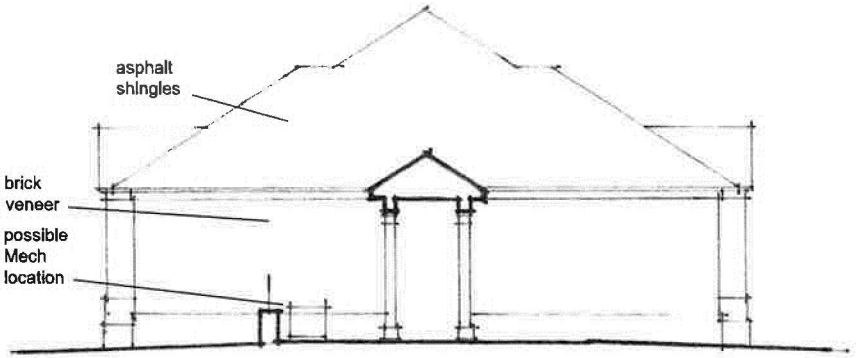
1 BLDG 3 SOUTH ELEV.

2 BLDG 4 SOUTH ELEV.

3 BLDG 6 & 7 SOUTH ELEV.



4 BLDG 3 WEST ELEV.



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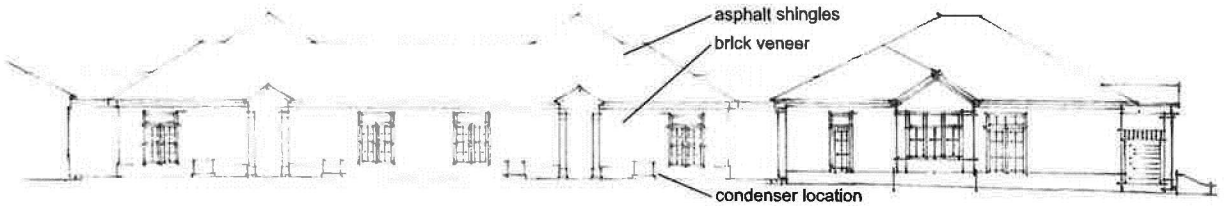
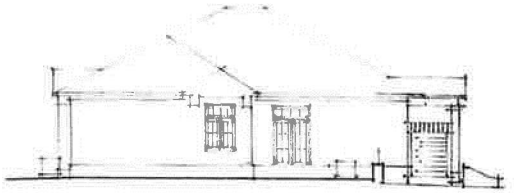


6 BLDG 4 NORTH ELEV.

6 BLDG 3 NORTH ELEV.



7 BLDG 4 EAST/WEST ELEV.

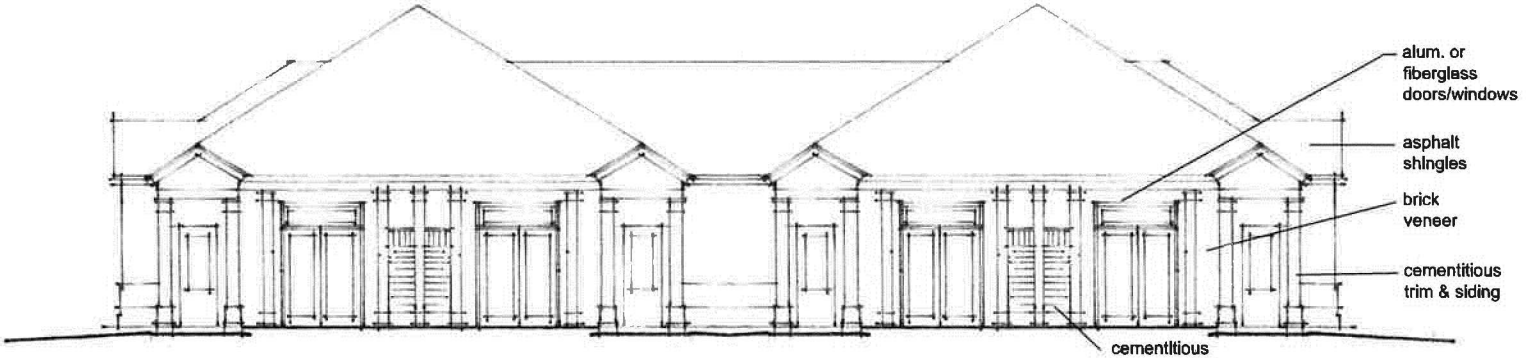
DALE McCarty

SMHD

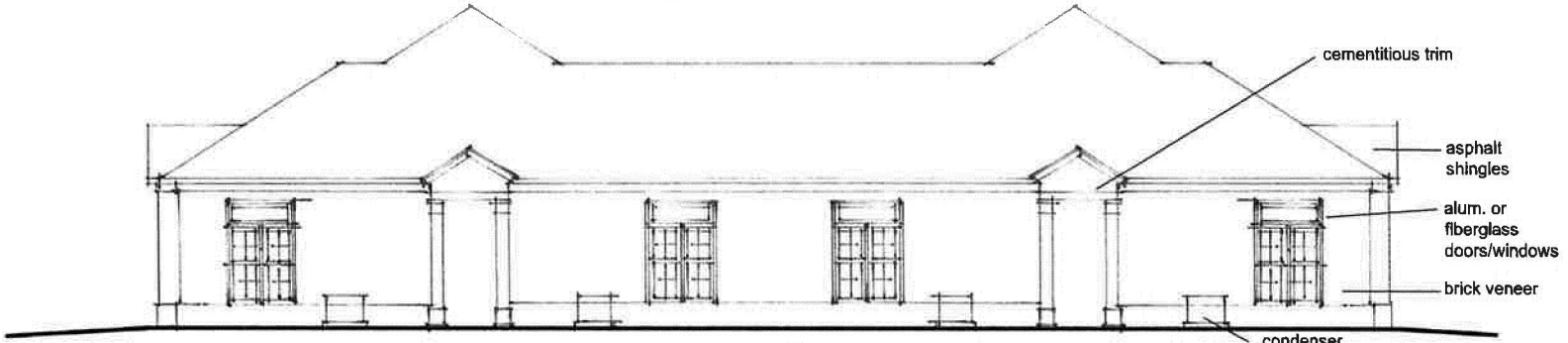
The Village at the Beverly
Hattiesburg, MS

Not For Construction

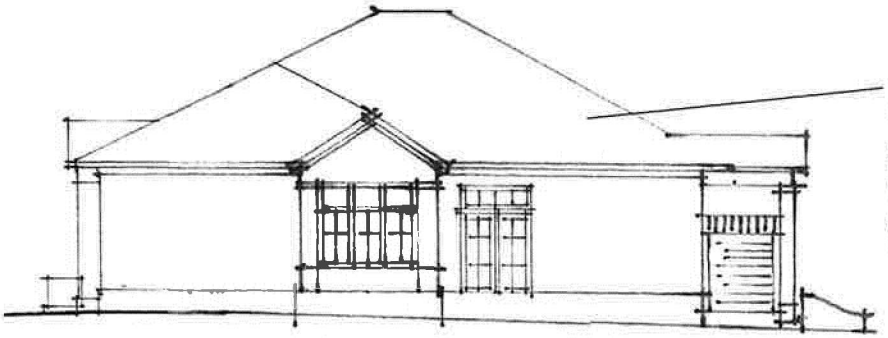
A203



1 BLDG 5 SOUTH ELEV.



2 BLDG 5 NORTH ELEV.



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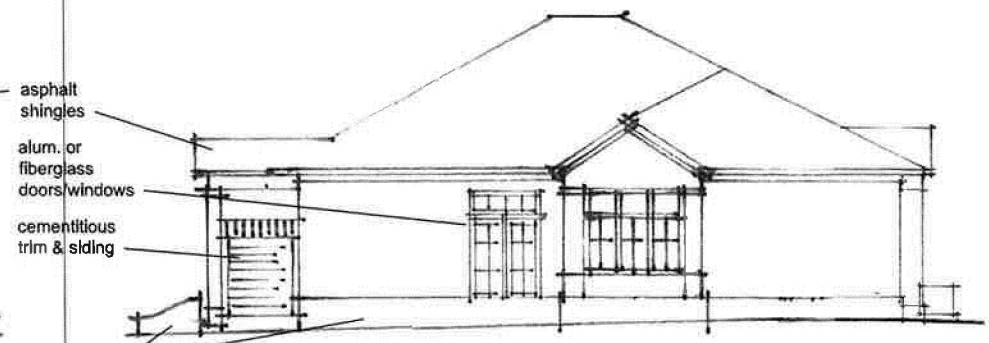


4 BLDG 5 EAST ELEV.

DALE McCarty

SMHD

The Village at the Beverly
Hattiesburg, MS

Not For Construction

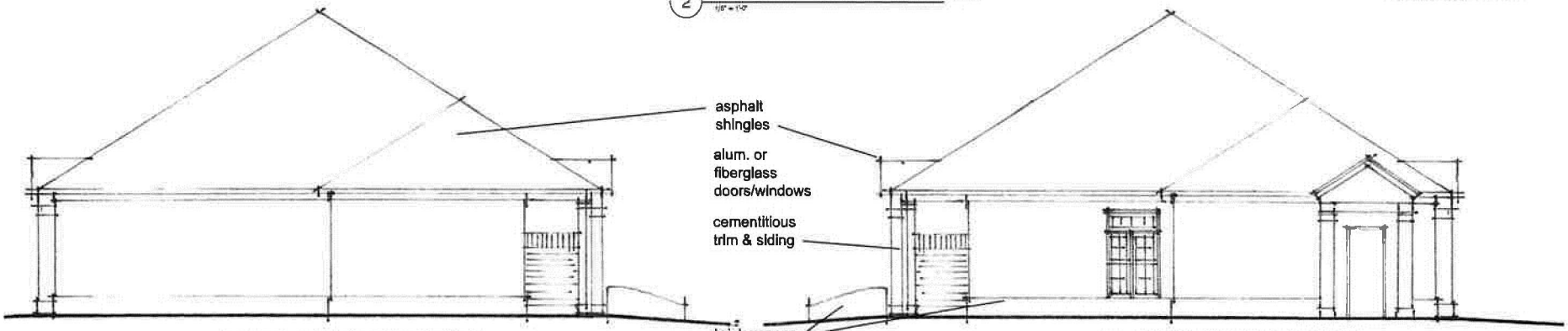
A204



1 BLDG 6/7 EAST/WEST ELEV.



2 BLDG 6/7 WEST/EAST ELEV.



3 BLDG 6/7 SOUTH ELEV.

4 BLDG 6/7 NORTH ELEV.

DALE McCarty

The Village at the Beverly
Hattiesburg, MS

Not For Construction

A205

City of Hattiesburg, MS

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

Master

File Number: 2013-0502

File ID: 2013-0502 **Type:** Regular Agenda Item **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 08/13/2013

Brief Title: 109 Lundy Lane - Height Variance **Final Action:** 08/20/2013

Minute Book Number: MB2013-232-233

Title:

APPROVE or DENY, the petition filed by Mike Sarona, applicant, to consider application for a height variance to construct a 4 story building, for certain property located at 109 Lundy Lane (Parcel # 2-028O-08-206.00, PPIN # 16577, Ward 3); Hattiesburg Planning Commission recommended to APPROVE on August 7, 2013

Notes:

Sponsors: **Enactment Date:**

Attachments: August mins, 109 Lundy Lane packet.pdf **Enactment Number:**

Contact: **Meeting Date:**

Drafter: Tamika Paige **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to APPROVE the petition filed by Mike Sarona, applicant, to consider application for a height variance to construct a 4 story building, for certain property located at 109 Lundy Lane (Parcel # 2-028O-08-206.00, PPIN # 16577, Ward 3); Hattiesburg Planning Commission recommended to APPROVE on August 7, 2013.

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 2013-0502

Title

APPROVE or DENY, the petition filed by Mike Sarona, applicant, to consider application for a height variance to construct a 4 story building, for certain property located at 109 Lundy Lane (Parcel # 2-028O-08-206.00, PPIN # 16577, Ward 3); Hattiesburg Planning Commission recommended to APPROVE on August 7, 2013

Summary

109 Lundy Lane - Height Variance

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MINUTES

OF THE

REGULAR MEETING

OF THE

HATTIESBURG PLANNING COMMISSION

August 7, 2013

The Hattiesburg Planning Commission did meet in a regular session on August 7, 2013 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Joe White, Vice-Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Richard Conville, Chairman
Joseph White, Vice-Chairman
John Blanks
Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners Absent: Don McClesky
Linda McMurtrey
Robin Roberts
Jessie Wilson

Also Present: Pattie Brantley, Director of Urban Development
Donovan Scruggs, Planning Manager
Ginger Maddox, Planner

Joseph White, Vice-Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:00 P.M.

INVOCATION Annie Pope.

AGENDA REVIEW

There came the matter of the August 2013 Agenda. A request was made by Commissioner White for a motion to Approve or Deny the August 2013 Agenda. A motion was made by Commissioner Corts to Approve the August 2013 Agenda as presented and Seconded by Commissioner Horton.

Commissioners voting aye: John Blanks
Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the July 3, 2013 minutes. A motion was made by Commissioner Corts and seconded by Commissioner Blanks to approve the minutes as presented.

Commissioners voting aye: John Blanks

Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

There came the matter of the Engineering Report. No report was submitted.

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. A report was submitted by Bill Rodgers detailing construction activities over the last 30 days.

PLANNING REPORT

There came the matter of the Planning Report. Planning Manager, Donovan Scruggs, informed the Commission of procedural changes for voting during Commission meeting. Donovan Scruggs introduced Ginger Maddox, Planner, to the commission, who recently came to work in the department. He indicated she has worked with Forrest County in the past and had attended undergraduate school at USM.

CHAIRMAN REPORT

There came the matter of the Chairman's Report. No report was submitted.

Commissioner Conville entered the meeting.

PUBLIC HEARING

Commissioner White declared the Public Hearing open at 1:10 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A, Gulf Coast Housing Partnership, Petitioner, on behalf of, Beverly Drive In Corp, Owner, to change the zoning classification of a certain property located on the North side of Old Airport Road and East of Edwards Street (Parcels: 041H-27-012.00 & 041G-27-017.00, PPINs 027682 & 029647, Ward 5) from B-3 (Community Business District) to a Planned Unit Development (PUD). The recommendation included the stipulation that construction shall be limited to Phase 1 as documented and detailed in architectural plans with no more than 76 residential units for senior/retiree residential dwellings. Additional phases will be considered by Planning Commission when submitted.

	Name	Address	City/State
Presented by:	Victoria Welch	Gulf Coast Housing Partnership	
Proponents:	None		
Opponents:	None		

Commissioner White declared the Public Hearing closed and the Business Meeting open to vote on the request. John Blanks made a motion to approve Item A based on the reason that there is a public need to encourage increased vitality and economic development in an area that has declined in activity in recent years. The motion was seconded by Eric Martin. The vote to approve the zoning change is detailed below:

Commissioners voting aye: John Blanks
Judy Corts
Peggy Horton
Eric Martin
Richard Conville
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B, The matter of the petition has been filed by Mike Sarona, Petitioner, on behalf of, Yogesh Patel, Owner, to request a front yard setback variance of ten (10) feet of the requirements of Article 3, Section 60.04 (1) and to request a height variance of the requirements of Article 3, Section 60.04 (7) for a four-story structure to allow a height of seventy-two (72) feet as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, for certain property located at 109 Lundy Lane (Parcel: 051J-12-017.000, PPIN: 16577, Ward 3).

	Name	Address	City/State
Presented by:	Mike Sarona, representing LaQuinta		
Proponents:	None		
Opponents:	None		

Commissioner White declared the Public Hearing closed and the Business Meeting open to vote on the request. Judy Corts made a motion to approve Item B based on the reason that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district. The motion was seconded by Annie Pope. The vote to approve the variance is detailed below:

Commissioners voting aye: Richard Conville
John Blanks
Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item C (1), There came the matter of the petition has been filed by Charles Bourland of Landry and Lewis Architects, Petitioner, on behalf of, William Carey University, Owner, to change the zoning classification of certain properties located at (Parcels: 54-1040-4 & 165D-10113-52, PPINs: 027450 & 031781, respectively, Ward 5) from (PPIN 027450) A-1 (General Agriculture District) and (PPIN 031781) A-2 (Agricultural Residential District) to R-2 (Two-Family Residential).

	Name	Address	City/State
Presented by:	Charles Bourland	Landry and Lewis	Hattiesburg, MS
Proponents:	None		
Opponents:	None		

Commissioner White declared the Public Hearing closed and the Business Meeting open to vote on the request. Richard Conville made a motion to approve Item C (1) based on the reason that there is change in neighborhood character based on current expansion efforts of William Carey University and the overall transitional state of the neighborhood. Previous expansions of the athletic fields in the area may also serve as a basis for change in neighborhood character. The motion was seconded by Peggy Horton. The vote to approve the zoning change is detailed below:

Commissioners voting aye: John Blanks
Richard Conville
Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item C (2), There came the matter of the petition has been filed by Charles Bourland of Landry and Lewis Architects, Petitioner, on behalf of, William Carey University, Owner, to grant a Use Permit Upon Review as detailed in Article 4, Section 55.03 (8), which states that a Use Permit for a "University or College, not business or commercial college" may be permitted upon review.

	Name	Company	City/State
Presented by:	Charles Bourland	Landry and Lewis	Hattiesburg, MS
Proponents:	None		
Opponents:	None		

Commissioner White declared the Public Hearing closed and the Business Meeting open to vote on the request. Judy Corts made a motion to approve Item C (2) based on the public need for the proposed use, as opposed to the private interest of an individual. The motion was seconded by Annie Pope. The vote to approve the Use Permit Upon Review is detailed below:

Commissioners voting aye: John Blanks
Richard Conville

Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

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

_____
Joe White, Vice- Chairman

_____
Donovan Scruggs, Planning Manager

Planning Commission
Case Fact Sheet

Names of Applicant:	Mike Sarona

Address of Property:	**Tax Parcels:**	**PPIN:**	**Ward:**
109 Lundy Lane	2-028O-08-206.00	(16577)	3

Request:	**Variances**
Purpose of Request:	To consider an application for a **Variance from height requirement,** which if approved, would permit a 4 story building to be constructed at 109 Lundy Lane.
Applicant Summary:	The applicant is requesting a Variance to construct a new 4 story hotel on the site. The site drops down towards the northern property line thus putting the building below existing grade
Applicable Regulations:	**SECTION 60 B-3 COMMUNITY BUSINESS DISTRICT** **60.04 Area and Setback Regulations:** Height Regulations: No building or structure shall exceed three (3) stories in height. *(Amended by Ord. 2880, Sec. 2, 7/19/05)*
Present Zoning:	B-3 Community Business District
Present Use:	Vacant Lot
Surrounding Land Use and Zoning:	**North**: B-3 Community Business District/Hotels **South**: B-3 Community Business District/Health Services **East**: B-3 Community Business District/Restaurant (Mugshots) **West**: B-3 Community Business District/Vacant Lot

Future Land Use Plan:

The subject parcels are shown in the 2008 Future Land Use Map as part of a large **Regional Business District** which is described as follows:

District Overview: The Regional Business District is primarily a non-residential district located along major arterial streets and highways. Limited types of residential uses, apartment complexes and second floor housing in strip commercial or lifestyle centers, are allowed and encouraged to locate in this district. The nature and volume of traffic along these corridors are different from the traffic along other commercial corridors, and therefore, the land uses require special consideration. The land uses in this district ay generate a higher volume of regional traffic and/or require frequent access by large trucks and commercial vehicles.

District Characteristics: The characteristics of this district include the following: suburban-style commercial centers and big-box buildings; well-positioned and screened outdoor uses; mixed-use buildings and development; high-density residential developments such as apartment complexes; large, private areas; and light industrial campuses and employment centers. Regulations should be established to promote development patterns for these uses that enhance the streetscape, screen outdoor storage and equipment areas from public view, and enable safe circulation among neighboring properties without requiring travel on the street or highway corridor.

District Land Uses: The following land uses should be found in this district: high-density residential uses; public and quasi-public uses; hotels and motels; general indoor and outdoor retail uses; heavy commercial and light industrial uses; service and office land uses; and light industrial campuses and corporate offices.

Most Nearly Bounded By (streets):

The subject parcel is on Lundy Lane and the block is bounded to the north by Doleac Drive, on the west by Thornhill Drive, and the east by North 40th Avenue.

Adverse Influences:

The project will likely cause increases in traffic volumes along the nearby corridors, though impacts would be minimal.

Positive Influences:

The parcel is currently vacant and the improvements will help support the local economy.

The project is located in an area of other hotels and similar uses.

Letters or Concerns stated:

The Planning Division Office has not received any letters or other written communications relative to this case, as of July 31, 2013.

Comments/ Recommendations:

The site is a rectangular parcel approximately 385.6 feet wide and 224.3 feet deep.

Although there are several structures in the City that are higher than three (3) stories, the height limit is three (3) stories.

A compliant design was originally submitted, but the applicant was encouraged to seek a variance. The more compact and vertical design provides more green space.

The number of proposed rooms or guest units is not the reason for the request.

Options:

1. Recommend approval or denial of the request for a **Variance from the height requirements,** which would permit a 4 story building to be constructed at 109 Lundy Lane.

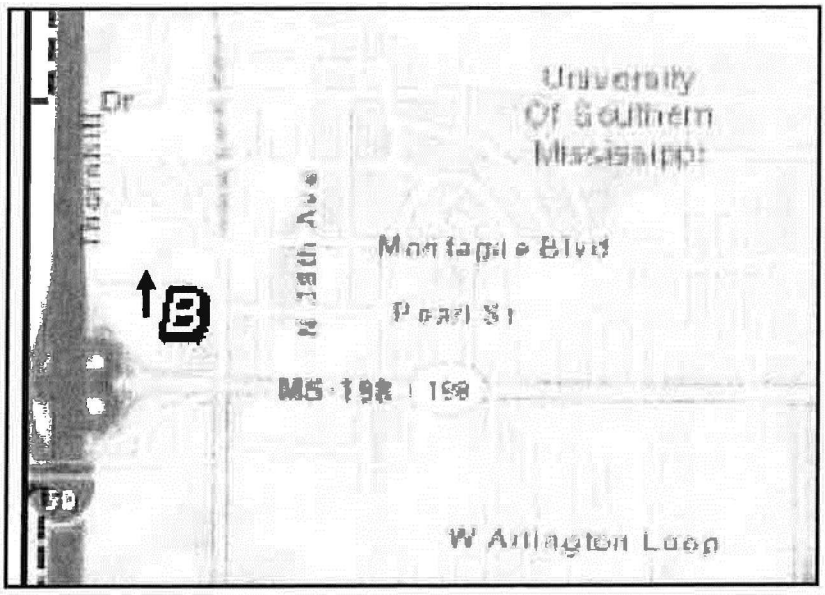
Basis for Approval:

- The special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;

- That literal interpretation of the provisions of the Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of the Code;

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

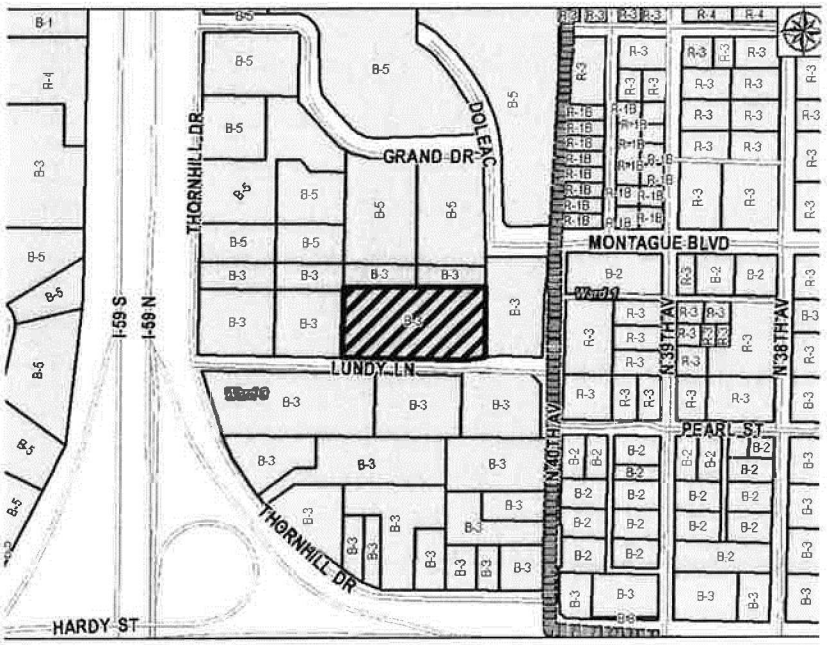
- That granting the variance requested will not confer on the applicant any special privilege that is denied by the Code to other lands, structures, or buildings in the same district.



SUBJECT PARCEL:

109 Lundy Lane/ Mike Sarona

The Subject Site is located on the north side of Lundy Lane and west of Mugshots. The area has a B-5 zoning with several hotels near the site.

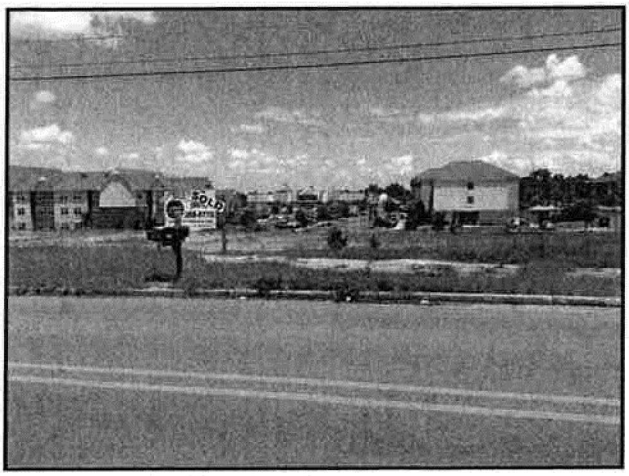


The Variance requested for this application include a height increase. If approved, the structure will be constructed to a height of four (4) stories.



The site is vacant, but if permitted the project will exist within an area of other hotels and similar uses.

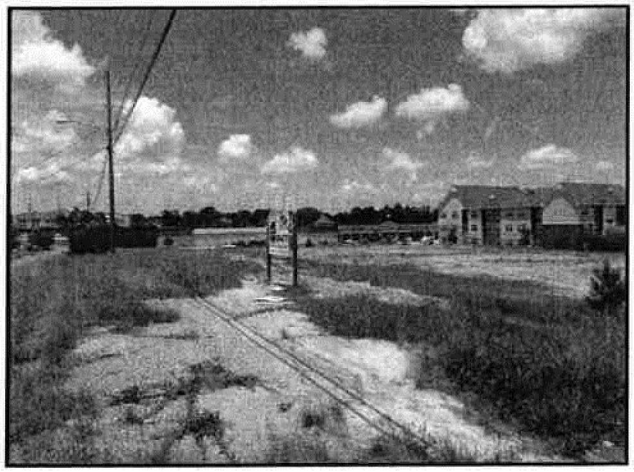
SURROUNDING AREA



Northern Direction: North of the site include a Residence Inn and Courtyard Hotel.



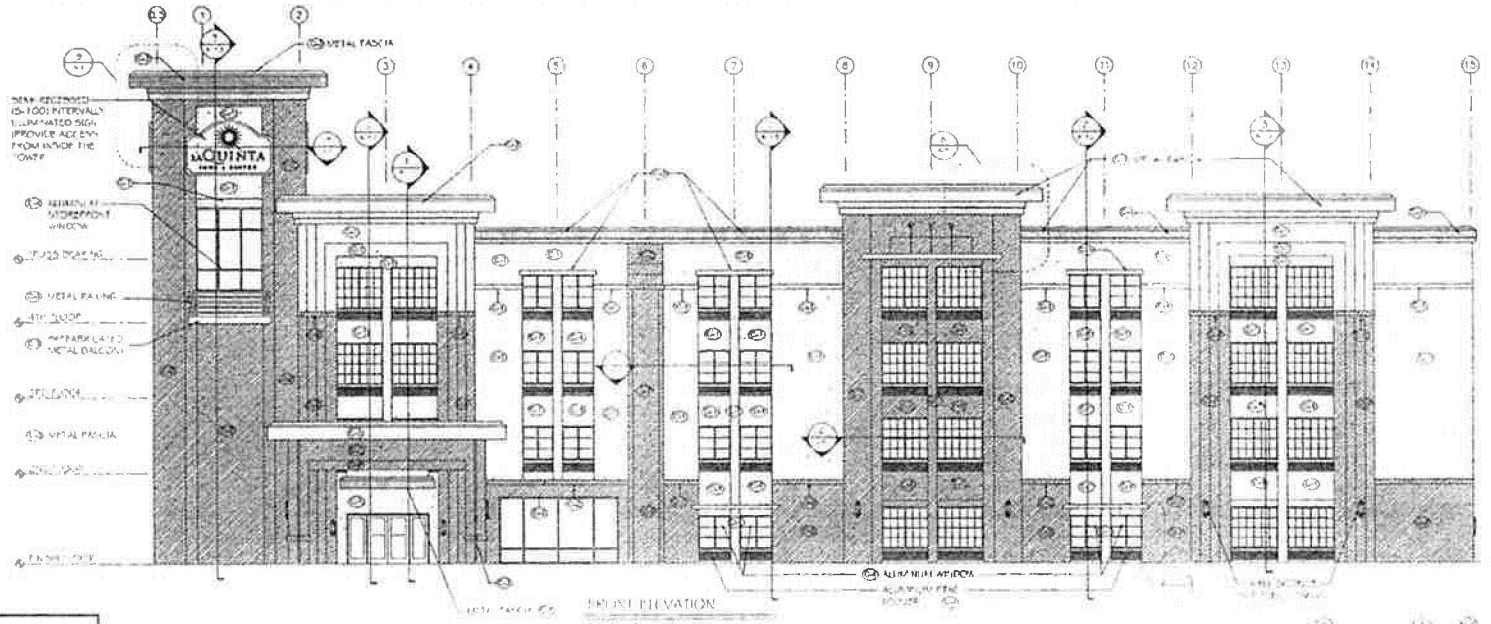
Eastern Direction: East of the site is a restaurant (Mugshots).



Western Direction: West of the site is a vacant lot.

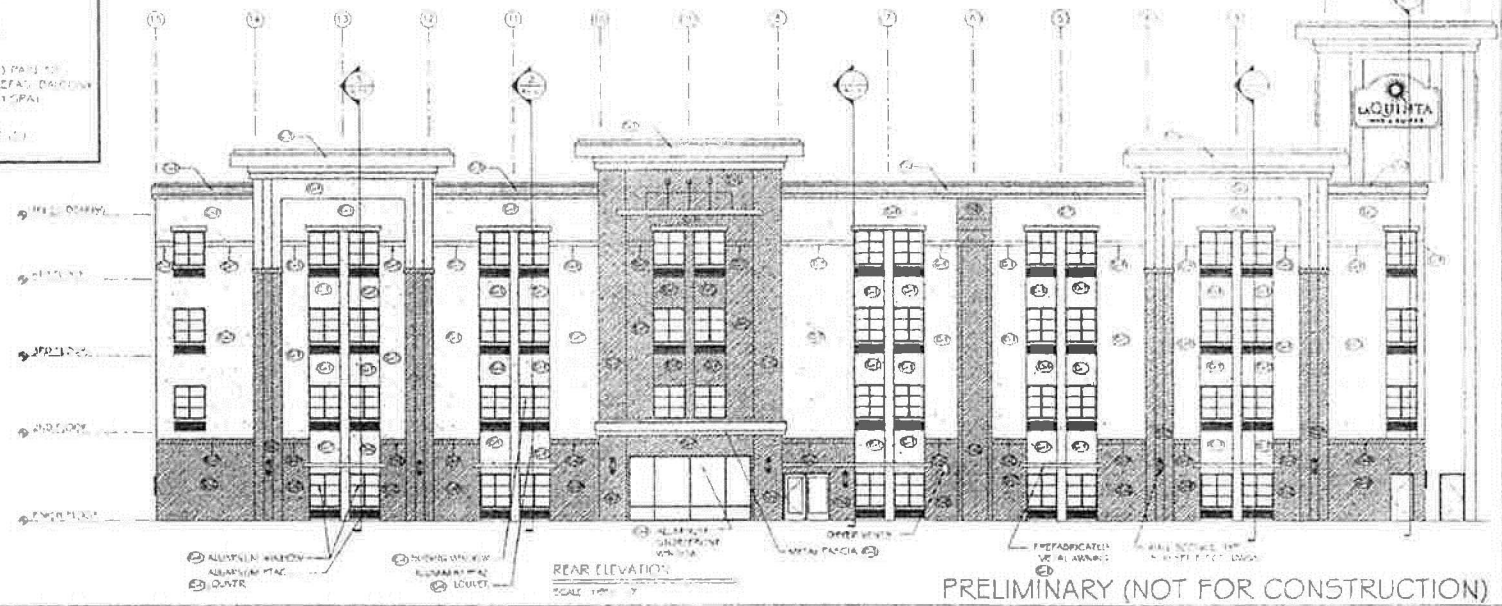


Southern Direction: Immediately to the south of the site is Deaconess Homecare which provides health services.



COLOR SCHEDULE

- (C1) – EIFS (FINE SAND TEXTURE) SW-6387 - COMFORTABLE CREAM
- (C2) – EIFS (FINE SAND TEXTURE) SW-6374 - TORCH LIGHT
- (C3) – EIFS (LIMESTONE TEXTURE) PAINT (E) METAL AWNINGS, AND PREFAB. BALCONY SW-0055 - LIGHT FRENCH GRAY
- (C4) – ALUMINUM WINDOWS, STOREFRONT, & PTAC GRILLES WHITE



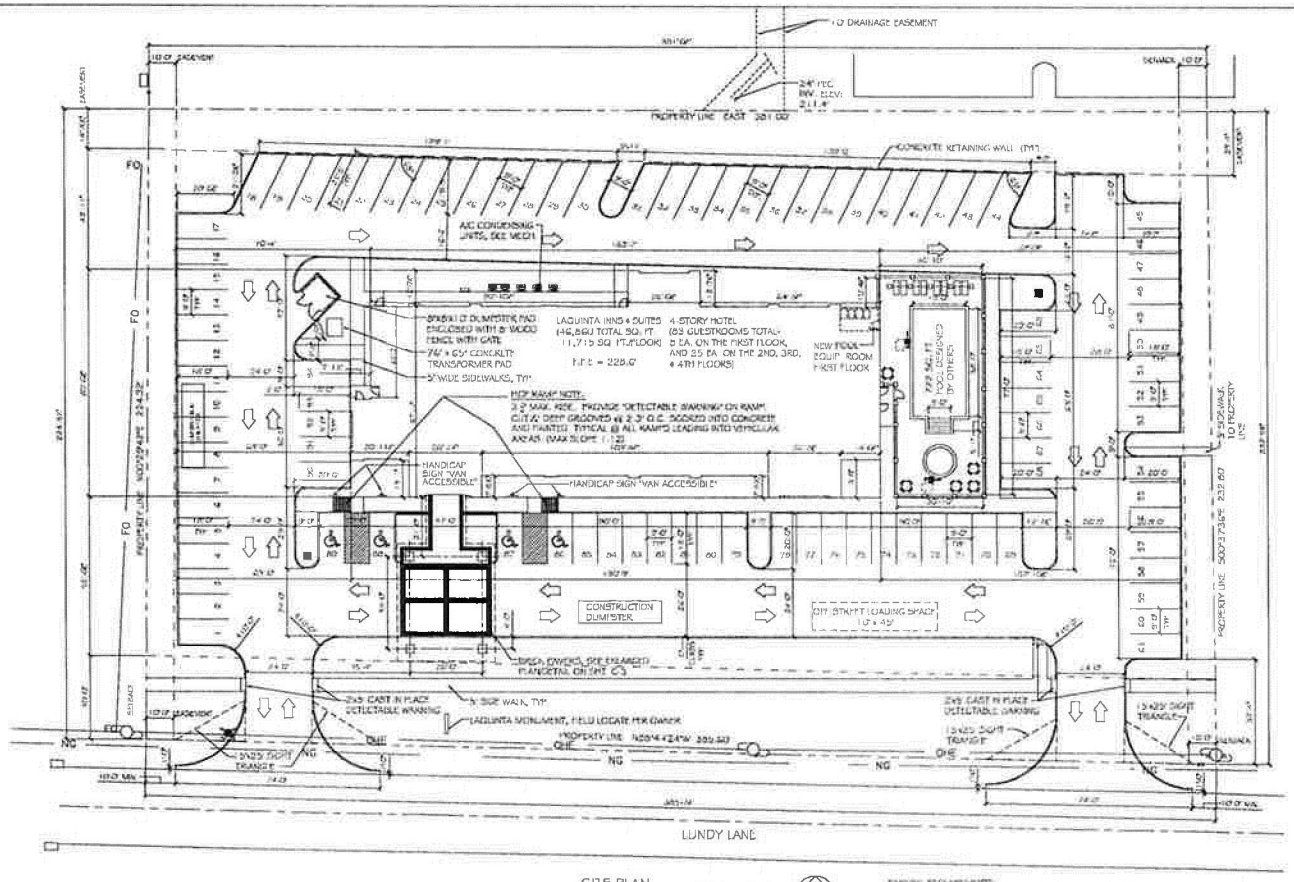
PRELIMINARY (NOT FOR CONSTRUCTION)

DAMMON ENGINEERING INC

LAQUINTA INNS & SUITES

FRONT & REAR EXTERIOR ELEVATIONS

A7



SITE PLAN

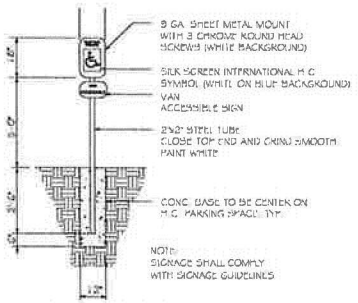
SCALE: 1"=20'-0"

PARKING REQUIREMENTS:
1 SPACE PER GUESTROOM AND 1 PER FIVE EMPLOYEES.
69 GUESTROOMS AT 1 = 91 2 OR 51 SPACES AT 1 = 92
TOTAL SPACES NEEDED: 94 PROVIDED

A.) SIDEWALKS INTERSECTING A ROADWAY SHALL BE SLOPED @ 1:12 AND HAVE A DETECTABLE WARNING SYSTEM (CAST IN PLACE)

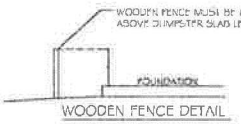
SITE LEGEND

- PROPERTY LINE
- UTILITY / EASEMENT LINE
- TRIANGULAR SITE LINE
- BUILDING SETBACK MINIMUM
- BUILDING OUTLINE
- HANDICAP PARKING
- HANDICAP PARKING SIGN
- TRASH RECEPTACLE



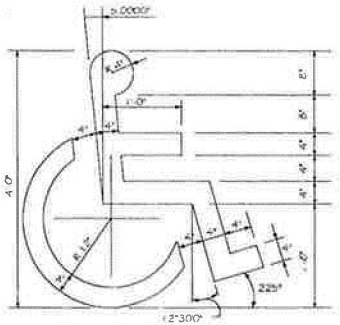
HANDICAP PARKING SIGN

N.T.S.



WOODEN FENCE DETAIL

N.T.S.



HANDICAP SYMBOL DETAIL

N.T.S.

DAMMON ENGINEERING, INC.

CHET HAGAN, P.E. / ROBERT DAMMON, P.E.
25410 OLD STATION TRAIL
TOMBALL, TX 77375

LAQUINTA INNS & SUITES

LOCATION:
HATTIESBURG, MISSISSIPPI (39401)

JOB No:	2156	DATE:	07-08-2013
DRAWN BY:	JBL	CHECKED BY:	CD

#	DESCRIPTION	DATE
1	ADDED SIDEWALKS	09-13-2013

SITE PLAN

SHEET No: 2 OF 53

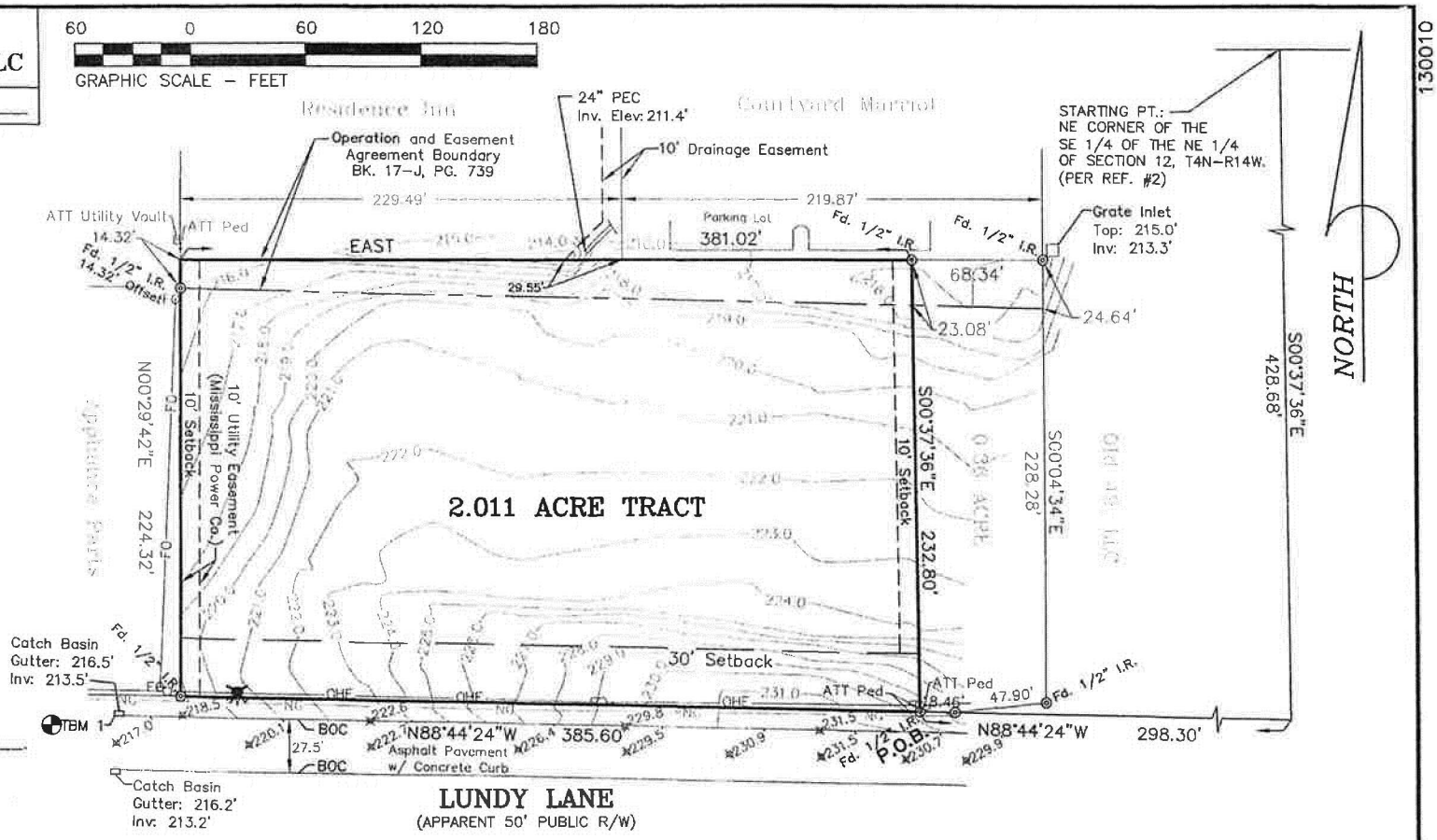
C1

OWNER(S)/BUYER(S)

Hattiesburg LQIS Lodging, LLC

BASE BEARING: N88°44'24"W (REF. #1)

130010



REFERENCE:

1. PLAT SHOWING SURVEY OF 2.368 ACRE TRACT, BY TIMOTHY R. BURGE, P.E., P.L.S., DATED 6/18/2009

2. PLAT SHOWING SURVEY OF 0.36 ACRE TRACT BY RICHARD B. BRANTLEY, P.L.S., DATED 9/11/2012

BENCHMARK

REFERENCE: GPS–OPUS SOLUTION (NAVD88)

TBM 1: West bolt on Catch Basin near Southwest Corner of Tract
Elev: 216.65'(NAVD88)

NATURAL GAS PIPELINE:

WILLMUT GAS
(601)544–6001

THIS SURVEY WAS PREPARED AT THE REQUEST AND FOR THE EXCLUSIVE USE OF:
Hattiesburg LQIS Lodging, LLC

THIS FIRM WAS NOT CONTRACTED TO PERFORM A COMPLETE TITLE ABSTRACT OF THE PROPERTY SHOWN HEREON. BE AWARE THAT SERVITUDES SHOWN HEREON WERE TAKEN FROM REFERENCE DATA AND THAT OTHER SERVITUDES, ENCUMBRANCES OR RESTRICTIONS, EITHER VISIBLE OR NOT VISIBLE, MAY AFFECT THE SUBJECT PROPERTY.

CERTIFICATION:

I HEREBY CERTIFY THAT I AM RESPONSIBLE FOR A FIELD SURVEY OF THE PROPERTY SHOWN HEREON AND THAT THIS MAP IS MADE IN ACCORDANCE WITH FIELD NOTES OF SAID SURVEY RECORD PLATS AND/OR DESCRIPTIONS. THERE ARE NO ENCROACHMENTS EITHER WAY ACROSS PROPERTY LINES, UNLESS OTHERWISE SHOWN. THIS SURVEY MEETS THE REQUIREMENTS FOR A CLASS "B" SURVEY.

F. Dewitt Ladner

DATE: 2/7/13

F. DEWITT LADNER
PROFESSIONAL LAND SURVEYOR
REG. #3173

F. DEWITT LADNER
LICENSED PROFESSIONAL
ENGINEER AND
SURVEYOR
PS 3173
STATE OF MISSISSIPPI

LEGEND

- Power Pole
- Fire Hydrant
- WV Water Meter/Valve
- x41.2' Spot Elevation
- —OHE— Over Head Electric Line
- PEC Polyethylene Culvert
- —NG— Natural Gas Pipeline
- —FO— Fiber Optic Line

MAP SHOWING TOPOGRAPHIC SURVEY OF A Certain 2.011 Acre Tract

LOCATED IN SECTION 12, T4S–R14W
LAMAR COUNTY,
HATTIESBURG, MISSISSIPPI

F. DEWITT LADNER
PROFESSIONAL LAND SURVEYOR
6161 PERKINS ROAD, STE. 2B,
BATON ROUGE, LA. 70808 (225)274–5482

W.O. # 130010

City of Hattiesburg, MS

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

Master

File Number: 2013-0503

File ID: 2013-0503 **Type:** Regular Agenda Item **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 08/13/2013

Brief Title: Use Permit Upon Review - William Carey University (PPIN #'s 27450 & 31781) **Final Action:** 08/20/2013

Minute Book Number: MB2013-233

Title:

APPROVE or DENY the petition filed by Charles Bourland, Landry & Lewis on behalf of William Carey University, Owner to request a Use Permit Upon Review as detailed in the Comprehensive Zoning Ordinance No. 2330 Aritcle 4, Section 55.03 (8) for a "University or College" for certain unaddressed properties (Parcel #'s 2-038J-22-008.00 and 2-038J-22-002.00, PPIN #'s 27450 and 31781, Ward 5); Hattiesburg Planning Commission recommended to APPROVE on August 7, 2013.

Notes:

Sponsors: **Enactment Date:**

Attachments: August mins, WCU - Use Permit packet.pdf **Enactment Number:**

Contact: **Meeting Date:**

Drafter: Tamika Paige **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to APPROVE the petition filed by Charles Bourland, Landry & Lewis on behalf of William Carey University, Owner to request a Use Permit Upon Review as detailed in the Comprehensive Zoning Ordinance No. 2330 Article 4, Section 55.03 (8) for a "University or College" for certain unaddressed properties (Parcel #'s 2-038J-22-008.00 and 2-038J-22-002.00, PPIN #'s 27450 and 31781, Ward 5); Hattiesburg Planning Commission recommended to APPROVE on August 7, 2013.

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 2013-0503

Title

APPROVE or DENY the petition filed by Charles Bourland, Landry & Lewis on behalf of William Carey University, Owner to request a Use Permit Upon Review as detailed in the Comprehensive Zoning Ordinance No. 2330 Aritcle 4, Section 55.03 (8) for a "University or College" for certain unaddressed properties (Parcel #'s 2-038J-22-008.00 and 2-038J-22-002.00, PPIN #'s 27450 and 31781, Ward 5); Hattiesburg Planning Commission recommended to APPROVE on August 7, 2013.

Summary

Use Permit Upon Review - William Carey University (PPIN #'s 27450 & 31781)

MINUTES

OF THE

REGULAR MEETING

OF THE

HATTIESBURG PLANNING COMMISSION

August 7, 2013

The Hattiesburg Planning Commission did meet in a regular session on August 7, 2013 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Joe White, Vice-Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Richard Conville, Chairman
Joseph White, Vice-Chairman
John Blanks
Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners Absent: Don McClesky
Linda McMurtrey
Robin Roberts
Jessie Wilson

Also Present: Pattie Brantley, Director of Urban Development
Donovan Scruggs, Planning Manager
Ginger Maddox, Planner

Joseph White, Vice-Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:00 P.M.

INVOCATION Annie Pope.

AGENDA REVIEW

There came the matter of the August 2013 Agenda. A request was made by Commissioner White for a motion to Approve or Deny the August 2013 Agenda. A motion was made by Commissioner Corts to Approve the August 2013 Agenda as presented and Seconded by Commissioner Horton.

Commissioners voting aye: John Blanks
Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the July 3, 2013 minutes. A motion was made by Commissioner Corts and seconded by Commissioner Blanks to approve the minutes as presented.

Commissioners voting aye: John Blanks

Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

There came the matter of the Engineering Report. No report was submitted.

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. A report was submitted by Bill Rodgers detailing construction activities over the last 30 days.

PLANNING REPORT

There came the matter of the Planning Report. Planning Manager, Donovan Scruggs, informed the Commission of procedural changes for voting during Commission meeting. Donovan Scruggs introduced Ginger Maddox, Planner, to the commission, who recently came to work in the department. He indicated she has worked with Forrest County in the past and had attended undergraduate school at USM.

CHAIRMAN REPORT

There came the matter of the Chairman's Report. No report was submitted.

Commissioner Conville entered the meeting.

PUBLIC HEARING

Commissioner White declared the Public Hearing open at 1:10 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A, Gulf Coast Housing Partnership, Petitioner, on behalf of, Beverly Drive In Corp, Owner, to change the zoning classification of a certain property located on the North side of Old Airport Road and East of Edwards Street (Parcels: 041H-27-012.00 & 041G-27-017.00, PPINs 027682 & 029647, Ward 5) from B-3 (Community Business District) to a Planned Unit Development (PUD). The recommendation included the stipulation that construction shall be limited to Phase 1 as documented and detailed in architectural plans with no more than 76 residential units for senior/retiree residential dwellings. Additional phases will be considered by Planning Commission when submitted.

	Name	Address	City/State
Presented by:	Victoria Welch	Gulf Coast Housing Partnership	
Proponents:	None		
Opponents:	None		

Commissioner White declared the Public Hearing closed and the Business Meeting open to vote on the request. John Blanks made a motion to approve Item A based on the reason that there is a public need to encourage increased vitality and economic development in an area that has declined in activity in recent years. The motion was seconded by Eric Martin. The vote to approve the zoning change is detailed below:

Commissioners voting aye: John Blanks
Judy Corts
Peggy Horton
Eric Martin
Richard Conville
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B, The matter of the petition has been filed by Mike Sarona, Petitioner, on behalf of, Yogesh Patel, Owner, to request a front yard setback variance of ten (10) feet of the requirements of Article 3, Section 60.04 (1) and to request a height variance of the requirements of Article 3, Section 60.04 (7) for a four-story structure to allow a height of seventy-two (72) feet as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, for certain property located at 109 Lundy Lane (Parcel: 051J-12-017.000, PPIN: 16577, Ward 3).

	Name	Address	City/State
Presented by:	Mike Sarona, representing LaQuinta		
Proponents:	None		
Opponents:	None		

Commissioner White declared the Public Hearing closed and the Business Meeting open to vote on the request. Judy Corts made a motion to approve Item B based on the reason that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district. The motion was seconded by Annie Pope. The vote to approve the variance is detailed below:

Commissioners voting aye: Richard Conville
John Blanks
Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item C (1), There came the matter of the petition has been filed by Charles Bourland of Landry and Lewis Architects, Petitioner, on behalf of, William Carey University, Owner, to change the zoning classification of certain properties located at (Parcels: 54-1040-4 & 165D-10113-52, PPINs: 027450 & 031781, respectively, Ward 5) from (PPIN 027450) A-1 (General Agriculture District) and (PPIN 031781) A-2 (Agricultural Residential District) to R-2 (Two-Family Residential).

	Name	Address	City/State
Presented by:	Charles Bourland	Landry and Lewis	Hattiesburg, MS
Proponents:	None		
Opponents:	None		

Commissioner White declared the Public Hearing closed and the Business Meeting open to vote on the request. Richard Conville made a motion to approve Item C (1) based on the reason that there is change in neighborhood character based on current expansion efforts of William Carey University and the overall transitional state of the neighborhood. Previous expansions of the athletic fields in the area may also serve as a basis for change in neighborhood character. The motion was seconded by Peggy Horton. The vote to approve the zoning change is detailed below:

Commissioners voting aye: John Blanks
Richard Conville
Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item C (2), There came the matter of the petition has been filed by Charles Bourland of Landry and Lewis Architects, Petitioner, on behalf of, William Carey University, Owner, to grant a Use Permit Upon Review as detailed in Article 4, Section 55.03 (8), which states that a Use Permit for a "University or College, not business or commercial college" may be permitted upon review.

	Name	Company	City/State
Presented by:	Charles Bourland	Landry and Lewis	Hattiesburg, MS
Proponents:	None		
Opponents:	None		

Commissioner White declared the Public Hearing closed and the Business Meeting open to vote on the request. Judy Corts made a motion to approve Item C (2) based on the public need for the proposed use, as opposed to the private interest of an individual. The motion was seconded by Annie Pope. The vote to approve the Use Permit Upon Review is detailed below:

Commissioners voting aye: John Blanks
Richard Conville

Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

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

_____
Joe White, Vice- Chairman

_____
Donovan Scruggs, Planning Manager

Planning Commission
Case Fact Sheet

Names of Applicant: Charles Bourland, Landry & Lewis on behalf of William Carey University

Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
Unaddressed Parcel	2-038J-22-008.00	(27450)	5
Unaddressed Parcel	2-038J-22-002.00	(31781)	5

Request: **Rezoning and a Use Permit**

Purpose of Request: To consider an application for a **(1) Rezoning** from **A-1 General Agriculture District and A-2 Agriculture Residential District** to **R-2 Two-Family Residential** and **(2) Use Permits** for a "University or College, not business or commercial college."

Applicant Summary: William Carey University owns these two properties and asks to change the zoning from A-1 and A-2 to R-2 due to a change in circumstances and conditions for the area. The property to the north is the current William Carey University campus and to the south is now an apartment complex. Part of the property being rezoned is the current baseball and softball field. Only a portion of the two fields is in the A-1 zone. The newly acquired 14 acres to the south of the creek is planned for a new gymnasium and required parking. The zoning change is needed to allow William Carey University to use the property with a use permit that is also being applied for.

Applicable Regulations: **SECTION 55 R-2 TWO-FAMILY RESIDENTIAL DISTRICT**

55.01 General Description: This is a residential district to provide for medium population density. The principal use of land may range from single family to two-family dwelling units, and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from

the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

Article 4. Section 50.03: Uses Permitted On Review By the Planning Commission: The following uses may be permitted upon review.

8. University or college, not to include business or commercial college

Present Zoning: A-1 General Agriculture District
A-2 Agriculture Residential District

Present Use: Vacant Parcels. Undeveloped timber land/athletic fields to the north.

Surrounding Land Use and Zoning:

North: R-3 Multi-Family Residential District/ William Carey University
South: A-1 General Agriculture District/ Undeveloped, timberland
East: A-1 General Agriculture, A-2 Agriculture Residential, B-2 Neighborhood Business (along Edwards St.) and R-1C Single Family Residential / Power station to the northeast of the property, residential and vacant to the southeast.
West: R-3 Multi-Family Residential District/ Wisteria Estates & Pine Haven Estates apartment complex

Future Land Use Plan: The subject parcels are shown in the 2008 Future Land Use Map as part of a large **Neighborhood Conservation District 2** which is described as follows:

District Overview: This Neighborhood Conservation District is primarily a residential district located in conventional subdivisions. In this district, large tracts of land were platted as single-family residential neighborhoods. Other than schools and churches, non-residential land uses are not typically found in these districts.

District Characteristics: The characteristics of this district include the following: low-density or moderate-density single-family residences; building lots with front and side yards with standard depths; and a lower overall density of development than downtown or historic neighborhoods.

District Land Uses: The following land uses should be found in this district: single-family residential uses; public and quasi-public uses, such as churches and schools; small neighborhood parks and tot lots.

Most Nearly Bounded By (streets):

The block containing these parcels is bounded on the north by County Dr., the east by Cedar St., and on the west by Helveston Rd. There are no streets in the immediate vicinity to the south.

Adverse Influences:

The overall intensity of in the area will increase. Additional students and employees will likely create higher traffic volumes.

There will be a significant loss of tree canopy and additional stormwater runoff of the area is likely even though the applicant will meet the City requirements for stormwater retention.

According to William Carey University, the area to the north of the proposed gym is a designated bird sanctuary. Development could negatively impact this area, but development plans do not include expansion into the area.

Positive Influences:

William Carey University continues to invest in the area. As a result, the overall value of property in the neighborhood should rise. Continued physical expansion will encourage overall expansion and investment at William Carey University, the neighborhood, and local economy.

The proposed project will include 32 employees.

The subject site is located south of the main campus and the established neighborhood to the north. As a result, the project will be less intrusive to the neighborhood.

Letters or Concerns stated:

The Planning Division Office has not received any letters or other written communications relative to this case, as of July 31, 2013.

Comments/ Recommendations:

(Rezoning) William Carey University is zoned R-3 (Multi-Family Residential District) and abuts areas that are primarily zoned R-1A and R-1C (Single-Family Residential District). The University has purchased several lots as it continues to expand. To date, most of the expansion has been either within the existing campus footprint and northward.

Vacant areas have a greater negative impact, as a whole, to the neighborhood than the expansion of William Carey University.

The subject area to be rezoned is vacant timberland (with the exception of the athletic fields). This differs from previous rezonings because the area is not being "redeveloped." Vacant homes or derelict properties are not being reutilized to stabilize the

neighborhood, as in previous cases.

The surrounding properties to the south consist of undeveloped lands and larger lots that front Edwards St. or other streets.

The southern expansion has less of an impact on the neighborhood (whether positive or negative), but it does have more of an environmental impact on the overall area in terms of stormwater runoff, tree canopy loss, traffic increase, and the bird sanctuary.

Because the parcels are to be zoned R-2 (Two-Family Residential) and are located adjacent to similar districts, the rezoning should not be considered "Spot Zonings".

(Use Permit) If the rezoning is approved, a Use Permit can be considered for the parcels.

A Use Permit on review has been used for previous William Carey University expansions.

If William Carey University is not able to utilize the properties, they will likely remain vacant.

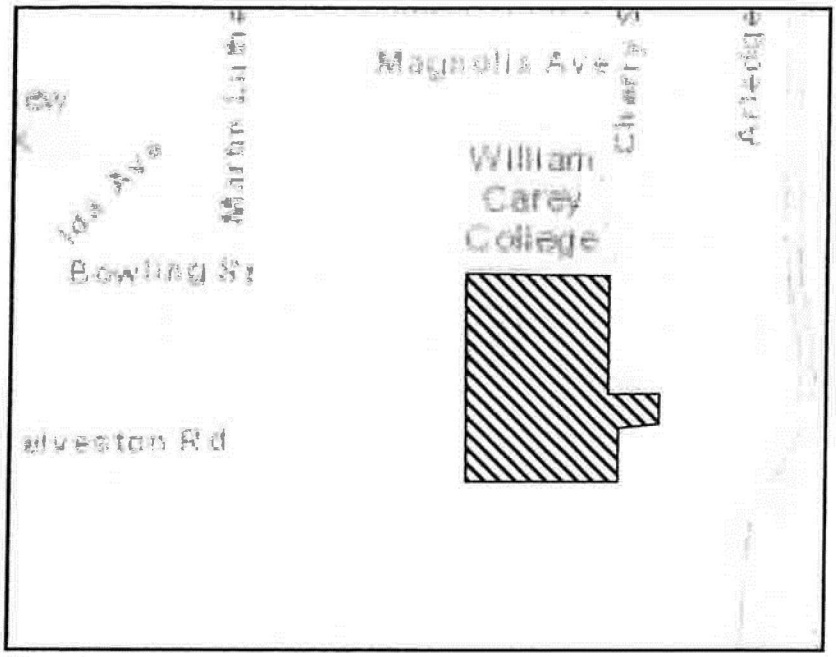
Rezoning to R-2 (Two-Family Residential District) with a Use Permit limits the uses of the site better than a rezoning to a business district. The Planning Commission may impose stipulations or requirements associated with the Use Permit.

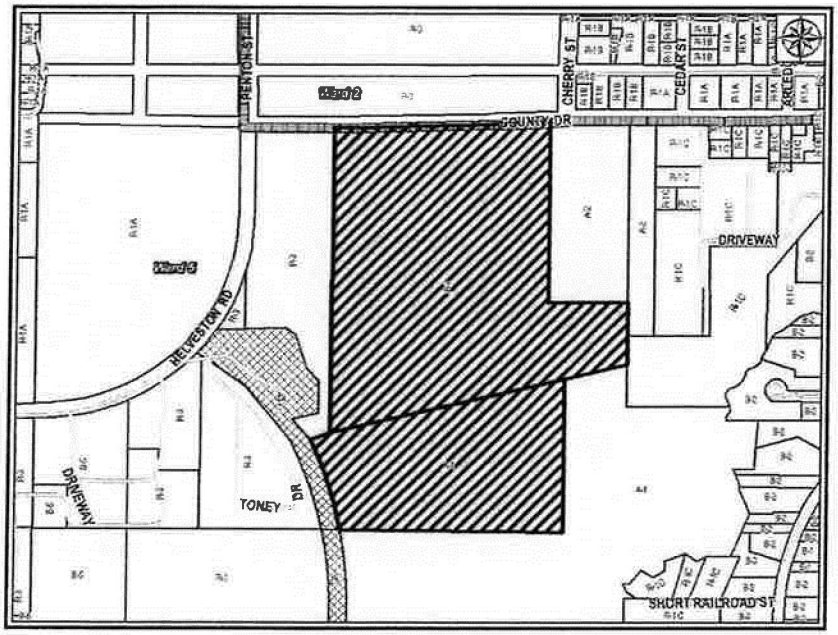
Basis for Approval: Change in neighborhood character based on current expansion efforts of William Carey University and the overall transitional state of the neighborhood. Previous expansions of the athletic fields in this area may also serve as a basis for change in neighborhood character.

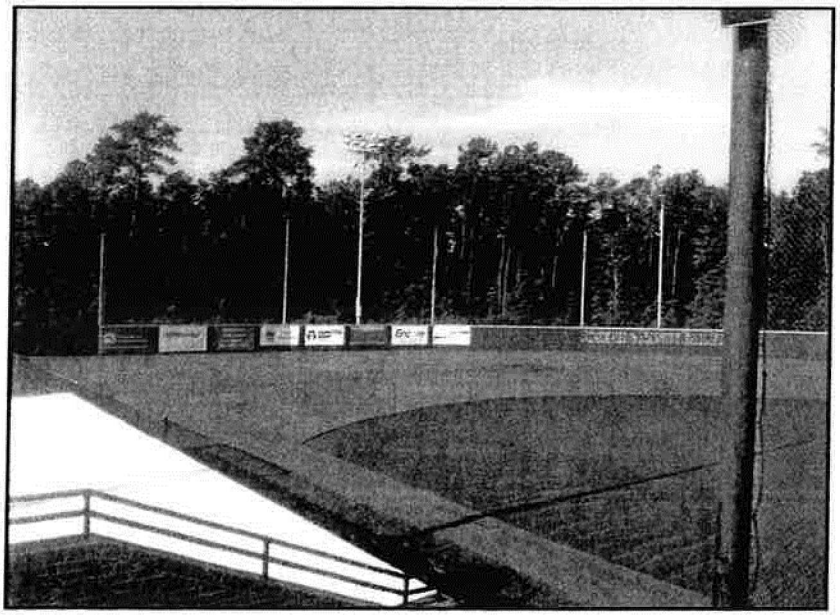
Options:

1. Recommend approval or denial of the request for Rezoning from A-1 (General Agriculture) and A-2 (Agriculture Residential) to R-2 (Two-Family Residential) for the subject parcels 2-038J-22-008.00 (27450) and 2-038J-22-002.00 (31781).

2. If the Planning Commission recommends for an approval of a Rezoning, then the Planning Commission may recommend approval or denial of the request for Use Permit for a "University or College, not business or commercial college" for subject parcels of land.







SUBJECT PARCELS: **ITEM C**

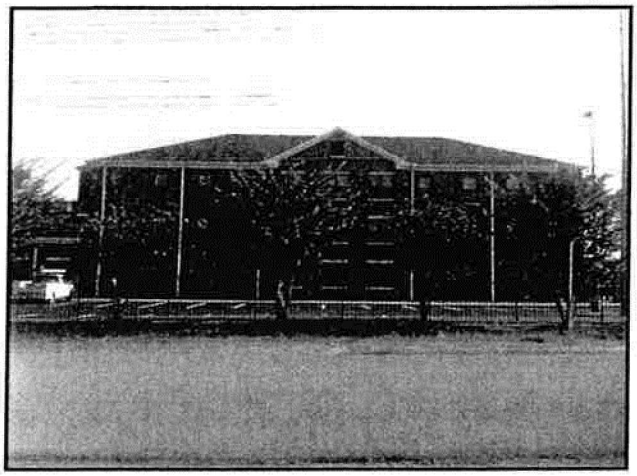
Unaddressed Parcels / William Carey University

The subject parcels are located on the south side of County Road and William Carey University. The parcels are located south of and not within the Unified Neighborhood Association.

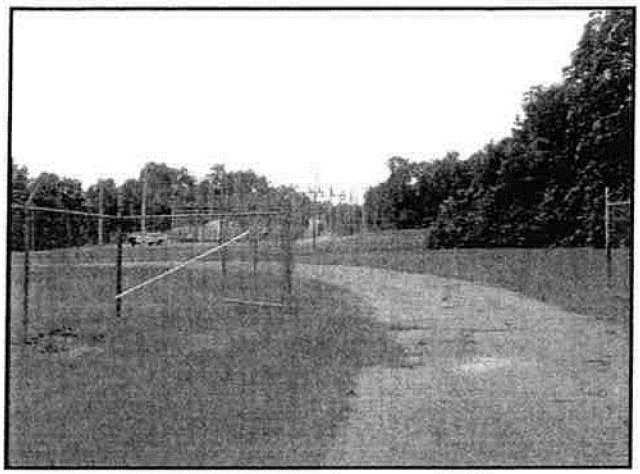
William Carey University has purchased the sites primarily for athletic facilities. Baseball fields are located on the northern portions of the properties (just south of County Road). Further south, plans include a gymnasium and parking. Other athletic fields are planned for the future.

The subject parcels are undeveloped south of the baseball fields. The site is primarily wooded with timber.

SURROUNDING AREA



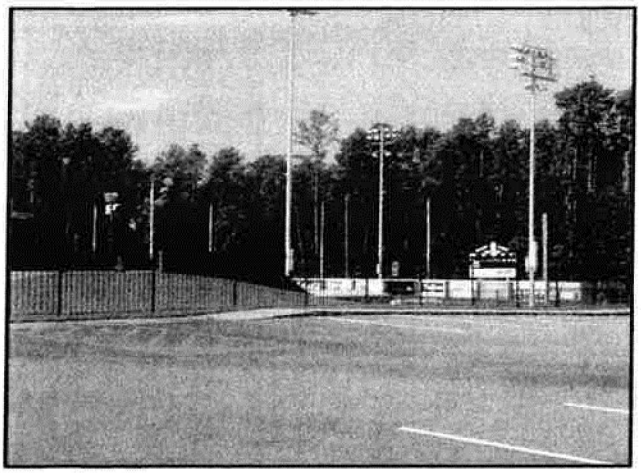
Northern Direction: To north of the site is William Carey University which includes classrooms, dormitories, common areas, recreational facilities, cafeterias, and other accessory uses.



Eastern Direction: To the east of the site is a Power Station Facility.



Western Direction: To west of the site is the Timberton Softball Complex.



Southern Direction: Immediately to the south of the existing ball fields is an A-1 General Agriculture District that is undeveloped timberland.

City of Hattiesburg, MS

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

Master

File Number: 2013-0511

File ID: 2013-0511 **Type:** Ordinance **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 08/13/2013

Brief Title: Rezoning - William Carey University (PPIN #'s 27450 & 31781) **Final Action:** 08/20/2013

Minute Book Number: MB2013-233

Title:

APPROVE or DENY to adopt an ordinance changing the zoning designation of certain unaddressed properties (Parcel #'s 2-038J-22-008.00 and 2-038J-22-002.00, PPIN #'s 27450 and 31781, Ward 5) from A-1 (General Agriculture) District and A-2 (Agriculture Residential) District to R-2 (Two Family Residential) District. This petiton was filed by Charles Bourland, Landry & Lewis on behalf of William Carey University; Hattiesburg Planning Commission recommended to APPROVE on August 7, 2013.

Notes:

Sponsors: **Enactment Date:**

Attachments: August mins, WCU - Rezoning packet.pdf, WCU ordinance.pdf, executed WCU ordinance ORD#3113 **Enactment Number:**

Contact: **Meeting Date:**

Drafter: Tamika Paige **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to APPROVE to adopt an ordinance (Number 3113) changing the zoning designation of certain unaddressed properties (Parcel #'s 2-038J-22-008.00 and 2-038J-22-002.00, PPIN #'s 27450 and 31781, Ward 5) from A-1 (General Agriculture) District and A-2 (Agriculture Residential) District to R-2 (Two Family Residential) District. This petiton was filed by Charles Bourland, Landry & Lewis on behalf of William Carey University; Hattiesburg Planning Commission recommended to APPROVE on August 7, 2013.

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 2013-0511

Title

APPROVE or DENY to adopt an ordinance changing the zoning designation of certain unaddressed properties (Parcel #'s 2-038J-22-008.00 and 2-038J-22-002.00, PPIN #'s 27450 and 31781, Ward 5) from A-1 (General Agriculture) District and A-2 (Agriculture Residential) District to R-2 (Two Family Residential) District. This petiton was filed by Charles Bourland, Landry & Lewis on behalf of William Carey University; Hattiesburg Planning Commission recommended to APPROVE on August 7, 2013.

Summary

Rezoning - William Carey University (PPIN #'s 27450 & 31781)

MINUTES

OF THE

REGULAR MEETING

OF THE

HATTIESBURG PLANNING COMMISSION

August 7, 2013

The Hattiesburg Planning Commission did meet in a regular session on August 7, 2013 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Joe White, Vice-Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Richard Conville, Chairman
Joseph White, Vice-Chairman
John Blanks
Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners Absent: Don McClesky
Linda McMurtrey
Robin Roberts
Jessie Wilson

Also Present: Pattie Brantley, Director of Urban Development
Donovan Scruggs, Planning Manager
Ginger Maddox, Planner

Joseph White, Vice-Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:00 P.M.

INVOCATION Annie Pope.

AGENDA REVIEW

There came the matter of the August 2013 Agenda. A request was made by Commissioner White for a motion to Approve or Deny the August 2013 Agenda. A motion was made by Commissioner Corts to Approve the August 2013 Agenda as presented and Seconded by Commissioner Horton.

Commissioners voting aye: John Blanks
Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the July 3, 2013 minutes. A motion was made by Commissioner Corts and seconded by Commissioner Blanks to approve the minutes as presented.

Commissioners voting aye: John Blanks

Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

There came the matter of the Engineering Report. No report was submitted.

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. A report was submitted by Bill Rodgers detailing construction activities over the last 30 days.

PLANNING REPORT

There came the matter of the Planning Report. Planning Manager, Donovan Scruggs, informed the Commission of procedural changes for voting during Commission meeting. Donovan Scruggs introduced Ginger Maddox, Planner, to the commission, who recently came to work in the department. He indicated she has worked with Forrest County in the past and had attended undergraduate school at USM.

CHAIRMAN REPORT

There came the matter of the Chairman's Report. No report was submitted.

Commissioner Conville entered the meeting.

PUBLIC HEARING

Commissioner White declared the Public Hearing open at 1:10 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A, Gulf Coast Housing Partnership, Petitioner, on behalf of, Beverly Drive In Corp, Owner, to change the zoning classification of a certain property located on the North side of Old Airport Road and East of Edwards Street (Parcels: 041H-27-012.00 & 041G-27-017.00, PPINs 027682 & 029647, Ward 5) from B-3 (Community Business District) to a Planned Unit Development (PUD). The recommendation included the stipulation that construction shall be limited to Phase 1 as documented and detailed in architectural plans with no more than 76 residential units for senior/retiree residential dwellings. Additional phases will be considered by Planning Commission when submitted.

	Name	Address	City/State
Presented by:	Victoria Welch	Gulf Coast Housing Partnership	
Proponents:	None		
Opponents:	None		

Commissioner White declared the Public Hearing closed and the Business Meeting open to vote on the request. John Blanks made a motion to approve Item A based on the reason that there is a public need to encourage increased vitality and economic development in an area that has declined in activity in recent years. The motion was seconded by Eric Martin. The vote to approve the zoning change is detailed below:

Commissioners voting aye: John Blanks
Judy Corts
Peggy Horton
Eric Martin
Richard Conville
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B, The matter of the petition has been filed by Mike Sarona, Petitioner, on behalf of, Yogesh Patel, Owner, to request a front yard setback variance of ten (10) feet of the requirements of Article 3, Section 60.04 (1) and to request a height variance of the requirements of Article 3, Section 60.04 (7) for a four-story structure to allow a height of seventy-two (72) feet as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, for certain property located at 109 Lundy Lane (Parcel: 051J-12-017.000, PPIN: 16577, Ward 3).

	Name	Address	City/State
Presented by:	Mike Sarona, representing LaQuinta		
Proponents:	None		
Opponents:	None		

Commissioner White declared the Public Hearing closed and the Business Meeting open to vote on the request. Judy Corts made a motion to approve Item B based on the reason that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district. The motion was seconded by Annie Pope. The vote to approve the variance is detailed below:

Commissioners voting aye: Richard Conville
John Blanks
Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item C (1), There came the matter of the petition has been filed by Charles Bourland of Landry and Lewis Architects, Petitioner, on behalf of, William Carey University, Owner, to change the zoning classification of certain properties located at (Parcels: 54-1040-4 & 165D-10113-52, PPINs: 027450 & 031781, respectively, Ward 5) from (PPIN 027450) A-1 (General Agriculture District) and (PPIN 031781) A-2 (Agricultural Residential District) to R-2 (Two-Family Residential).

	Name	Address	City/State
Presented by:	Charles Bourland	Landry and Lewis	Hattiesburg, MS
Proponents:	None		
Opponents:	None		

Commissioner White declared the Public Hearing closed and the Business Meeting open to vote on the request. Richard Conville made a motion to approve Item C (1) based on the reason that there is change in neighborhood character based on current expansion efforts of William Carey University and the overall transitional state of the neighborhood. Previous expansions of the athletic fields in the area may also serve as a basis for change in neighborhood character. The motion was seconded by Peggy Horton. The vote to approve the zoning change is detailed below:

Commissioners voting aye: John Blanks
Richard Conville
Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item C (2), There came the matter of the petition has been filed by Charles Bourland of Landry and Lewis Architects, Petitioner, on behalf of, William Carey University, Owner, to grant a Use Permit Upon Review as detailed in Article 4, Section 55.03 (8), which states that a Use Permit for a "University or College, not business or commercial college" may be permitted upon review.

	Name	Company	City/State
Presented by:	Charles Bourland	Landry and Lewis	Hattiesburg, MS
Proponents:	None		
Opponents:	None		

Commissioner White declared the Public Hearing closed and the Business Meeting open to vote on the request. Judy Corts made a motion to approve Item C (2) based on the public need for the proposed use, as opposed to the private interest of an individual. The motion was seconded by Annie Pope. The vote to approve the Use Permit Upon Review is detailed below:

Commissioners voting aye: John Blanks
Richard Conville

Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

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

_____
Joe White, Vice- Chairman

_____
Donovan Scruggs, Planning Manager

Planning Commission
Case Fact Sheet

Names of Applicant: Charles Bourland, Landry & Lewis on behalf of William Carey University

Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
Unaddressed Parcel	2-038J-22-008.00	(27450)	5
Unaddressed Parcel	2-038J-22-002.00	(31781)	5

Request: **Rezoning and a Use Permit**

Purpose of Request: To consider an application for a **(1) Rezoning** from **A-1 General Agriculture District and A-2 Agriculture Residential District** to **R-2 Two-Family Residential** and **(2) Use Permits** for a "University or College, not business or commercial college."

Applicant Summary: William Carey University owns these two properties and asks to change the zoning from A-1 and A-2 to R-2 due to a change in circumstances and conditions for the area. The property to the north is the current William Carey University campus and to the south is now an apartment complex. Part of the property being rezoned is the current baseball and softball field. Only a portion of the two fields is in the A-1 zone. The newly acquired 14 acres to the south of the creek is planned for a new gymnasium and required parking. The zoning change is needed to allow William Carey University to use the property with a use permit that is also being applied for.

Applicable Regulations: **SECTION 55 R-2 TWO-FAMILY RESIDENTIAL DISTRICT**

55.01 General Description: This is a residential district to provide for medium population density. The principal use of land may range from single family to two-family dwelling units, and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from

the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

Article 4. Section 50.03: Uses Permitted On Review By the Planning Commission: The following uses may be permitted upon review.

8. University or college, not to include business or commercial college

Present Zoning: A-1 General Agriculture District
A-2 Agriculture Residential District

Present Use: Vacant Parcels. Undeveloped timber land/athletic fields to the north.

Surrounding Land Use and Zoning:

North: R-3 Multi-Family Residential District/ William Carey University
South: A-1 General Agriculture District/ Undeveloped, timberland
East: A-1 General Agriculture, A-2 Agriculture Residential, B-2 Neighborhood Business (along Edwards St.) and R-1C Single Family Residential / Power station to the northeast of the property, residential and vacant to the southeast.
West: R-3 Multi-Family Residential District/ Wisteria Estates & Pine Haven Estates apartment complex

Future Land Use Plan: The subject parcels are shown in the 2008 Future Land Use Map as part of a large **Neighborhood Conservation District 2** which is described as follows:

District Overview: This Neighborhood Conservation District is primarily a residential district located in conventional subdivisions. In this district, large tracts of land were platted as single-family residential neighborhoods. Other than schools and churches, non-residential land uses are not typically found in these districts.

District Characteristics: The characteristics of this district include the following: low-density or moderate-density single-family residences; building lots with front and side yards with standard depths; and a lower overall density of development than downtown or historic neighborhoods.

District Land Uses: The following land uses should be found in this district: single-family residential uses; public and quasi-public uses, such as churches and schools; small neighborhood parks and tot lots.

Most Nearly Bounded By (streets):

The block containing these parcels is bounded on the north by County Dr., the east by Cedar St., and on the west by Helveston Rd. There are no streets in the immediate vicinity to the south.

Adverse Influences:

The overall intensity of in the area will increase. Additional students and employees will likely create higher traffic volumes.

There will be a significant loss of tree canopy and additional stormwater runoff of the area is likely even though the applicant will meet the City requirements for stormwater retention.

According to William Carey University, the area to the north of the proposed gym is a designated bird sanctuary. Development could negatively impact this area, but development plans do not include expansion into the area.

Positive Influences:

William Carey University continues to invest in the area. As a result, the overall value of property in the neighborhood should rise. Continued physical expansion will encourage overall expansion and investment at William Carey University, the neighborhood, and local economy.

The proposed project will include 32 employees.

The subject site is located south of the main campus and the established neighborhood to the north. As a result, the project will be less intrusive to the neighborhood.

Letters or Concerns stated:

The Planning Division Office has not received any letters or other written communications relative to this case, as of July 31, 2013.

Comments/ Recommendations:

(Rezoning) William Carey University is zoned R-3 (Multi-Family Residential District) and abuts areas that are primarily zoned R-1A and R-1C (Single-Family Residential District). The University has purchased several lots as it continues to expand. To date, most of the expansion has been either within the existing campus footprint and northward.

Vacant areas have a greater negative impact, as a whole, to the neighborhood than the expansion of William Carey University.

The subject area to be rezoned is vacant timberland (with the exception of the athletic fields). This differs from previous rezonings because the area is not being "redeveloped." Vacant homes or derelict properties are not being reutilized to stabilize the

neighborhood, as in previous cases.

The surrounding properties to the south consist of undeveloped lands and larger lots that front Edwards St. or other streets.

The southern expansion has less of an impact on the neighborhood (whether positive or negative), but it does have more of an environmental impact on the overall area in terms of stormwater runoff, tree canopy loss, traffic increase, and the bird sanctuary.

Because the parcels are to be zoned R-2 (Two-Family Residential) and are located adjacent to similar districts, the rezoning should not be considered "Spot Zonings".

(Use Permit) If the rezoning is approved, a Use Permit can be considered for the parcels.

A Use Permit on review has been used for previous William Carey University expansions.

If William Carey University is not able to utilize the properties, they will likely remain vacant.

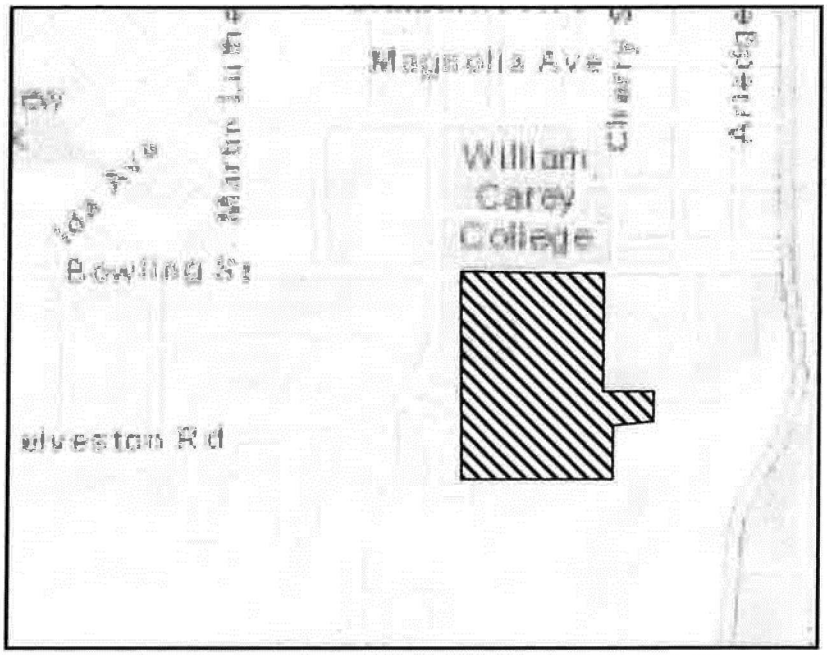
Rezoning to R-2 (Two-Family Residential District) with a Use Permit limits the uses of the site better than a rezoning to a business district. The Planning Commission may impose stipulations or requirements associated with the Use Permit.

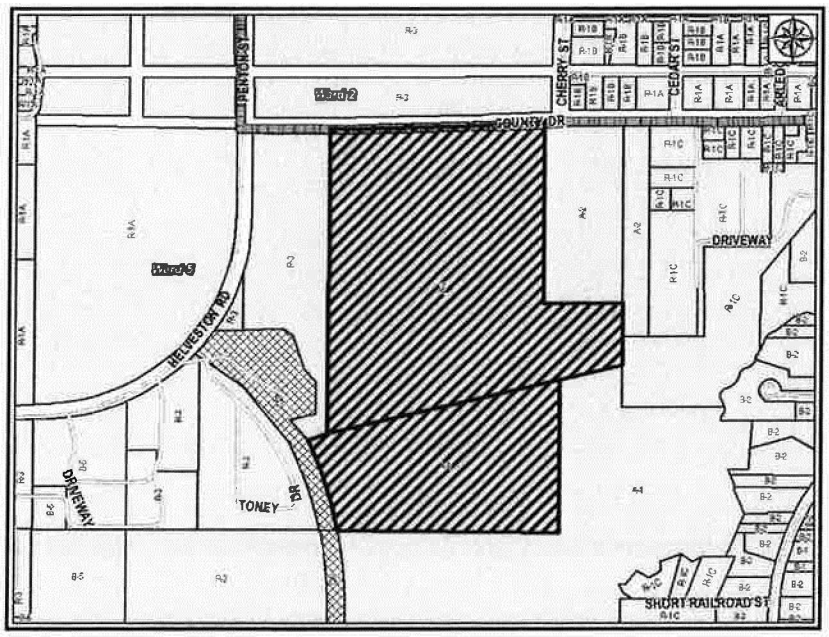
Basis for Approval: Change in neighborhood character based on current expansion efforts of William Carey University and the overall transitional state of the neighborhood. Previous expansions of the athletic fields in this area may also serve as a basis for change in neighborhood character.

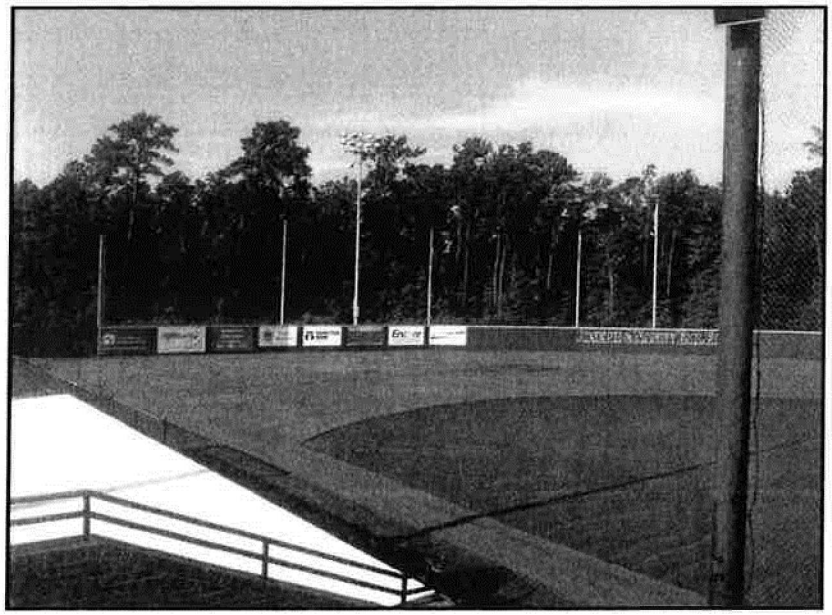
Options:

1. Recommend approval or denial of the request for Rezoning from A-1 (General Agriculture) and A-2 (Agriculture Residential) to R-2 (Two-Family Residential) for the subject parcels 2-038J-22-008.00 (27450) and 2-038J-22-002.00 (31781).

2. If the Planning Commission recommends for an approval of a Rezoning, then the Planning Commission may recommend approval or denial of the request for Use Permit for a "University or College, not business or commercial college" for subject parcels of land.







SUBJECT PARCELS: **ITEM C**

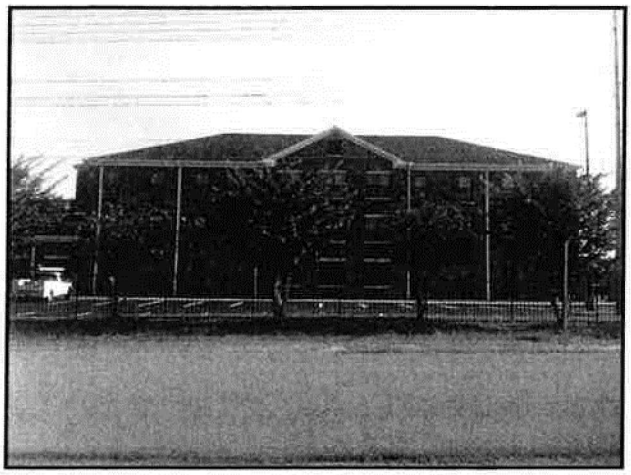
Unaddressed Parcels / William Carey University

The subject parcels are located on the south side of County Road and William Carey University. The parcels are located south of and not within the Unified Neighborhood Association.

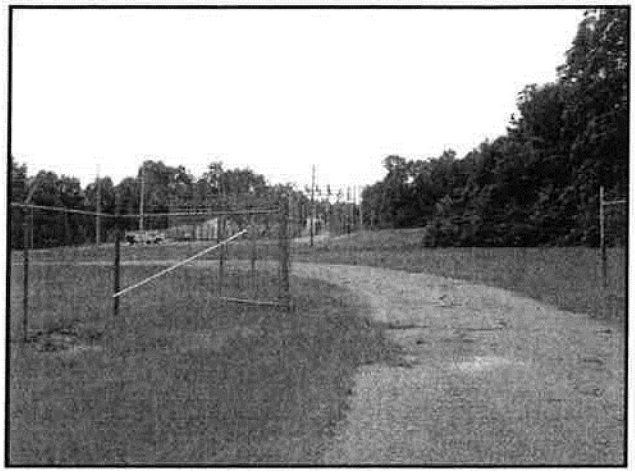
William Carey University has purchased the sites primarily for athletic facilities. Baseball fields are located on the northern portions of the properties (just south of County Road). Further south, plans include a gymnasium and parking. Other athletic fields are planned for the future.

The subject parcels are undeveloped south of the baseball fields. The site is primarily wooded with timber.

SURROUNDING AREA



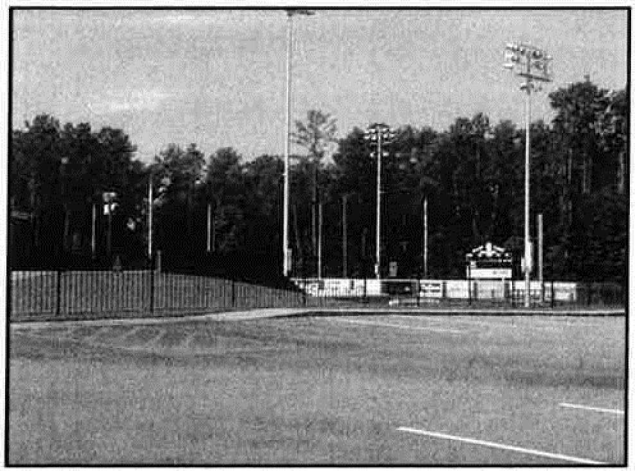
Northern Direction: To north of the site is William Carey University which includes classrooms, dormitories, common areas, recreational facilities, cafeterias, and other accessory uses.



Eastern Direction: To the east of the site is a Power Station Facility.



Western Direction: To west of the site is the Timberton Softball Complex.



Southern Direction: Immediately to the south of the existing ball fields is an A-1 General Agriculture District that is undeveloped timberland.

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 CERTAIN PROPERTIES LOCATED SOUTH OF COUNTY DRIVE AND EAST OF HELVESTON ROAD (Parcels 2-038J-22-008.00 and 2-038J-22-002.00, PPIN'S 27450 and 31781, RESPECTIVELY, WARD 5), FROM A-1 (GENERAL AGRICULTURE) AND A-2 (AGRICULTURE RESIDENTIAL) DISTRICTS TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

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

There is a change in neighborhood character based on current expansion efforts of William Carey University and the overall transitional state of the neighborhood and a public need for investment in the neighborhood and expansion of the local economy.

Said properties are described as follows:

PPIN 027450:
Commence at a found 1/2 inch iron pipe marking the Southwest corner of the

Southwest 1/4. of the Northwest 1/4 of Section 22, Township 4 North, Range 13 West, Forrest County, Mississippi, and run North zero (00) degrees, twenty seven (27) minutes, five (05) seconds West for 789.72 feet;

Thence run South eighty-nine (89) degrees, fifty-two (52) minutes, thirty-two (32) seconds East for 1,326.39 feet to a point on the centerline of the vacated right of way of the undeveloped Penton Road, said point being the Point of Beginning;

Thence run Northwesterly along the arc of a curve to the left and along said centerline for 454.54 feet, said arc having a radius of 1273.24 feet and chord bearing North twenty-two (22) degrees, sixteen (16) minutes, nine (09) seconds West for 452.13 feet;

Thence run North seventy-five (75) degrees, fifty-seven (57) minutes, twenty-eight (28) seconds East for 1235.21 feet;

Thence run South zero (00) degrees, twenty (20) minutes, twenty-three (23) seconds East for 720.37 feet;

Thence run North eighty-nine (89) degrees, fifty-two (52) minutes, thirty-two (32) seconds West for 1031.23 feet back to the Point of Beginning;

Said parcel is part of the Northwest 1/4 of Section 22, Township 4 North, Range 13 West, Hattiesburg, Forrest County, Mississippi and contains 14.73 acres.

PPIN 031781:

A part and parcel of the NW 1/4 of Section 22, Township 4 North, Range 13 West, Forrest County Mississippi, more particularly described as follows:

Commence at the Northeast corner of the NE 1/4 of the SW 1/4 of said Section 22, thence run S00°20'23"E and along the East line of the said NE 1/4 of the NW 1/4 for 850.0 feet to the Point of Beginning; thence continue S00°20'23"E and along the East line of the said NE 1/4 of the NW 1/4 for 272.41 feet; thence run S75°57'28"W for 1501.90 feet to the East right-of-way line of a proposed Public Road; thence run Northwesterly along a curve to the left and along the said East right-of-way line for 402.77 feet, said curve having a central angle of 17° 34'20" and a radius of 1313.24 feet; thence run N49 °36'42"W and along the said East right-of-way line for 209 .10 feet to the East right-of-way line of Helveston Road; thence run Northerly along a curve to the left and along the East right-of-way line of Helveston Road for 630.76 feet, said curve having a central angle of 37°39'42" and a radius of 959.6 feet; thence run N00°26'19"W and along the East right-of-way line of Helveston Road for 437.99 feet to the North line of said Section 22; thence run N89°15 1 0611 E and along the North line of said Section 22 for 1329.95 feet to the Northwest corner of the Mississippi Power Company property; thence run S00° 20'23" E and along the West line of the Mississippi Power Company property for 850.0 feet; thence run N89°15'06" E and along the South line of the Mississippi Power Company property for 350.0 feet to the Point of Beginning; containing 44.5 acres, more or less; together with all improvements thereon and appurtenances thereunto belonging.

Said recommendation was to change the zoning designation from A-1 (General Agriculture) and A-2 (Agriculture Residential) Districts to R-2 (Two-Family Residential) District, filed by Charles Bourland of Landry and Lewis on behalf of William Carey University, owner.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as

amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

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

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member _____ 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., 2013.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2013.

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 3113

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 CERTAIN PROPERTIES LOCATED SOUTH OF COUNTY DRIVE AND EAST OF HELVESTON ROAD (Parcels 2-038J-22-008.00 and 2-038J-22-002.00, PPIN'S 27450 and 31781, RESPECTIVELY, WARD 5), FROM A-1 (GENERAL AGRICULTURE) AND A-2 (AGRICULTURE RESIDENTIAL) DISTRICTS TO R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT.

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

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There is a change in neighborhood character based on current expansion efforts of William Carey University and the overall transitional state of the neighborhood and a public need for investment in the neighborhood and expansion of the local economy.

Said properties are described as follows:

PPIN 027450:
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Southwest 1/4. of the Northwest 1/4 of Section 22, Township 4 North, Range 13 West, Forrest County, Mississippi, and run North zero (00) degrees, twenty seven (27) minutes, five (05) seconds West for 789.72 feet;

Thence run South eighty-nine (89) degrees, fifty-two (52) minutes, thirty-two (32) seconds East for 1,326.39 feet to a point on the centerline of the vacated right of way of the undeveloped Penton Road, said point being the Point of Beginning;

Thence run Northwesterly along the arc of a curve to the left and along said centerline for 454.54 feet, said arc having a radius of 1273.24 feet and chord bearing North twenty-two (22) degrees, sixteen (16) minutes, nine (09) seconds West for 452.13 feet;

Thence run North seventy-five (75) degrees, fifty-seven (57) minutes, twenty-eight (28) seconds East for 1235.21 feet;

Thence run South zero (00) degrees, twenty (20) minutes, twenty-three (23) seconds East for 720.37 feet;

Thence run North eighty-nine (89) degrees, fifty-two (52) minutes, thirty-two (32) seconds West for 1031.23 feet back to the Point of Beginning;

Said parcel is part of the Northwest 1/4 of Section 22, Township 4 North, Range 13 West, Hattiesburg, Forrest County, Mississippi and contains 14.73 acres.

PPIN 031781:

A part and parcel of the NW 1/4 of Section 22, Township 4 North, Range 13 West, Forrest County Mississippi, more particularly described as follows:

Commence at the Northeast corner of the NE 1/4 of the SW 1/4 of said Section 22, thence run S00°20'23"E and along the East line of the said NE 1/4 of the NW 1/4 for 850.0 feet to the Point of Beginning; thence continue S00°20'23"E and along the East line of the said NE 1/4 of the NW 1/4 for 272.41 feet; thence run S75°57'28"W for 1501.90 feet to the East right-of-way line of a proposed Public Road; thence run Northwesterly along a curve to the left and along the said East right-of-way line for 402.77 feet, said curve having a central angle of 17° 34'20" and a radius of 1313.24 feet; thence run N49 °36'42"W and along the said East right-of-way line for 209 .10 feet to the East right-of-way line of Helveston Road; thence run Northerly along a curve to the left and along the East right-of-way line of Helveston Road for 630.76 feet, said curve having a central angle of 37°39'42" and a radius of 959.6 feet; thence run N00°26'19"W and along the East right-of-way line of Helveston Road for 437.99 feet to the North line of said Section 22; thence run N89°15 1 0611 E and along the North line of said Section 22 for 1329.95 feet to the Northwest corner of the Mississippi Power Company property; thence run S00° 20'23" E and along the West line of the Mississippi Power Company property for 850.0 feet; thence run N89°15'06" E and along the South line of the Mississippi Power Company property for 350.0 feet to the Point of Beginning; containing 44.5 acres, more or less; together with all improvements thereon and appurtenances thereunto belonging.

Said recommendation was to change the zoning designation from A-1 (General Agriculture) and A-2 (Agriculture Residential) Districts to R-2 (Two-Family Residential) District, filed by Charles Bourland of Landry and Lewis on behalf of William Carey University, owner.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as

amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

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

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Delgado seconded by Council member Carroll 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 20th day of August A.D., 2013.

(S E A L)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 20th day of August A.D., 2013.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2013-0504

File ID: 2013-0504 **Type:** Regular Agenda Item **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 08/13/2013

Brief Title: 1017 Richburg Road - Tom Marzoni/Subdivision Lot Split **Final Action:** 08/20/2013

Minute Book Number: MB2013-234

Title:

APPROVE or DENY the petition filed by Tom Marzoni, applicant, to subdivide a property located at 1017 Richburg Road (Parcel # 2-040D-30-082.00, PPIN # 7000, Ward 3); Hattiesburg Planning Commission recommended to APPROVE on August 7, 2013.

Notes:

Sponsors: **Enactment Date:**

Attachments: August mins, 1017 Richburg Road packet.pdf **Enactment Number:**

Contact: **Meeting Date:**

Drafter: Tamika Paige **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to APPROVE the petition filed by Tom Marzoni, applicant, to subdivide a property located at 1017 Richburg Road (Parcel # 2-040D-30-082.00, PPIN # 7000, Ward 3); Hattiesburg Planning Commission recommended to APPROVE on August 7, 2013.

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 2013-0504

Title

APPROVE or DENY the petition filed by Tom Marzoni, applicant, to subdivide a property located at 1017 Richburg Road (Parcel # 2-040D-30-082.00, PPIN # 7000, Ward 3); Hattiesburg Planning Commission recommended to APPROVE on August 7, 2013.

Summary

1017 Richburg Road -Tom Marzoni/Subdivision Lot Split

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MINUTES

OF THE

REGULAR MEETING

OF THE

HATTIESBURG PLANNING COMMISSION

August 7, 2013

The Hattiesburg Planning Commission did meet in a regular session on August 7, 2013 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Joe White, Vice-Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Richard Conville, Chairman
Joseph White, Vice-Chairman
John Blanks
Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners Absent: Don McClesky
Linda McMurtrey
Robin Roberts
Jessie Wilson

Also Present: Pattie Brantley, Director of Urban Development
Donovan Scruggs, Planning Manager
Ginger Maddox, Planner

Joseph White, Vice-Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:00 P.M.

INVOCATION Annie Pope.

AGENDA REVIEW

There came the matter of the August 2013 Agenda. A request was made by Commissioner White for a motion to Approve or Deny the August 2013 Agenda. A motion was made by Commissioner Corts to Approve the August 2013 Agenda as presented and Seconded by Commissioner Horton.

Commissioners voting aye: John Blanks
Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the July 3, 2013 minutes. A motion was made by Commissioner Corts and seconded by Commissioner Blanks to approve the minutes as presented.

Commissioners voting aye: John Blanks

Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

ENGINEERING REPORT

There came the matter of the Engineering Report. No report was submitted.

BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. A report was submitted by Bill Rodgers detailing construction activities over the last 30 days.

PLANNING REPORT

There came the matter of the Planning Report. Planning Manager, Donovan Scruggs, informed the Commission of procedural changes for voting during Commission meeting. Donovan Scruggs introduced Ginger Maddox, Planner, to the commission, who recently came to work in the department. He indicated she has worked with Forrest County in the past and had attended undergraduate school at USM.

CHAIRMAN REPORT

There came the matter of the Chairman's Report. No report was submitted.

Commissioner Conville entered the meeting.

PUBLIC HEARING

Commissioner White declared the Public Hearing open at 1:10 P.M. and explained the rules and procedures of the hearing.

There came the matter of Item A, Gulf Coast Housing Partnership, Petitioner, on behalf of, Beverly Drive In Corp, Owner, to change the zoning classification of a certain property located on the North side of Old Airport Road and East of Edwards Street (Parcels: 041H-27-012.00 & 041G-27-017.00, PPINs 027682 & 029647, Ward 5) from B-3 (Community Business District) to a Planned Unit Development (PUD). The recommendation included the stipulation that construction shall be limited to Phase 1 as documented and detailed in architectural plans with no more than 76 residential units for senior/retiree residential dwellings. Additional phases will be considered by Planning Commission when submitted.

	Name	Address	City/State
Presented by:	Victoria Welch	Gulf Coast Housing Partnership	
Proponents:	None		
Opponents:	None		

Commissioner White declared the Public Hearing closed and the Business Meeting open to vote on the request. John Blanks made a motion to approve Item A based on the reason that there is a public need to encourage increased vitality and economic development in an area that has declined in activity in recent years. The motion was seconded by Eric Martin. The vote to approve the zoning change is detailed below:

Commissioners voting aye: John Blanks
Judy Corts
Peggy Horton
Eric Martin
Richard Conville
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B, The matter of the petition has been filed by Mike Sarona, Petitioner, on behalf of, Yogesh Patel, Owner, to request a front yard setback variance of ten (10) feet of the requirements of Article 3, Section 60.04 (1) and to request a height variance of the requirements of Article 3, Section 60.04 (7) for a four-story structure to allow a height of seventy-two (72) feet as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, for certain property located at 109 Lundy Lane (Parcel: 051J-12-017.000, PPIN: 16577, Ward 3).

	Name	Address	City/State
Presented by:	Mike Sarona, representing LaQuinta		
Proponents:	None		
Opponents:	None		

Commissioner White declared the Public Hearing closed and the Business Meeting open to vote on the request. Judy Corts made a motion to approve Item B based on the reason that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district. The motion was seconded by Annie Pope. The vote to approve the variance is detailed below:

Commissioners voting aye: Richard Conville
John Blanks
Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item C (1), There came the matter of the petition has been filed by Charles Bourland of Landry and Lewis Architects, Petitioner, on behalf of, William Carey University, Owner, to change the zoning classification of certain properties located at (Parcels: 54-1040-4 & 165D-10113-52, PPINs: 027450 & 031781, respectively, Ward 5) from (PPIN 027450) A-1 (General Agriculture District) and (PPIN 031781) A-2 (Agricultural Residential District) to R-2 (Two-Family Residential).

	Name	Address	City/State
Presented by:	Charles Bourland	Landry and Lewis	Hattiesburg, MS
Proponents:	None		
Opponents:	None		

Commissioner White declared the Public Hearing closed and the Business Meeting open to vote on the request. Richard Conville made a motion to approve Item C (1) based on the reason that there is change in neighborhood character based on current expansion efforts of William Carey University and the overall transitional state of the neighborhood. Previous expansions of the athletic fields in the area may also serve as a basis for change in neighborhood character. The motion was seconded by Peggy Horton. The vote to approve the zoning change is detailed below:

Commissioners voting aye: John Blanks
Richard Conville
Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item C (2), There came the matter of the petition has been filed by Charles Bourland of Landry and Lewis Architects, Petitioner, on behalf of, William Carey University, Owner, to grant a Use Permit Upon Review as detailed in Article 4, Section 55.03 (8), which states that a Use Permit for a "University or College, not business or commercial college" may be permitted upon review.

	Name	Company	City/State
Presented by:	Charles Bourland	Landry and Lewis	Hattiesburg, MS
Proponents:	None		
Opponents:	None		

Commissioner White declared the Public Hearing closed and the Business Meeting open to vote on the request. Judy Corts made a motion to approve Item C (2) based on the public need for the proposed use, as opposed to the private interest of an individual. The motion was seconded by Annie Pope. The vote to approve the Use Permit Upon Review is detailed below:

Commissioners voting aye: John Blanks
Richard Conville

Judy Corts
Peggy Horton
Eric Martin
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

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

_____
Joe White, Vice- Chairman

_____
Donovan Scruggs, Planning Manager

Planning Commission
Case Fact Sheet

Names of Applicant:	Tom Marzoni		
Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
1017 Richburg Rd.	2-040D-30-082.00	(7000)	3

Request: Subdivision Lot Split

Purpose of Request: To consider an application for a **Subdivision Lot Split** for the parcel at 1017 Richburg Road.

Applicant Summary: Desires to split lot to convey to a family member.

Applicable Regulations: **SECTION 10 PLAT REQUIRED**

10.01 Any person desiring to subdivide any land within the corporate limits of the City of Hattiesburg, Mississippi, shall comply with the requirements as set forth in this Code and the Mississippi Statutes.

10.02 The provisions of the Code shall apply to the following terms of land subdivision:

1. The division of land into two (2) or more lots, tracts, sites or parcels; or

Present Zoning: R1-A Single Family Residential

Present Use: Residential

Surrounding Land Use and Zoning:

North: A-1 General Agriculture District / Residential
South: R1-A Single Family Residential / Residential
East: R1-A Single Family Residential / Agriculture
West: R1-A Single Family Residential / Residential

Future Land Use Plan:

The subject parcels are shown in the 2008 Future Land Use Map as part of a large **Neighborhood Conservation District 2** which is described as follows:

District Overview: This Neighborhood Conservation District is primarily a residential district located in conventional subdivisions. In this district, large tracts of land were platted as single family residential neighborhoods. Other than schools and churches, non-residential land uses are not typically found in these districts.

District Characteristics: The characteristics of this district included the following low-density or moderate-density single family residences; building lots with front and side yards with standard depths; and a lower overall density of development than downtown or historic neighborhoods.

District Land Uses: The following land uses should be found in this district: single family residential uses; public and quasi-public uses, such as churches and schools; small neighborhood parks and tot lots.

Most Nearly Bounded By (streets):

The area containing these parcels is bounded to the North by Richburg Road, to the South by Woodhaven Circle, to the West by Woodhaven Circle, and to the East by Woodhaven Circle.

Adverse Influences:

There are no obvious adverse impacts.

Positive Influences:

Additional residential growth that is consistent with the surrounding properties.

Letters or Concerns stated:

The Planning Division Office has not received any letters or other written communications relative to this case, as of June 14, 2013.

Comments/ Recommendations:

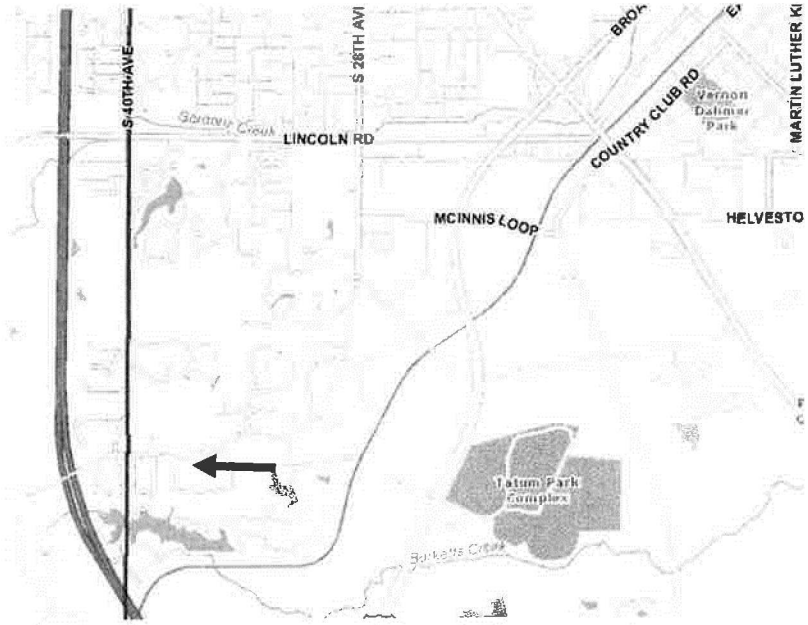
The Site Plan Review Committee reviewed the request and considered it compliant with the Land Development Code.

The parcel lot is approximately 174,240 square feet (4 acres) and the proposed parcels are 3.28 acres and .72 acres.

City utilities are available to the site.

Basis for Approval:

The proposed lot split is consistent with or exceeds the requirements or the Land Development Code.







SUBJECT PARCEL:

1017 Richburg Road/ Subdivision Lot Split

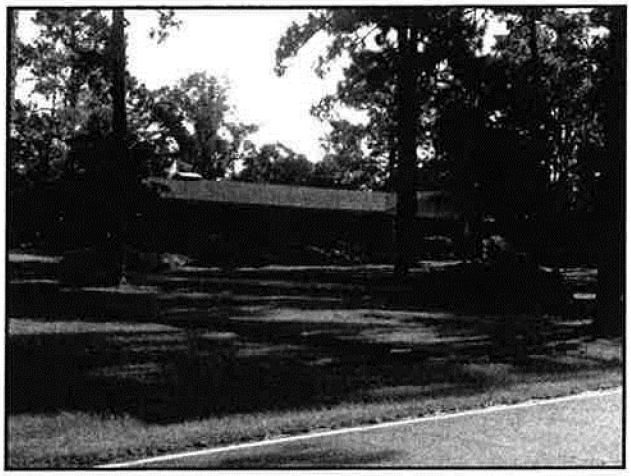
The Subject Site is located on the southeast corner of the intersection of Richburg Road and Woodhaven Circle on the western leg of Woodhaven Circle. The parcel is zoned R-1A..

A Subdivision Lot Split is requested for this application. If approved, the new lot will be located in the southwest corner of the existing lot.

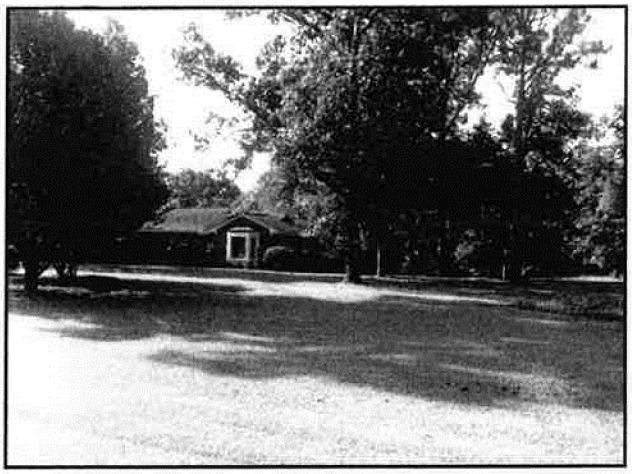
This portion of the property is currently vacant. If permitted the additional residential growth will be consistent with the surrounding properties.

.

SURROUNDING AREA



Northern Direction: North of the site include a residential area.



Eastern Direction: East of the site is a residential area.



Western Direction: West of the site is a wooded area.

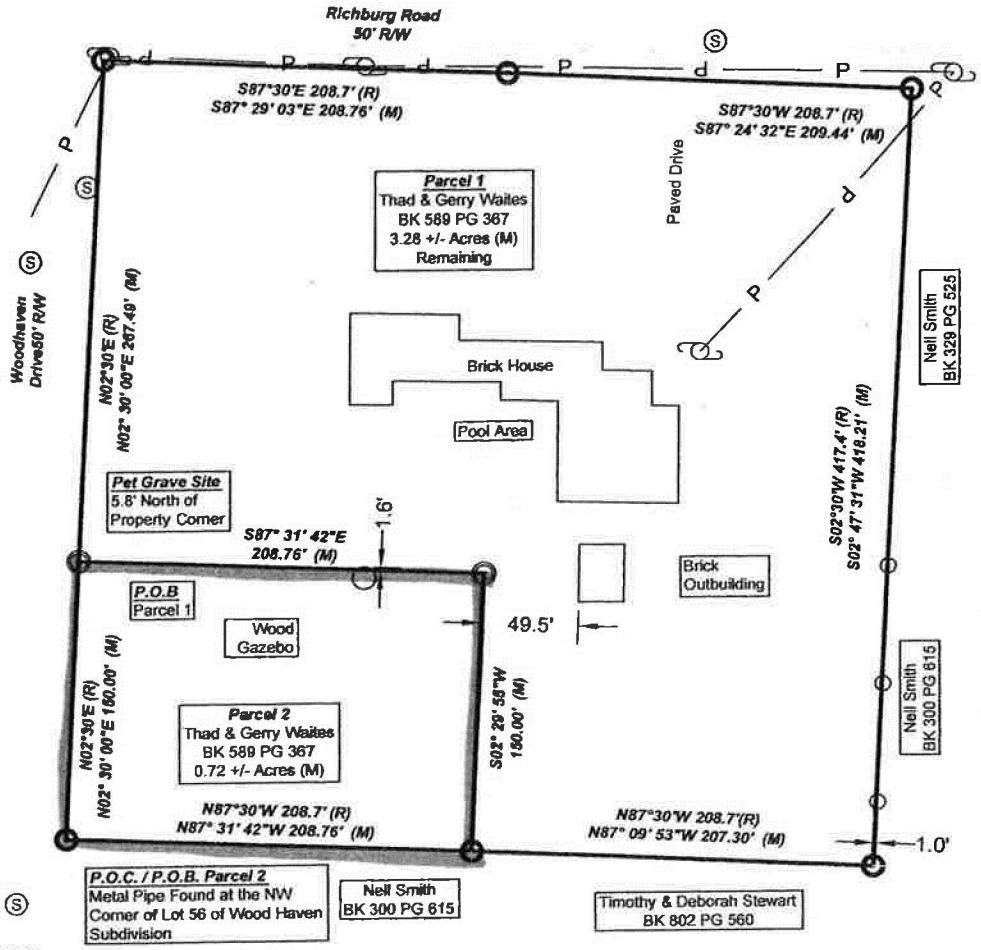


Southern Direction: Immediately to the south of the site is a wooded area.

SITE-7-13-409

PROJECT NUMBER:
Thad Waits property
1710 Richburg ROAD
Presented by: Tom Marzoni

Site Plan Review Meeting 7/11/13
ORIGINAL COPY



DATE OF FIELD SURVEY:
06-04-13

SWORN CHAIN CARRIERS:
D. BURGE

FIELD BOOK:
LMS # 18

NOTE:
ALL BEARINGS SHOWN ON THIS PLAT ARE REFERENCED AND BASED ON FOUND MONUMENTS ON THE WEST PROPERTY LINE .

NO RECORD SEARCH FOR EASEMENTS WAS CONDUCTED.

THE NORTH & WEST PROPERTY LINES ARE SUBJECT TO ROAD RIGHT-OF-WAY.

ALL DISTANCES SHOWN ON THIS PLAT ARE IN U. S. SURVEY FEET.

REFERENCE MATERIAL:
BK 589 PG 367
BK 329 PG 525
BK 300 PG 615
BK 802 PG 560
BK 405 PG 141

WOOD HAVEN
SUBDIVISION PLAT

DIGITAL ORTHO PHOTO QUADS
COUNTY OWNERSHIP MAPS
COUNTY TAX MAPS
USGS QUADS
AERIAL PHOTOS

N

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch =80 ft.

LEGEND

	CHAIN LINK FENCE
P	OVERHEAD POWER LINE
	ADJACENT PROPERTY LINE
	EXISTING EDGE-OF-PAVEMENT
	RIGHT-OF-WAY LINE
	PROPERTY LINE
	1/2" X 18" IRON PIN SET
	METAL PIPE FOUND
	POWER POLE
S	SEWER MANHOLE / STUB OUT
(R)	RECORD
(M)	MEASURED

N W E S

I certify that the information on this plat is thorough and accurate to the best of my knowledge and belief.

VERNON D. BURGE
REGISTERED PROFESSIONAL
LAND SURVEYOR
PLS-12913
7/7/13
STATE OF MISSISSIPPI

VERNON D. BURGE, P.L.S.

LAND MANAGEMENT SERVICES
& MAPPING, LLC
71 Rock Road
Hattiesburg, MS 39401
601-543-6575

SURVEY FOR:

GERRY WAITES

PART OF THE NW 1/4 OF THE NW 1/4 OF
SECTION 30, T4N, R13W
FORREST COUNTY, MISSISSIPPI

* * * * *

Project No.:	Scale:	Class Survey:
1179S001	1"=80'	C
Date:	**Drawn By:**	**Checked By:**
06-07-13	D. BURGE	D. BURGE

City of Hattiesburg, MS

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

Master

File Number: 2013-0510

File ID: 2013-0510 **Type:** Regular Agenda Item **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 08/13/2013

Brief Title: Approve Supplemental Agreement No. 7 with ARE Consultants, Inc. for the preparation of a Long Term Capital Improvement Plan for the Chain Airport.

Final Action: 08/20/2013

Minute Book Number: MB2013-234

Title:

Approve Supplemental Agreement No. 7 with ARE Consultants, Inc. for the preparation of a Long Term Capital Improvement Plan for the Bobby L. Chain Municipal Airport; Authorize Mayor to execute same.

Notes:

Sponsors:

Enactment Date:

Attachments: Supplemental Agreement No. 7-letter, Supplemental Agreement No. 7, executed Supplemental Agreement No. 7

Enactment Number:

Contact:

Meeting Date: 08/20/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Approve Supplemental Agreement No. 7 with ARE Consultants, Inc. for the preparation of a Long Term Capital Improvement Plan for the Bobby L. Chain Municipal Airport; Authorize Mayor to execute 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

ΓEL-No Vote: 0

Text of Legislative File 2013-0510

Title

Approve Supplemental Agreement No. 7 with ARE Consultants, Inc. for the preparation of a Long Term Capital Improvement Plan for the Bobby L. Chain Municipal Airport; Authorize Mayor to execute same.

Summary

Approve Supplemental Agreement No. 7 with ARE Consultants, Inc. for the preparation of a Long Term Capital Improvement Plan for the Bobby L. Chain Municipal Airport; Authorize Mayor to execute same.

Budget Information

039551.7295.02

Expenditure Type

Regular Budget

Purchasing Item

Publication Information

ARE CONSULTANTS, INC.

August 12, 2013

Mr. Bert Kuyrkendall
Director of Engineering
City of Hattiesburg
212 W. Front Street
Hattiesburg, MS 39401

Subject: Bobby L. Chain (HGB) Municipal Airport
Supplemental Agreement No. 7
Long Term Capital Improvement Plan

Dear Mr. Kuyrkendall,

Our contract is for providing engineering services to forecast and estimate the costs of the long term capital improvements. The responsibilities detailed in the contract include providing scheduled information and a time line beyond five years, up to twenty years. Charges for these services will be reimbursed by the FAA grants.

Please contact us if you require additional information.

Sincerely,

W. Sherwood Bailey Jr.
ARE Consultants, Inc.

1216 S. Morrison, Suite 5 ° Hammond, LA 70403
800 Spring Street, Suite 214 ° Shreveport, LA 71101
Phone (318) 222-8252 ° Fax (318) 222-8251

Supplemental Agreement No. 7
Engineering Services
for
Long Term Capital Improvement Plan
Associated with
Runway 31 Drainage and Safety Area Improvements

Hattiesburg-Bobby L. Chain Municipal Airport

for the

City of Hattiesburg
Forrest County, Mississippi

Submitted by:

ARE Consultants, Inc.
800 Spring Street, Suite 214
Shreveport, LA 71101

August, 2013

Supplemental Agreement No.7
Engineering Services
for
Long Term Capital Improvement Plan
Associated with
Runway 31 Drainage and Safety Area Improvements
Hattiesburg-Bobby L. Chain Municipal Airport

This Supplemental Agreement, made and entered into this _____ day of August, 2013, by and between the City of Hattiesburg, hereinafter called the OWNER, acting by and through the Hattiesburg City Council, hereinafter called the HCC, who is duly authorized to act for and in behalf of said Owner, and ARE Consultants, Inc., hereinafter called the ENGINEER.

WITNESSETH : That;
WHEREAS, the Owner, in May 2011, in concert with the Mississippi Department of Transportation and Development (DoTD), and the Engineer entered into a contract to prepare plans and specifications for Runway 13 Drainage and Safety Area Improvements - Bobby L. Chain Airport hereinafter called the Project, in accordance with guidelines established by the Federal Aviation Administration, hereinafter called FAA; and

WHEREAS, the Owner, with the approval of the DoTD, desires to produce a long term Capital Improvement Plan (CIP) beyond the requirements in the Airport Layout Plan Supplemental Agreement No. 2, dated April,2012 ; and

WHEREAS, the Engineer is agreeable to undertaking the services under conditions and for fees satisfactory to the Owner and DoTD;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

EMPLOYMENT OF ENGINEER

The Owner agrees to employ the Engineer and the Engineer agrees to perform engineering, field research, and related administrative services, as more particularly described in the sections to follow, in connection with the Project, and in consideration for having rendered such services, the Owner agrees to pay the Engineer compensation as stated in the sections to follow. The specific services are detailed in attached exhibit "B".

The Engineer agrees to proceed upon written authorization by the Owner and DoTD, with the services, in proper sequence and in the times specified for the Project as hereinafter set forth.

Contract Time:

The services to be performed under this Supplemental Agreement shall be commenced promptly upon written notice from the owner to proceed and shall be completed within 75 days. The term of this contract may be mutually extended in writing by the parties to this contract for changes to scope.

Compensation:

Compensation to the Engineer for services rendered for this Supplemental Agreement for the long range CIP will be made on the basis of a lump sum fee.

The total lump sum fee that will be paid to the Engineer under the terms of this Supplemental Agreement is **$18,700.00** payable in monthly installments as specified under "Payment."

Payment:

Payments to the Engineer for services rendered will be made monthly based on a certified invoice directly proportional to the percentage of completion of work as shown in the monthly progress schedule. The monthly progress schedule shall show in detail the status of the work, shall be subdivided into appropriate Phases with estimate percentages for each Phase, and shall be a form and with a division of items as approved by the DoTD, The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 61 of the Federal Acquisition Regulation (FAR) as appropriate.

Notice to Proceed:

The Engineer shall proceed with the services specified in this Supplemental Agreement after execution of the agreement .

Original Contract:

All the requirements of the aforesaid contract of May , 2011, except as specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

A R E Consultants, Inc.

Witness for First Party

W. Sherwood Bailey, Jr.
Title: President

Witness for First Party

72-1145432
Federal Identification Number

City of Hattiesburg

Witness for Second Party

Mayor Johnny L. DuPree

Witness for Second Party

Supplemental Agreement No.7
Engineering Services
for
Long Term Capital Improvement Plan
Associated with
Runway 31 Drainage and Safety Area Improvements

Hattiesburg-Bobby L. Chain Municipal Airport

EXHIBIT A
Contractor Contractual Requirements
Title VI Assurances

During the performance of this contract, the contractor, for himself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access

to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA)to be pertinent to as certain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to —

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor of the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Minority Business Enterprise (MBE) Assurances

1. **Policy.** It is the policy of the Department of Transportation (DOT) that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR 23 apply to this agreement.

2. **MBE Obligation.** The contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Supplemental Agreement No.7
Engineering Services
for
Long Term Capital Improvement Plan
Associated with
Runway 31 Drainage and Safety Area Improvements

Hattiesburg-Bobby L. Chain Municipal Airport

EXHIBIT B
Detailed Scope of Services

This is an Exhibit modification attached to and made a part of the Engineering Services Agreement made on May , 2011, between the City of Hattiesburg and ARE Consultants, Inc. providing for professional engineering services. The Basic Services are amended and supplemented as indicated below:

1. **Paragraph 3.1.2.** According to Article 4 (Special Services) Paragraph, completion of additional services include:

a. Preparation of a Capital Improvement Plan

1.Estimate the probable long term costs(beyond five years) based on the airport layout plan.
2. Provide ten(10), fifteen(15) and twenty(20) forecasts.
3. Provide schedules and summary tables.

ARE[SM]
CONSULTANTS, INC.

August 12, 2013

Mr. Bert Kuyrkendall
Director of Engineering
City of Hattiesburg
212 W. Front Street
Hattiesburg, MS 39401

Subject: Bobby L. Chain (HGB) Municipal Airport
Supplemental Agreement No. 7
Long Term Capital Improvement Plan

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Sincerely,

W. Sherwood Bailey Jr.
ARE Consultants, Inc.

1216 S. Morrison, Suite 5 ° Hammond, LA 70403
800 Spring Street, Suite 214 ° Shreveport, LA 71101
Phone (318) 222-8252 ° Fax (318) 222-8251

Supplemental Agreement No. 7
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Hattiesburg-Bobby L. Chain Municipal Airport

for the

City of Hattiesburg
Forrest County, Mississippi

Submitted by:

ARE Consultants, Inc.
800 Spring Street, Suite 214
Shreveport, LA 71101

August, 2013

Supplemental Agreement No.7
Engineering Services
for
Long Term Capital Improvement Plan
Associated with
Runway 31 Drainage and Safety Area Improvements
Hattiesburg-Bobby L. Chain Municipal Airport

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WITNESSETH : That;
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WHEREAS, the Owner, with the approval of the DoTD, desires to produce a long term Capital Improvement Plan (CIP) beyond the requirements in the Airport Layout Plan Supplemental Agreement No. 2, dated April,2012 ; and

WHEREAS, the Engineer is agreeable to undertaking the services under conditions and for fees satisfactory to the Owner and DoTD;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

EMPLOYMENT OF ENGINEER

The Owner agrees to employ the Engineer and the Engineer agrees to perform engineering, field research, and related administrative services, as more particularly described in the sections to follow, in connection with the Project, and in consideration for having rendered such services, the Owner agrees to pay the Engineer compensation as stated in the sections to follow. The specific services are detailed in attached exhibit "B".

The Engineer agrees to proceed upon written authorization by the Owner and DoTD, with the services, in proper sequence and in the times specified for the Project as hereinafter set forth.

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Notice to Proceed:

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Original Contract:

All the requirements of the aforesaid contract of May , 2011, except as specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

A R E Consultants, Inc.

Witness for First Party

W. Sherwood Bailey, Jr.
Title: President

Witness for First Party

72-1145432
Federal Identification Number

City of Hattiesburg

Witness for Second Party

Mayor Johnny L. DuPree

Witness for Second Party

Supplemental Agreement No.7
Engineering Services
for
Long Term Capital Improvement Plan
Associated with
Runway 31 Drainage and Safety Area Improvements

Hattiesburg-Bobby L. Chain Municipal Airport

EXHIBIT A
Contractor Contractual Requirements
Title VI Assurances

During the performance of this contract, the contractor, for himself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access

to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA)to be pertinent to as certain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to —

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor of the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Minority Business Enterprise (MBE) Assurances

1. **Policy.** It is the policy of the Department of Transportation (DOT) that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR 23 apply to this agreement.

2. **MBE Obligation.** The contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Supplemental Agreement No.7
Engineering Services
for
Long Term Capital Improvement Plan
Associated with
Runway 31 Drainage and Safety Area Improvements

Hattiesburg-Bobby L. Chain Municipal Airport

EXHIBIT B
Detailed Scope of Services

This is an Exhibit modification attached to and made a part of the Engineering Services Agreement made on May , 2011, between the City of Hattiesburg and ARE Consultants, Inc. providing for professional engineering services. The Basic Services are amended and supplemented as indicated below:

1. **Paragraph 3.1.2.** According to Article 4 (Special Services) Paragraph, completion of additional services include:

a. Preparation of a Capital Improvement Plan

1.Estimate the probable long term costs(beyond five years) based on the airport layout plan.
2. Provide ten(10), fifteen(15) and twenty(20) forecasts.
3. Provide schedules and summary tables.

City of Hattiesburg, MS

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

Master

File Number: 2013-0513

File ID: 2013-0513 **Type:** Regular Agenda Item **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 08/13/2013

Brief Title: Approve purchase of a Permanent Right of Way from D. J. Shuttle and Tours, Inc. for the Dowtown Traffic Improvements Project.

Final Action: 08/20/2013

Minute Book Number: MB2013-234

Title:

Approve purchase of a Permanent Right of Way from D. J. Shuttle and Tours, Inc. for a portion of Forrest County Tax Parcel No. 2-029J-10-160.00 as required for the Dowtown Traffic Improvements Project; Authorize issuance of manual check to attorney's trust account for closing.

Notes:

Sponsors: **Enactment Date:**

Attachments: DJ Shuttle Executed Deeds_Warranty Deed **Enactment Number:**

Contact: **Meeting Date:** 08/20/2013

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Approve purchase of a Permanent Right of Way from D. J. Shuttle and Tours, Inc. for a portion of Forrest County Tax Parcel No. 2-029J-10-160.00 as required for the Downtown Traffic Improvements Project; Authorize issuance of manual check to attorney's trust account for closing.

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 2013-0513

Title

Approve purchase of a Permanent Right of Way from D. J. Shuttle and Tours, Inc. for a portion of Forrest County Tax Parcel No. 2-029J-10-160.00 as required for the Dowtown Traffic Improvements Project; Authorize issuance of manual check to attorney's trust account for closing.

Summary

Approve purchase of a Permanent Right of Way from D. J. Shuttle and Tours, Inc. for the Dowtown Traffic Improvements Project.

Budget Information

072201.7000

Expenditure Type

Regular Budget item

Purchasing Item

Publication Information

Prepared by and Return to:
Robert T. Jackson, Jr.
Jackson & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

The City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403
Phone: 601-545-4540

Grantor Address:

D. J. Shuttle and Tours, Incorporated
101 Hardy Street
Hattiesburg, MS 39401
Phone: 601-299-0918

WARRANTY DEED

INDEXING INSTRUCTIONS:

Lots 1 & 2 of Block 1 of the J. F. Long Subdivision of Block 173 of D. H. McInnis First Survey and a part of the West ½ of vacated Brunie Street

Initial _____

County Parcel No. 2-029J-10-160.00

Downtown Hardy Street Improvements

FOR AND IN CONSIDERATION of Five Thousand Five Hundred Eight and 00/100 Dollars (**$5,508**) the receipt and sufficiency of which is hereby acknowledged, the undersigned, does hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, the following described land:

A part of Lots 1 & 2 of Block 1 of the J. F. Long Subdivision of Block 173 of D. H. McInnis First Survey and a part of the West ½ of vacated Brunie Street, all in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows: Commencing at a Chiseled 'X' in Concrete representing the Intersection of the Existing Northern Right of Way Line of Hardy Street, a public roadway, and the Existing Eastern Right of Way Line of McLeod Street, a public roadway, also being the Southwest Corner of said Block 173; thence run S89°44'38"E along said Existing Northern Right of Way Line for 100.24 feet to an Iron Pin representing the Southwest Corner of said Block 1, thence continue S89°44'38"E along said Existing Northern Right of Way Line for 217.93 feet to a Chiseled 'X' in Concrete representing the Southwest Corner of the Grantor's Property, thence continue S89°44'38"E along said Existing Northern Right of Way Line for 24.61 feet to a Point on the Proposed Northern Right of Way Line of said Hardy Street and the Point of Beginning; thence run N77°47'29"E along said Proposed Northern Right of Way Line for 43.45 feet, thence run N69°53'26"E along said Proposed Northern Right of Way Line for 36.37 feet, thence run N72°03'19"E along said Proposed Northern Right of Way Line for 8.23 feet to a Point on the Centerline of said vacated Brunie Street and the East Line of the Grantor's Property, thence run S00°02'17"E along said East Line for 24.61 feet to a Chiseled 'X' in Concrete representing the Southeast Corner of the Grantor's Property and a Point on said Existing Northern Right of Way Line, thence run N89°44'38"W along said Existing Northern Right of Way Line for 84.47 feet to the Point of Beginning, comprising 0.02 Acres (918 Square Feet), more or less.

It is the intent of this description to convey that portion of grantors property lying within the proposed right-of-way of the right of way project.

The grantor herein further warrants that the above described property is no part of his/her homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantor on this, the 6 day of August, A.D., 2013.

D. J. Shuttle and Tours, Incorporated, a Mississippi Corporation

Signature: John Williams

Print Name: JOHN WILLIAMS

Title: President

Date: August 6, 2013

Initial J.W.

County Parcel No. 2-029J-10-160.00 **Downtown Hardy Street Improvements**

STATE OF MISSISSIPPI
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6 day of August, 2013, within my jurisdiction, the within named John Williams who acknowledged that (he) (she) is President of D. J. SHUTTLE AND TOURS, INCORPORATED, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

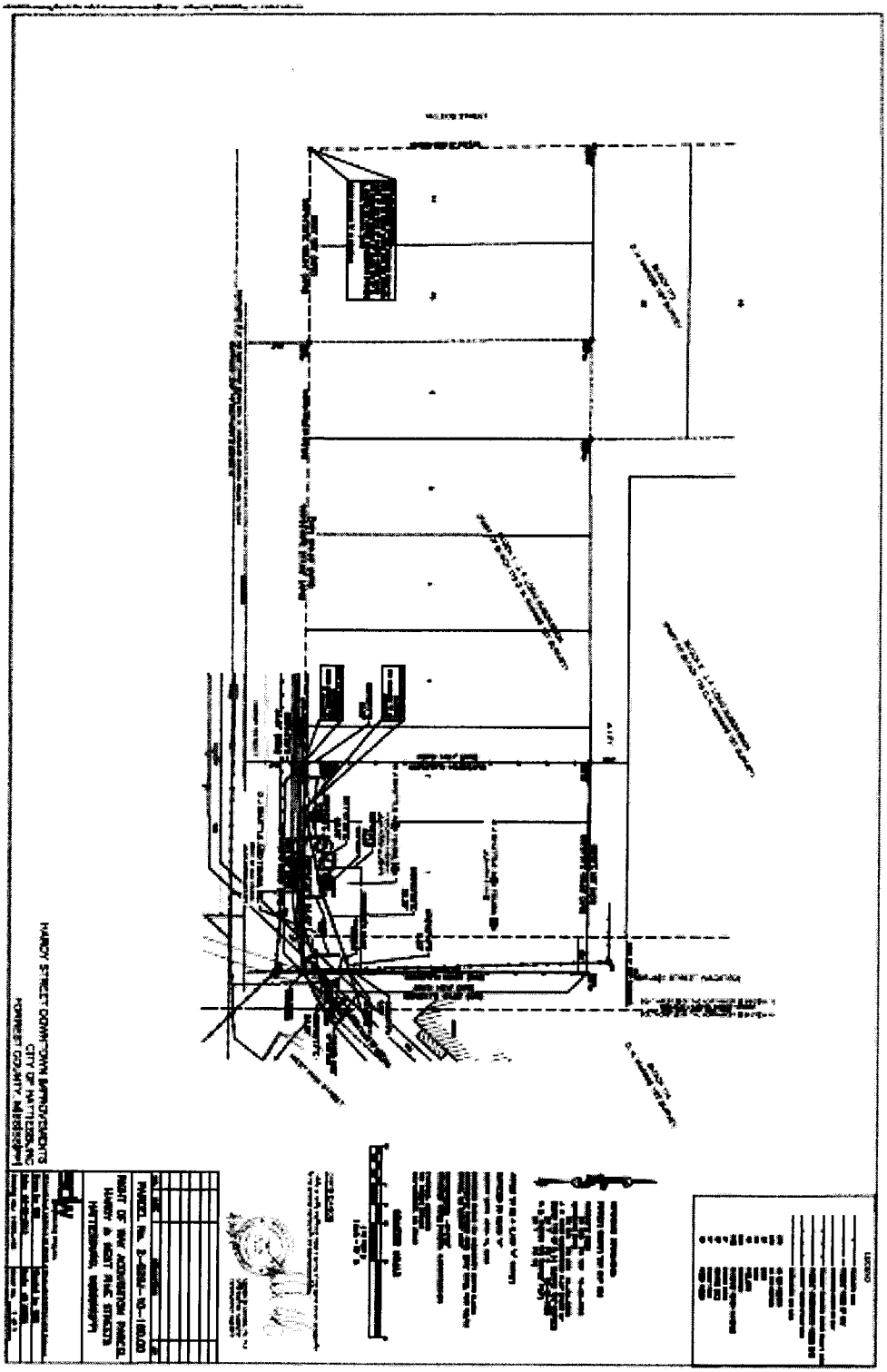
My Commission Expires:

STATE OF MISSISSIPPI NOTARY PUBLIC MICHELLE M. ROBINSON ID # 64056 Commission Expires Sept. 17, 2017 LAMAR COUNTY

Initial J.W.

County Parcel No. 2-029J-10-160.00 **Downtown Hardy Street Improvements**

EXHIBIT "A"



Initial _____

County Parcel No. 2-029J-10-160.00 **Downtown Hardy Street Improvements**

City of Hattiesburg, MS

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

Master

File Number: 2013-0481

File ID: 2013-0481 **Type:** Regular Agenda Item **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 08/05/2013

Brief Title: Approve purchase of a Temporary Construction Easement from the University of Southern Mississippi for the Longleaf Trace - Gateway to Main project; Authorize payment in the amount of $271.00

Final Action: 08/20/2013

Minute Book Number: MB2013-234-235

Title:

Approve purchase of a Temporary Construction Easement crossing a portion of Forrest County Tax Parcel No. 2-028J-05-006.00, further described in the attached Exhibit B, from the University of Southern Mississippi for the Longleaf Trace - Gateway to Main project, Project No. HPP-0210-00(015); Authorize payment in the amount of $271.00

Notes:

Sponsors:

Enactment Date:

Attachments: USM Temp Easement

Enactment Number:

Contact:

Meeting Date: 08/20/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Approve purchase of a Temporary Construction Easement crossing a portion of Forrest County Tax Parcel No. 2-028J-05-006.00, further described in the attached Exhibit B, from the University of Southern Mississippi for the Longleaf Trace - Gateway to Main project, Project No. HPP-0210-00(015); Authorize payment in the amount of $271.00

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 2013-0481

Title

Approve purchase of a Temporary Construction Easement crossing a portion of Forrest County Tax Parcel No. 2-028J-05-006.00, further described in the attached Exhibit B, from the University of Southern Mississippi for the Longleaf Trace - Gateway to Main project, Project No. HPP-0210-00(015); Authorize payment in the amount of $271.00

Summary

Approve purchase of a Temporary Construction Easement from the University of Southern Mississippi for the Longleaf Trace - Gateway to Main project; Authorize payment in the amount of $271.00

Budget Information

072201.7000

Expenditure Type

Regular Budget

Purchasing Item

Regular Purchase

Publication Information

Forrest County
Filed/Recorded JULY 30 2013 08:14:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

Prepared, and Submitted by:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

Return to:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P.O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

City of Hattiesburg, Mississippi
Longleaf Trace - Phase III
Project No. HPP-0210-00(015)
Parcel No. 2-028J-05-006.00

STATE OF MISSISSIPPI
COUNTY OF FORREST

TEMPORARY CONSTRUCTION EASEMENT

For and in consideration of the sum and amount of Two Hundred Seventy-One Dollars ($271.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned

**The Board of Trustees of Institutions of Higher Learning of the State of Mississippi on the behalf of The University of Southern Mississippi, Grantor,
Southern Station Box 5005,
Hattiesburg, MS 39406,
Telephone no. (601)266-4466 ;**

does hereby grant, bargain, sell, and convey a Temporary Construction Easement unto

**City of Hattiesburg, Mississippi, a Municipal Corporation, Grantee,
214 West Front Street,
Hattiesburg, MS 39401,
Telephone No. 601-545-4642,**

the property described in Exhibit "B" attached hereto and incorporated herein. A survey of said property is attached **hereto and incorporated herein as Exhibit "A".**

Indexing Instructions: **A part of Southeast ¼ of the Southwest ¼ of Section 5, Township 4 North, Range 13 West in the City of Hattiesburg, County of Forrest, State of Mississippi.**

Inst. 708191
Bk 1157 Pg 0005

The grantor herein further warrants that the above described property is not a part of his homestead.

The Grantee herein is given full rights to do whatever may be necessary and proper for the enjoyment of the rights granted herein, including the right of ingress and egress and the right to clear said easement of selected vegetation such as shrubs, trees, and other vegetation, change of grade, installation and/or removal of pavements and any other structure named herein or otherwise as may be necessary. Grantee will restore any damage caused by this action.

The Grantee further agrees to relinquish all rights granted herein at the conclusion and final acceptance of the said public project named above.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

WITNESS MY SIGNATURE this the 11 day of JULY, 2013.

The Board of Trustees of Institutions of Higher Learning of the State of Mississippi on the behalf of The University of Southern Mississippi

Rodney D. Bennett
(Signed Name)

BY: DR. RODNEY D. BENNETT
(Printed Name)

ITS: USM PRESIDENT

Inst. 708191
Bk 1157 Pg 0006

STATE OF MISSISSIPPI
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 11th day of July, 2013 within my jurisdiction, the within named Dr. Rodney Bennett USM President of **The Board of Trustees of Institutions of Higher Learning of the State of Mississippi on the behalf of The University of Southern Mississippi**, who acknowledged that he/she executed the above and foregoing Temporary Construction Easement, after first being duly authorized so to do.

Frances Bernhardt Sudduth
Notary Public

(SEAL)

STATE OF MISSISSIPPI
FRANCES BERNHARDT SUDDUTH
ID No
3901
NOTARY PUBLIC
Comm Expires
August 15, 2014
FORREST COUNTY

Inst. 708191
Bk 1157 Pg 0007

Nicholas M. Connolly, PLS No. 2973

PREPARED BY:

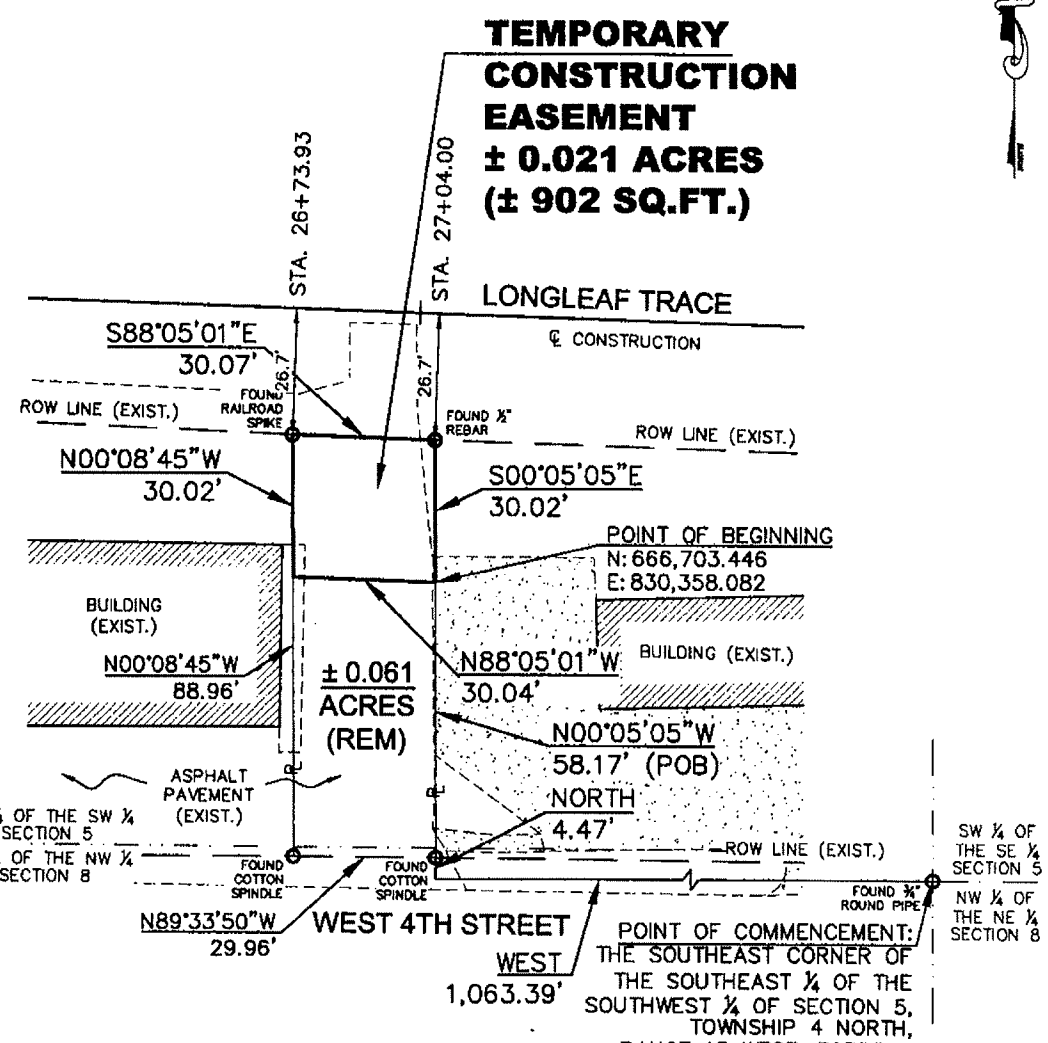
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

CLASSIFICATION:
This Survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for Class "B" Surveys as adopted by the State Board of Registration for Professional Engineers and Surveyors.

PREPARED FOR:
CITY OF HATTIESBURG
DEPARTMENT OF PUBLIC SERVICES
P.O. BOX 1898
HATTIESBURG, MISSISSIPPI 39403-1898
PHONE: (601) 545-4540

EXHIBIT "A"

GRAPHIC SCALE



REFERENCES:
Deed Book 982, Page 736
Forrest County Tax Map 28J
Porkhaven North Subdivision Plat

NOTES:
All utilities, utility easements and rights of way, unless otherwise noted, are not shown.

All bearings are based on the North American Datum of 1983, Mississippi East Zone Grid.

LEGEND:

℄	– CENTERLINE	REM	– REMAINING
EXIST.	– EXISTING	ROW	– RIGHT OF WAY
ℙ	– PROPERTY LINE	SQ. FT.	– SQUARE FEET

SD&W PROJECT NO.: 12932.001	TEMPORARY EASEMENT EXHIBIT	PROPERTY OWNER: BOARD OF TRUSTEES
SOUTHEAST 1/4 OF THE SOUTHWEST 1/4	LONGLEAF TRACE	OF INSTITUTIONS OF HIGHER LEARNING
SECTION 5, TOWNSHIP 4 NORTH, RANGE 13 WEST	Survey Date: JUNE 13, 2008	PROJECT NO.: HPP-0210-00(015) LPA/105214-801000
FORREST COUNTY	Exhibit Date: MAY 12, 2010	PARCEL NO.: 2-028J-05-006.00

Inst. 708191
Bk 1157 Pg 0008

EXHIBIT "B"

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the City of Hattiesburg project HPP-0210-00(015) LPA/105214-801000.

A part of Southeast ¼ of the Southwest ¼ of Section 5, Township 4 North, Range 13 West in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- Commencing at a Found ¾" Round Pipe representing the Southeast Corner of the said Southeast ¼ of the Southwest ¼ and having a Grid value of N 666,640.808 feet and E 831,421.559 feet on the above referenced East Zone Grid,
- thence run West for 1,063.39 feet,
- thence run North for 4.47 feet to a Found Cotton Spindle representing the Southeast Corner of the Grantor's Property and a Point on the Existing Northern Right of Way Line of West 4th Street,
- thence run N00°05'05"W along the East Line of the Grantor's property for 58.17 feet to a Point 30.00 feet South of the Existing Southern Right of Way Line of the Longleaf Trace and the Point of Beginning and having a Grid value of N 666,703.446 feet and E 830,358.082 feet on the above referenced East Zone Grid;
- thence run N88°05'01"W and parallel to the said Southern Right of Way Line for 30.04 feet to a Point on the West Line of the Grantor's Property,
- thence run N00°08'45"W along the said West Line for 30.02 feet to a Found Railroad Spike representing the Northwest Corner of the Grantor's Property and a Point on the said Southern Right of Way Line,
- thence run S88°05'01"E along the said Southern Right of Way Line for 30.07 feet to a Found ½" Rebar representing the Northeast Corner of the Grantor's Property,
- thence run S00°05'05"E along the said East Line of the Grantor's Property for 30.02 feet to the Point of Beginning,
- comprising 0.021 Acres (902 Square Feet), more or less.

Inst. 708191
Bk 1157 Pg 0009

City of Hattiesburg, MS

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

Master

File Number: 2013-0492

File ID: 2013-0492 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 2 **Reference:** **In Control:** City Council

File Created: 08/09/2013

Brief Title: Amended 2013 Dixie Boys Contract **Final Action:** 08/20/2013

Minute Book Number: MB2013-235

Title:

Authorize Mayor to execute duplicate original amended contract between the City of Hattiesburg Parks and Recreation Department and the Noon Day Optimist Club to develop and promote Dixie Boys Baseball for Hattiesburg residents.

Notes:

Sponsors: **Enactment Date:**

Attachments: Dixie Boys 2013 Contract-Revised, Contract Attachements, executed Dixie Boys 2013 Contract-Revised

Enactment Number:

Contact: **Meeting Date:** 08/20/2013

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	08/20/2013	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 amended contract between the City of Hattiesburg Parks and Recreation Department and the Noon Day Optimist Club to develop and promote Dixie Boys Baseball for Hattiesburg residents.

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 2013-0492

Title

Authorize Mayor to execute duplicate original amended contract between the City of Hattiesburg Parks and Recreation Department and the Noon Day Optimist Club to develop and promote Dixie Boys Baseball for Hattiesburg residents.

Summary

Agreement

Budget Information

002315.6049

Expenditure Type

Purchasing Item

Publication Information

STATE OF MISSISSIPPI

COUNTY OF FORREST

AMENDED AGREEMENT
Revised August 20, 2013

WHEREAS, the **Noon Day Optimist Club**, hereinafter referred to as "**Association**" and the **City of Hattiesburg, Mississippi**, a municipal corporation, hereinafter referred to as "**City**", has entered into discussion with view of Association developing and promoting **Dixie Boys Baseball** for Hattiesburg residents, and the parties hereto desire to reduce to writing their agreement of understanding with a properly executed copy of Agreement provided to each party. Association and City do hereby agree and obligate themselves as follows, to-wit:

I.

Association will hereby develop and promote **Dixie Boys Baseball** for Hattiesburg area residents for a period of one (1) year beginning on the 1st day of October 2012, and termination on the 30th day of September 2013. Association shall be responsible for operation of the baseball program including, but not limited to **organization of league, obtaining coaches, obtaining officials, collection of fees, setting schedules, limiting rosters** and other related duties and responsibilities. The program will operate **March 1, 2013** thru **September 30, 2013**. Concessions, tournaments, clinics, and other moneymaking events will be covered by a separate agreement. Association shall provide to the City a written practice and game schedule. This schedule shall be inclusive of all scheduled dates and fields to be used. Season schedules shall be provided to the City no later than two (2) weeks prior to the start of the season. Make-up game schedules shall be provided to the

City no later than one (1) day prior to the scheduled make-up game. All recreation league regular season ending tournament schedules shall be provided to the City no later than one (1) week prior to the start of the scheduled tournament. All other tournaments, (sub-district, district, state, national, etc), shall be addressed by a separate contract. It shall be the responsibility of the Association to confirm potential post-season tournament dates with the City before bidding if use of City facilities or any maintenance for the particular post-season tournament will be required. Program playing field specifications shall be provided to the City no less than four (4) weeks prior to the start of the program.

II.

City shall be responsible for maintaining **Jack Cameron Baseball Field at Kamper Park** as described in Attachment I for providing seating and electricity.

The City shall provide **Twelve Thousand Two Hundred Dollars ($12,200.00). Eighty Two Hundred Dollars ($8,200.00)** (Received January 31, 2013) to be applied to the payment of officials and equipment (to include **baseballs, baseball bats, baseball pants, catchers equipment, batting helmets and other necessary equipment) and an additional Four Thousand Dollars ($4,000.00)** to be applied toward other expenses pertaining to the 2013 13-Year Old World Series and the 2013 14-Year Old World Series. The appropriate expenditure reports (Attachment III) shall be completed and filed with the City by October 31, 2013. The City does reserve the right to use facilities for other functions. See Attachment IIa for Policy on General Public Use of Facilities.

III.

Association does hereby obligate itself to comply with the policies of the City: That all recreation programs shall be open to all citizens of the Hattiesburg area regardless of his/her ability to pay any fees charged for participation in said programs; and that the City

nondiscrimination policy (Attachment IIb) shall be observed. See Attachment II for all pertinent City policies.

IV.

It is understood by and between parties that this Agreement may be terminated by either party for any reason upon thirty (30) days written notice of their intention to terminate this Agreement.

V.

Association does hereby agree that it will hold harmless and indemnify the City from any and all liability and damages of any kind whatsoever resulting from the operation of this recreational program. The Liability Policy of the City is attached as Attachment IIc.

Association does hereby agree to appropriately acknowledge City contribution to the programming a public manner such as on ad boards, patches, and in all media. Association does hereby obligate itself to comply with National Standards for Youth Sports and Coach Review Policy (Attachments IId and IIe, respectively) adopted by the City Council.

VI.

Association does hereby obligate itself to comply with the Sports Participation Policy, which is attached as Attachment IIf.

VII.

WITNESS the signatures of Contractor and City to duplicate originals of this Agreement on this, the _____ day of _____, A.D., _____.

Contractor

Noon Day Optimist Club

BY: _____

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Mayor

ATTEST:

_____
EDDIE MYERS, CITY CLERK

(S E A L)

AGREEMENT
ATTACHMENT I

CITY OF HATTIESBURG

MAINTENANCE POLICY

Includes:

1. Mow on regular basis
2. Clean restrooms and facility area
3. Wash bleachers, as needed
4. Line fields
5. Fill low/soft sports

The City of Hattiesburg reserves the right to increase or decrease the amount and/or type of maintenance.

NOTE: Fields and restrooms must be left in a presentable condition (litter control) after use of fields by contracted organizations. Special attention should be noticed when City Maintenance Department is not working the day after scheduled games.

Maintenance Agreement for all tournaments will be negotiated.

The decision to call games is a joint decision, however, the City reserves the right to call any game(s) for safety reasons or to prevent damage to the field(s).

The Administration section of the Recreation Department manages the contracts.

AGREEMENT
ATTACHMENT II

CITY OF HATTIESBURG

CITY POLICIES

a. General Public Use of Facility Policy

b. Nondiscrimination Policy

c. Liability Policy

d. National Standards for Youth Sports Policy

e. Coach Certification Review Policy

f. Sports Participation Policy

AGREEMENT
ATTACHMENT IIa

CITY OF HATTIESBURG

GENERAL PUBLIC USE OF FACILITY POLICY

Facilities under lease, owned by the City of Hattiesburg, were funded by the citizens of Hattiesburg. The City does reserve the right to make its facilities for other functions when not in use by organizations leasing City facilities.

AGREEMENT
ATTACHMENT IIb

CITY OF HATTIESBURG

NONDISCRIMINATION POLICY

The City of Hattiesburg does not discriminate on the basis of Color, Race, Creed, National Origin, Sex, or Religion nor on the basis of disabling conditions in the admission or access to services provided through its programs and activities.

AGREEMENT
ATTACHMENT IIc

CITY OF HATTIESBURG

LIABILITY POLICY

There are inherent risks and recognized hazards associated with participation in sports and recreational activities. By participating in these programs, the participant assumes those risks and liabilities. The City of Hattiesburg assumes no liability nor does it afford medical coverage for injuries caused by participation of individuals, groups, teams, etc. in sports and recreational programs.

AGREEMENT
ATTACHMENT IId

CITY OF HATTIESBURG

NATIONAL STANDARDS FOR YOUTH SPORTS POLICY

These standards are endorsed and supported by
26 National Agencies and Organizations

STANDARD #1 – PROPER SPORTS ENVIRONMENT
Parents must consider and carefully choose the proper environment for their child, including the appropriate age and development for participation, the type of sport, the rules in the sport, the age range of the participants, and the proper level of physical and emotional stress.

STANDARD #2 – PROGRAMS BASED ON THE WELL-BEING OF CHILDREN
Parents must select youth sports programs that are developed and organized to enhance the emotional, physical, social, and educational well being of children.

STANDARD #3 – DRUG AND ALCOHOL – FREE ENVIRONMENT
Parents must encourage a drug and alcohol-free environment for their children.

STANDARD #4 – PART OF A CHILD'S LIFE
Parents must recognize that youth sports are only a small part of a child's life.

STANDARD # 5 – TRAINING
Parents must insist that coaches are trained and certified.

STANDARD #6 – PARENTS' ACTIVE ROLE
Parents must make a serious effort to take an active role in the youth sports experience of their child providing a positive support as a spectator, coach, and league administrator and/or caring parent.

STANDARD #7 – POSITIVE ROLE MODELS
Parents must be a positive role model exhibiting sportsmanlike behavior at game, practices, and home, while also giving positive reinforcement to their child and support to their child's coaches.

STANDARD #8 – PARENTAL COMMITMENT
Parents must demonstrate their commitment to their child's youth sports experience by annually signing a parental code of ethics.

STANDARD #9 – SAFE-PLAYING SITUATION
Parents must insist on safe-playing facilities, healthful playing situation, and proper first-aid applications, should the need arise.

STANDARD #10 – EQUAL PLAY OPPORTUNITY
Parents, coaches, and league administrators must provide equal sports play opportunity for all youth regardless of race, creed, sex, or economic status of ability.

STANDARD # 11 - DRUG AND ALCOHOL-FREE ADULTS
Parents must be rug and alcohol-free at youth league sporting events.

AGREEMENT
ATTACHMENT IIe

CITY OF HATTIESBURG

COACH REVIEW POLICY

Whereas, the City of Hattiesburg requires completion of a certification program for youth sport coaches whereby the coaches are schooled in the psychology of coaching youth sports, maximizing performance, injury prevention, first aid, and emphasizes a drug and alcohol-free environment for youth sports and recognizes the great influence youth coaches have on our youth.

AGREEMENT
ATTACHMENT IIf

CITY OF HATTIESBURG

YOUTH SPORTS PARTICIPATION POLICY

The Hattiesburg Parks and Recreation Division offers a diversified youth sports program designed to meet the recreational needs of the Hattiesburg area. The City's philosophy is to promote the development of strong character, a good attitude, and a sense of responsibility and citizenship in participants, using a recreation as a vehicle.

This philosophy, as important as it is, must be carried out primarily by volunteers, with support and guidance provided by the Parks and Recreation Division staff, underscoring the importance of recruiting the best volunteers available-people who can apply the City's philosophy for the good of the children involved.

Every sport sponsored by the Parks and Recreation Division is conducted on facilities provided and maintained by the City of Hattiesburg, funded in large part by the citizens of Hattiesburg. This policy necessitates a move toward more participation by every member of recreation league team.

The City feels strongly that the sport programs offered to the children of Hattiesburg should be fun, educational, and developmental; and the only way to teach these values is for the children to participate a substantial amount of time in each competitive event. Every league within the City, without exception, will follow the following guidelines.

In all games, all registered participants shall play in the following sports a minimum of:

Football – 4 minutes of the game (Flag Football)
Basketball – 2 minutes (Elementary School Age)
Soccer – One Full Half (HYSA)

Baseball and Softball – each player must at least play 3 consecutive defensive outs, and bat once in a full game. In games shortened due to the 10-run rule, acts of God, time limit expiration or other reasons will require the time at bat.

Note: A manager or coach is not required to play a player who is ill, injured or is under reasonable disciplinary restrictions or for other justifiable reasons, provided he informs the opposing coach and scorekeeper prior to the beginning of the game.

In order to assist the teams and coaches and to insure maximum participation of all children, the number of members on a team should be limited as follows:

(1)	Football	20 players
(2)	Basketball	10 players
(3)	Soccer	14 players
(4)	Baseball	14 players
(5)	Softball	14 players

The limitation of players on teams may mean the additional of other divisions within leagues and the addition of multiple all-star teams within leagues. This is viewed again, to be an opportunity to bring about additional participation for children within City recreation programs. In all-star competition, the number of children participating on each team may be increased according to the rules of the organization sponsoring the all-star program.

Every league within the City of Hattiesburg must comply with and follow this policy and insure that each coach and league official is familiar with the policy and complies at all times. If a coach fails to play a child the minimum participation limit, the following sanctions will be imposed on said coach, **without exception**, to-wit:

(1) The first offense will result in the coach receiving a letter or reprimand from the governing board of the league. The child concerned will play the entire next game.

(2) The second offense by the same coach will result in the coach being suspended from the league for the next week. The child concerned will play the entire next game.

(3) The third offense by the same coach will result in expulsion of the coach from any City program in any and all capacities for a minimum of two (2) calendar years. The child concerned will play the entire next game.

(4) If any coach fails to play any child as required in any league championship game or any play-off game affecting the league championship, then that coach, no matter which offense, will be suspended from the league and unable to participate in any post-season activities. The team that fails to have full participation by all players will forfeit the game.

(5) If any coach fails to play any child as required herein in any all-star or tournament game, then that coach, no matter which offense, will be expelled from coaching in any City program in any and all capacities for a minimum of two (2) calendar years.

The individual leagues will notify the Hattiesburg Recreation Department whenever it becomes necessary to take any action against a coach for failure to comply with the participation policy.

A copy of this participation policy shall be provided to each child at registration of any sport within the City of Hattiesburg.

The purpose of a sports league is to insure participation for all children within the City of Hattiesburg; the purpose of a participation policy is to insure a sports league for all the children of Hattiesburg.

AGREEMENT
ATTACHMENT III

CITY OF HATTIESBURG

EXPENDITURE WORKSHEETS

a. Worksheet Instructions
b. Equipment, supplies, and related purchases worksheet ***NOTE*** All invoices must be attached to the equipment/supplies purchase worksheet as documentation
c. Daily officials timesheet
d. Year end officials summary timesheet
NOTE All daily timesheets must be attached to the year end summary as documentation

AGREEMENT
ATTACHMENT IIIa

CITY OF HATTIESBURG

WORKSHEET INSTRUCTIONS

I. Supplies, Expenses and Related Purchases Worksheet:

Program personnel shall complete worksheet by listing the name of the vendor, date items were purchased, invoice number, total of the invoice and a brief description of items purchased on that invoice. All invoices **MUST** be turned in with worksheets at the end of the program for accounting purposes.

II. Daily Program Time Sheet:

If officials, scorekeepers, or other program personnel are funded through monies provided by the City, a daily accounting of these expenditures must be maintained. The daily timesheet must list the date the individual worked, they're name, address, social security number, number of games or hours they worked, total amount paid for particular day/night, and their signature.

III. Total Hours/Games Recap Sheet:

This sheet is a recap of the daily time sheets. At the completion of the program, the time sheets for each individual should be totaled and entered on the recap sheet. The daily timesheets **MUST** accompany the recap sheets at the end of the program for accounting purposes.

NOTE: Please return all expenditure reports to the City of Hattiesburg, City Clerks Office, 200 Forrest Street, Hattiesburg, MS 39401. If you have questions, please call (601) 545-4667.

STATE OF MISSISSIPPI

COUNTY OF FORREST

AMENDED AGREEMENT
Revised August 20, 2013

WHEREAS, the **Noon Day Optimist Club**, hereinafter referred to as "**Association**" and the **City of Hattiesburg, Mississippi**, a municipal corporation, hereinafter referred to as "**City**", has entered into discussion with view of Association developing and promoting **Dixie Boys Baseball** for Hattiesburg residents, and the parties hereto desire to reduce to writing their agreement of understanding with a properly executed copy of Agreement provided to each party. Association and City do hereby agree and obligate themselves as follows, to-wit:

I.

Association will hereby develop and promote **Dixie Boys Baseball** for Hattiesburg area residents for a period of one (1) year beginning on the 1st day of October 2012, and termination on the 30th day of September 2013. Association shall be responsible for operation of the baseball program including, but not limited to **organization of league, obtaining coaches, obtaining officials, collection of fees, setting schedules, limiting rosters** and other related duties and responsibilities. The program will operate **March 1, 2013** thru **September 30, 2013**. Concessions, tournaments, clinics, and other moneymaking events will be covered by a separate agreement. Association shall provide to the City a written practice and game schedule. This schedule shall be inclusive of all scheduled dates and fields to be used. Season schedules shall be provided to the City no later than two (2) weeks prior to the start of the season. Make-up game schedules shall be provided to the

City no later than one (1) day prior to the scheduled make-up game. All recreation league regular season ending tournament schedules shall be provided to the City no later than one (1) week prior to the start of the scheduled tournament. All other tournaments, (sub-district, district, state, national, etc), shall be addressed by a separate contract. It shall be the responsibility of the Association to confirm potential post-season tournament dates with the City before bidding if use of City facilities or any maintenance for the particular post-season tournament will be required. Program playing field specifications shall be provided to the City no less than four (4) weeks prior to the start of the program.

II.

City shall be responsible for maintaining **Jack Cameron Baseball Field at Kamper Park** as described in Attachment I for providing seating and electricity.

The City shall provide **Twelve Thousand Two Hundred Dollars ($12,200.00). Eighty Two Hundred Dollars ($8,200.00) (Received** January 31, 2013) to be applied to the payment of officials and equipment (to include **baseballs, baseball bats, baseball pants, catchers equipment, batting helmets and other necessary equipment) and an additional Four Thousand Dollars ($4,000.00)** to be applied toward other expenses pertaining to the 2013 13-Year Old World Series and the 2013 14-Year Old World Series. The appropriate expenditure reports (Attachment III) shall be completed and filed with the City by October 31, 2013. The City does reserve the right to use facilities for other functions. See Attachment IIa for Policy on General Public Use of Facilities.

III.

Association does hereby obligate itself to comply with the policies of the City: That all recreation programs shall be open to all citizens of the Hattiesburg area regardless of his/her ability to pay any fees charged for participation in said programs; and that the City

nondiscrimination policy (Attachment IIb) shall be observed. See Attachment II for all pertinent City policies.

IV.

It is understood by and between parties that this Agreement may be terminated by either party for any reason upon thirty (30) days written notice of their intention to terminate this Agreement.

V.

Association does hereby agree that it will hold harmless and indemnify the City from any and all liability and damages of any kind whatsoever resulting from the operation of this recreational program. The Liability Policy of the City is attached as Attachment IIc.

Association does hereby agree to appropriately acknowledge City contribution to the programming a public manner such as on ad boards, patches, and in all media. Association does hereby obligate itself to comply with National Standards for Youth Sports and Coach Review Policy (Attachments IId and IIe, respectively) adopted by the City Council.

VI.

Association does hereby obligate itself to comply with the Sports Participation Policy, which is attached as Attachment IIf.

VII.

WITNESS the signatures of **Contractor** and **City** to duplicate originals of this Agreement on this, the 20th day of August, A.D., 2013.

Contractor

Noon Day Optimist Club

BY: _____

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Mayor

ATTEST:

EDDIE MYERS, CITY CLERK

(S E A L)

City of Hattiesburg, MS

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

Master

File Number: 2013-0480

File ID: 2013-0480 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 08/05/2013

Brief Title: Authorize Mayor to execute Budget Modification No. 7 for the MDA Grant R-110-205-02-GZ, James Street Water Plant.

Final Action: 08/20/2013

Minute Book Number: MB2013-235

Title:

Authorize Mayor to execute in triplicate Budget Modification No. 7 for the MDA Grant R-110-205-02-GZ, James Street Water Plant. This modification is to reflect the Local/Private fund match of $226,776.68 and extend the contract date to December 30, 2013.

Notes:

Sponsors: **Enactment Date:**

Attachments: Hattiesburg 02-GZ #7, executed Hattiesburg 02-GZ #7

Enactment Number:

Contact: **Meeting Date:** 08/20/2013

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013	Authorize				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Authorize Mayor to execute in triplicate Budget Modification No. 7 for the MDA Grant R-110-205-02-GZ, James Street Water Plant. This modification is to reflect the Local/Private fund match of $226,776.68 and extend the contract date to December 30, 2013.

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 2013-0480

Title

Authorize Mayor to execute in triplicate Budget Modification No. 7 for the MDA Grant R-110-205-02-GZ, James Street Water Plant. This modification is to reflect the Local/Private fund match of $226,776.68 and extend the contract date to December 30, 2013.

Summary

Authorize Mayor to execute Budget Modification No. 7 for the MDA Grant R-110-205-02-GZ, James Street Water Plant.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Katrina Supplemental CDBG Program
Budget Summary

Applicant: City of Hattiesburg

Funding Year: 2006 Grant Year: _____ Contract: #R-110-205-02-GZ

Description	MDA	IDIS		Other Funding Sources			
Administration			Katrina CDBG				Total
General Administration			36,000.00	34,000.00			70,000.00
Application Prep			4,000.00	6,000.00			10,000.00
Audit							0.00
Subtotal (A)			40,000.00	40,000.00		0.00	80,000.00

Description	MDA	IDIS		Other Funding Sources			
Public Facilities			KATRINA CDBG				Total
Architectural/Engineering			211,310.00	389,242.33			600,552.33
Construction of Public Building							
Contingency							0.00
Water Treament			2,004,771.99	2,004,772.01			4,009,544.00
Water Well			243,176.66	419,172.34			662,349.00
Subtotal (B)			2,459,258.65	2,813,186.68	0.00	0.00	5,272,445.33
Grant Total (A + B)			2,499,258.65	2,853,186.68			5,352,445.33

Katrina CDBG Suppemental funds cannot be used for any activity or which funds have been made available by any Federal Agency including FEMA or the Army Corps of Engineers.

MISSISSIPPI DEVELOPMENT AUTHORITY

MODIFICATION SIGNATURE SHEET

501 North West Street • Post Office Box 849

Jackson, Mississippi 39205

Water Well

1. Recipient's Name, Address and Telephone No. City of Hattiesburg 200 Forrest Street Hattiesburg, MS 39403 601-545-4501	2. Effective Date 7-22-13 3. Contract Number: R-110-205-02-GZ / Grant Number: R-110-205-02-GZ 4. Modification Number: 7 5. Grant Identifier: (Funding Source & Year) CDFA# 14.219 & 14.228 6. Beginning & Ending Dates: 08-08-08 / 12-30-13 7. Page 1 of 3

8. As a result of this Modification, funds obligated are changed as follows:

	KCDBG	Other: Federal	Other: Local/Private
From	$ 2,499,258.65		$ 2,626,410.00
To	$ 2,499,258.65		$ 2,853,186.68
Increase of	$ -		$ 226,776.68
Decrease of	$ -		

9. The above recipient is hereby modified as follows: This budget mod is to increase the Local/Private funds by $226,776.68. It also extends the contract date to 12-30-13.

10. Except a hereby modified, all terms and conditions of the subcontract remain unchanged.

11. Approved for Agency: 8-20-13 Signature Date Name: Jon Mabry Title: Chief Operating Officer	12. Approved for Recipient: 8-20-13 Signature Date Name: Johnny Dupree Title: Mayor

MDA DRD

BUDGET MODIFICATION WORKSHEET

Recipient: City of Hattiesburg Contract Number: R-110-205-02-GZ

Note: List CDBG Funds where changes are made.

Activity	Current Budget	Proposed Budget	Change (+/-)
Administration	40,000.00	40,000.00	
Architect/Engineering	211,310.00	211,310.00	
Contingency		0.00	
Water Treatment Plant	2,004,771.99	2,004,771.99	0.00
Water Well	243,176.66	243,176.66	
			0.00
	Total	**Total**	**Total**
	2,499,258.65	**2,499,258.65**	**0.00**

Katrina Supplemental CDBG Program
Budget Summary

Applicant: City of Hattiesburg

Funding Year: 2006 Grant Year: _____ Contract: #R-110-205-02-GZ

Description	MDA	IDIS		Other Funding Sources			
Administration			Katrina CDBG				Total
General Administration			36,000.00	34,000.00			70,000.00
Application Prep			4,000.00	6,000.00			10,000.00
Audit							0.00
Subtotal (A)			40,000.00	40,000.00		0.00	80,000.00

Description	MDA	IDIS		Other Funding Sources			
Public Facilities			KATRINA CDBG				Total
Architectural/Engineering			211,310.00	389,242.33			600,552.33
Construction of Public Building							
Contingency							0.00
Water Treament			2,004,771.99	2,004,772.01			4,009,544.00
Water Well			243,176.66	419,172.34			662,349.00
Subtotal (B)			2,459,258.65	2,813,186.68	0.00	0.00	5,272,445.33
Grant Total (A + B)			2,499,258.65	2,853,186.68			5,352,445.33

Katrina CDBG Suppemental funds cannot be used for any activity or which funds have been made available by any Federal Agency including FEMA or the Army Corps of Engineers.

City of Hattiesburg, MS

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

Master

File Number: 2013-0482

File ID: 2013-0482 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 08/05/2013

Brief Title: Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 9 for the USA Yeast Wastewater Treatment Grant No. R-103-205-03-KED.

Final Action: 08/20/2013

Minute Book Number: MB2013-235-236

Title:

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 9 for the USA Yeast Wastewater Treatment Grant No. R-103-205-03-KED in the amount of $5,583.33.

Notes:

Sponsors:

Enactment Date:

Attachments: Request for Cash No 9, executed Request for Cash No 9

Enactment Number:

Contact:

Meeting Date: 08/20/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013	Authorize				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 9 for the USA Yeast Wastewater Treatment Grant No. R-103-205-03-KED in the amount of $5,583.33.

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 2013-0482

Title

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 9 for the USA Yeast Wastewater Treatment Grant No. R-103-205-03-KED in the amount of $5,583.33.

Summary

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 9 for the USA Yeast Wastewater Treatment Grant No. R-103-205-03-KED in the amount of $5,583.33.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMO

Urban Planning Consultants, Inc
a Jimmy Gouras Company since 1988

DATE: July 30, 2013
TO: Honorable Johnny L. DuPree
City of Hattiesburg
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
RE: **City of Hattiesburg**
CDBG Project #R-103-205-03-KED
Wastewater Treatment/USA Yeast
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. Urban Planning Consultants
   Invoice number 9554 in the amount of $5,583.33
   For Administration expense

Also enclosed is "Request for Cash and Summary Support Sheet No. 9" in the amount of $5,583.33 for payment of the above invoices.

Please have the above invoice and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 9" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
1100 Cherry Street
Vicksburg, MS 39183

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

REMINDER

From the date of deposit into your account you have only three (3) working days to distribute funds to avoid penalties from MDA.

enclosures

Mississippi Development Authority
REQUEST FOR CASH

Section A: General Information		Bank Information		Section B: Project Information		
Applicant Name:	City of Hattiesburg	Electronic Transfer	06530027	Grant No.	Contract No.	Request No.
Mailing Address	P.O. Box 1898	Bank Account	4800186627	R-103-06	R-103-205-03-KED	9
Street Address		Bank Name:	Trustmark National Bank	FOR MDA USE ONLY		
City, State Zip	Hattiesburg, MS 39403-1898	Address	P.O. Box 1071			
Telephone No.	601-554-1014	City, State ZIP	Hattiesburg, MS 39403-1071	Vendor No.		
Fax Number		Telephone No.	601-469-3663			
Email Address		Services Rendered		IDIS Voucher Number		
		From: June 1, 2013	Thru: To: June 30, 2013			

Section C: Request Per Activity

Approval for Payment

Signature

Date

	Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Activity Numbers
1	Administration	$ 90,000.00	$ 24,166.66	$ 5,583.33	$ 60,250.01	
2	Application Preparation	$ 10,000.00	$ 10,000.00		$ -	
3	Architect/Engineering	$ 351,000.00	$ 93,614.59		$ 257,385.41	
4	Evaporator Module Equipment	$ 4,549,000.00	$ 2,274,840.00		$ 2,274,160.00	
5					$ -	
6					$ -	
7					$ -	
8					$ -	
9					$ -	
10					$ -	
11					$ -	
	Total:	$ 5,000,000.00	$ 2,402,621.25	$ 5,583.33	$ 2,591,795.42	

I Hereby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Hereby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

Signature of Authorized Official

Date Signed

Debra Tompkins
Prepared By

7/30/2013
Date Prepared

Johnny DuPree, Mayor
Typed Name and Title of Authorized Official

601-638-7121
Preparer's Telephone No.

Mississippi Development Authority

Cash Summary Support Sheet

Applicant : City of Hattiesburg | Request No: 9 | Grant Number: R-103-06

Period Cost - Beginning: June 1, 2013 | Ending Date: June 30, 2013 | Contract Number: R-103-205-03-KED

1. Activity: Administration

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Administration	Urban Planning Consultants	9554	$5,583.33		$5,583.33
B.						$0.00
C.						
D.						
			Subtotal:	**$5,583.33**	**$ -**	**$5,583.33**

2. Activity: Architect/Engineering

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Architect/Engineering					$0.00
B.	Architect/Engineering					$0.00
C.	Architect/Engineering					$0.00
D.						
			Subtotal:	**$ -**	**$ -**	**$ -**

3. Activity: Evaporator Module Equipment

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Evaporator Module Equipment					$0.00
B.	Evaporator Module Equipment					
C.	Evaporator Module Equipment					
D.	Evaporator Module Equipment					
			Subtotal:	**$ -**	**$ -**	**$ -**

Cash Summary Support Sheet

Applicant : City of Hattiesburg Request No: 9 Grant Number: R-103-06

Contract Number: R-103-205-03-KED

4. Activity: _____

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						$0.00
B.						
C.						
D.						
			Subtotal:	**$0.00**	**$0.00**	**$0.00**

5. Activity: _____

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						$0.00
B.						$0.00
C.						
D.						
			Subtotal:	**$0.00**	**$0.00**	**$0.00**

6. Activity: _____

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						$0.00
B.						
C.						
D.						
			Subtotal:	**$0.00**	**$0.00**	**$0.00**

Cumulative Match Expended To Date:	$1,243,860.00	**GRAND TOTAL:**	**$5,583.33**	**$ -**	**$ 5,583.33**
Cumulative Federal Expended To Date:	$2,408,204.58				

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenditures under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.
I Hereby Certify tthat the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

Johnny DuPree, Mayor

Typed Name and Title of Authorized Official

Signature of Authorized Official

Mississippi Development Authority Consolidated Support Sheet

Applicant: City of Hattiesburg
Request for Cash Number: 9
Contract Number: R-103-205-03-KED
Total Amount Requested: $ 5,583.33

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration	$ 90,000.00	$ 24,166.66	$ 5,583.33	$ 60,250.01
Engineering				$
Specific Line Items as Listed in the Budget:				
Application Preparation	$ 10,000.00	$ 10,000.00		$ -
Architect/Engineering	$ 351,000.00	$ 93,614.59	$ -	$ 257,385.41
Evaporator module Equipment	$ 4,549,000.00	$ 2,274,840.00	$ -	$ 2,274,160.00
		$ -	$ -	$ -
		$ -	$ -	$ -
			$ -	$ -
				$ -
				$ -
				$ -
				$ -
Total Budget	$ 5,000,000.00	$ 2,402,621.25	$ 5,583.33	$ 2,591,795.42

Total Funds Request to Date:	$ 2,408,204.58
Amount of Other Funds Expended to Date:	$1,243,860.00
CDBG Project Balance	$ 2,591,795.42

Period of Projected Cash Needs - Beginning: June 1, 2013 Thru June 30, 2013

TODAY'S DATE	7/30/2013
CONTRACT BEGIN DATE (FROM CONTRACT)	2/17/2012
CONTRACT END DATE (FROM CONTRACT)	6/30/2015
CONTRACT EXTENSION (MONTHS) (ENTER # OF MONTHS OR "0")	
FINAL CONTRACT COMPLETION DATE	6/30/2015
CONTRACT DURATION (MONTHS)	40.00
% OF CONTRACT PERIOD ELAPSED	43.48%
% OF CONTRACT PERIOD REMAINING	56.52%

TOTAL CONTRACT BUDGET	$ 5,000,000.00	
TOTAL AMOUNT SPENT TO DATE	$ 2,408,204.58	
% TOTAL CONTRACT BUDGET SPENT	48.16%	
% CONTRACT BUDGET REMAINING	51.84%	
CONSTRUCTION BUDGET AMOUNT	$ 4,549,000.00	Enter number from Cash Request.
TOTAL CONSTRUCTION DOLLARS SPENT TO	$ 2,274,840.00	Enter number from Cash Request.
% CONSTRUCTION BUDGET SPENT	50.01%	

Urban Planning Consultants, Inc.
a Jimmy Gouras Company since 1988

STATEMENT FOR SERVICES RENDERED

CITY OF HATTIESBURG

KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT
ECONOMIC DEVELOPMENT
PROJECT NO. R-103-205-03-KED
WASTEWATER TREATMENT/USA YEAST

June 30, 2013

INVOICE #9554

Monthly Administrative Services Rendered Pertaining Project #R-103-205-03-KED.

Services rendered include overall coordination of project activities; Attending MDA/HUD monitoring visits, meetings, etc.; Maintaining financial records; Preparing the necessary documentation to request funds from MDA; and Providing all other services considered normal administrative services within the course of this Agreement

TOTAL DUE **$ 5,583.33**

Ann Frazier

Ann Frazier

1100 Cherry Street • Vicksburg, MS 39183•601-638-7121

MEMO

Urban Planning Consultants, Inc
a Jimmy Gouras Company since 1988

DATE: July 30, 2013
TO: Honorable Johnny L. DuPree
City of Hattiesburg
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
RE: **City of Hattiesburg**
CDBG Project #R-103-205-03-KED
Wastewater Treatment/USA Yeast
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. Urban Planning Consultants
   Invoice number 9554 in the amount of $5,583.33
   For Administration expense

Also enclosed is "Request for Cash and Summary Support Sheet No. 9" in the amount of $5,583.33 for payment of the above invoices.

Please have the above invoice and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 9" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
1100 Cherry Street
Vicksburg, MS 39183

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

REMINDER

From the date of deposit into your account you have only three (3) working days to distribute funds to avoid penalties from MDA.

enclosures

Mississippi Development Authority
REQUEST FOR CASH

Section A: General Information		Bank Information		Section B: Project Information		
Applicant Name:	City of Hattiesburg	Electronic Transfer	06530027	Grant No.	Contract No.	Request No.
Mailing Address	P.O. Box 1898	Bank Account	4800186627	R-103-06	R-103-205-03-KED	9
Street Address		Bank Name:	Trustmark National Bank	FOR MDA USE ONLY		
City, State Zip	Hattiesburg, MS 39403-1898	Address	P.O. Box 1071			
Telephone No.	601-554-1014	City, State ZIP	Hattiesburg, MS 39403-1071	Vendor No.		
Fax Number		Telephone No.	601-469-3663			
Email Address		Services Rendered		IDIS Voucher Number		
		From: June 1, 2013	Thru: To: June 30, 2013			

Section C: Request Per Activity

Approval for Payment

Signature

Date

	Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Activity Numbers
1	Administration	$ 90,000.00	$ 24,166.66	$ 5,583.33	$ 60,250.01	
2	Application Preparation	$ 10,000.00	$ 10,000.00		$ -	
3	Architect/Engineering	$ 351,000.00	$ 93,614.59		$ 257,385.41	
4	Evaporator Module Equipment	$ 4,549,000.00	$ 2,274,840.00		$ 2,274,160.00	
5					$ -	
6					$ -	
7					$ -	
8					$ -	
9					$ -	
10					$ -	
11					$ -	
	Total:	$ 5,000,000.00	$ 2,402,621.25	$ 5,583.33	$ 2,591,795.42	

I Hereby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Hereby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

Signature of Authorized Official

8-20-13
Date Signed

Johnny DuPree, Mayor
Typed Name and Title of Authorized Official

Debra Tompkins
Prepared By

7/30/2013
Date Prepared

601-638-7121
Preparer's Telephone No.

Mississippi Development Authority

Cash Summary Support Sheet

Applicant : City of Hattiesburg | Request No: 9 | Grant Number: R-103-06

Period Cost - Beginning June 1, 2013 | Ending Date: June 30, 2013 | Contract Number: R-103-205-03-KED

1. Activity: Administration

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Administration	Urban Planning Consultants	9554	$5,583.33		$5,583.33
B.						$0.00
C.						
D.						
			Subtotal:	**$5,583.33**	**$ -**	**$5,583.33**

2. Activity: Architect/Engineering

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Architect/Engineering					$0.00
B.	Architect/Engineering					$0.00
C.	Architect/Engineering					$0.00
D.						
			Subtotal:	**$ -**	**$ -**	**$ -**

3. Activity: Evaporator Module Equipment

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Evaporator Module Equipment					$0.00
B.	Evaporator Module Equipment					
C.	Evaporator Module Equipment					
D.	Evaporator Module Equipment					
			Subtotal:	**$ -**	**$ -**	**$ -**

Cash Summary Support Sheet

Applicant : City of Hattiesburg Request No: 9 Grant Number: R-103-06

Contract Number: R-103-205-03-KED

4. Activity: _____

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						$0.00
B.						
C.						
D.						
			Subtotal:	**$0.00**	**$0.00**	**$0.00**

5. Activity: _____

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						$0.00
B.						$0.00
C.						
D.						
			Subtotal:	**$0.00**	**$0.00**	**$0.00**

6. Activity: _____

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						$0.00
B.						
C.						
D.						
			Subtotal:	**$0.00**	**$0.00**	**$0.00**

Cumulative Match Expended To Date:	$1,243,860.00	**GRAND TOTAL:**	**$5,583.33**	**$ -**	**$ 5,583.33**
Cumulative Federal Expended To Date:	$2,408,204.58				

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenditures under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements. I Hereby Certify tthat the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

Johnny DuPree, Mayor

Typed Name and Title of Authorized Official

Signature of Authorized Official

Mississippi Development Authority Consolidated Support Sheet

Applicant: City of Hattiesburg
Request for Cash Number: 9
Contract Number: R-103-205-03-KED
Total Amount Requested: $ 5,583.33

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration	$ 90,000.00	$ 24,166.66	$ 5,583.33	$ 60,250.01
Engineering				$
Specific Line Items as Listed in the Budget:				
Application Preparation	$ 10,000.00	$ 10,000.00		$ -
Architect/Engineering	$ 351,000.00	$ 93,614.59	$ -	$ 257,385.41
Evaporator module Equipment	$ 4,549,000.00	$ 2,274,840.00	$ -	$ 2,274,160.00
		$ -	$ -	$ -
		$ -	$ -	$ -
			$ -	$ -
				$ -
				$ -
				$ -
				$ -
Total Budget	$ 5,000,000.00	$ 2,402,621.25	$ 5,583.33	$ 2,591,795.42

Total Funds Request to Date:	$ 2,408,204.58
Amount of Other Funds Expended to Date:	$1,243,860.00
CDBG Project Balance	$ 2,591,795.42

Period of Projected Cash Needs - Beginning: June 1, 2013 Thru June 30, 2013

TODAY'S DATE	7/30/2013	TOTAL CONTRACT BUDGET	$ 5,000,000.00	
CONTRACT BEGIN DATE (FROM CONTRACT)	2/17/2012	TOTAL AMOUNT SPENT TO DATE	$ 2,408,204.58	
CONTRACT END DATE (FROM CONTRACT)	6/30/2015	% TOTAL CONTRACT BUDGET SPENT	48.16%	
CONTRACT EXTENSION (MONTHS) (ENTER # OF MONTHS OR "0")		% CONTRACT BUDGET REMAINING	51.84%	
FINAL CONTRACT COMPLETION DATE	6/30/2015	CONSTRUCTION BUDGET AMOUNT	$ 4,549,000.00	Enter number from Cash Request.
CONTRACT DURATION (MONTHS)	40.00	TOTAL CONSTRUCTION DOLLARS SPENT TO	$ 2,274,840.00	Enter number from Cash Request.
% OF CONTRACT PERIOD ELAPSED	43.48%	% CONSTRUCTION BUDGET SPENT	50.01%	
% OF CONTRACT PERIOD REMAINING	56.52%			

Urban Planning Consultants, Inc
a Jimmy Gouras Company since 1988

STATEMENT FOR SERVICES RENDERED

CITY OF HATTIESBURG

KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT
ECONOMIC DEVELOPMENT
PROJECT NO. R-103-205-03-KED
WASTEWATER TREATMENT/USA YEAST

June 30, 2013

INVOICE #9554

Monthly Administrative Services Rendered Pertaining Project #R-103-205-03-KED.

Services rendered include overall coordination of project activities; Attending MDA/HUD monitoring visits, meetings, etc.; Maintaining financial records; Preparing the necessary documentation to request funds from MDA; and Providing all other services considered normal administrative services within the course of this Agreement

TOTAL DUE **$ 5,583.33**

Ann Frazier

Ann Frazier OT

1100 Cherry Street • Vicksburg, MS 39183•601-638-7121

City of Hattiesburg, MS

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

Master

File Number: 2013-0483

File ID: 2013-0483 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 08/05/2013

Brief Title: Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 32 for the James Street Water Plant Grant No. R-110-205-02-GZ. **Final Action:** 08/20/2013

Minute Book Number: MB2013-236

Title:

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 32 for the James Street Water Plant Grant No. R-110-205-02-GZ in the amount of $37,531.73.

Notes:

Sponsors: **Enactment Date:**

Attachments: Request for Cash No 32, executed Request for Cash No 32 **Enactment Number:**

Contact: **Meeting Date:** 08/20/2013

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013	Authorize				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 32 for the James Street Water Plant Grant No. R-110-205-02-GZ in the amount of $37,531.73.

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 2013-0483

Title

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 32 for the James Street Water Plant Grant No. R-110-205-02-GZ in the amount of $37,531.73.

Summary

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 32 for the James Street Water Plant Grant No. R-110-205-02-GZ.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Urban Planning Consultants, Inc
a Jimmy Gouras Company since 1988

MEMO

DATE: July 22, 2013
TO: Honorable Johnny L. DuPree
City of Hattiesburg
FROM: Michele Moore
Jimmy G. Gouras Urban Planning
RE: **City of Hattiesburg**
CDBG Project #R-110-205-02-GZ
James Street Water Plant
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. Lyman Well
   Invoice number 2 in the amount of $104,500.00
   For Water Well expense CDBG $37,502.21 Match $66,997.79

2. Jimmy Gouras
   Invoice number 9538 in the amount of $6,941.04
   For Administrative expense **ALREADY PAID**
   moving $29.52 from match to CDBG

Also enclosed is "Request for Cash and Summary Support Sheet No. 32 in the amount of $37,531.73 for payment of the above invoices.

Please have the above invoice and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 32 and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
1100 Cherry Street
Vicksburg, MS 39183

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

REMINDER

From the date of deposit into your account you have only three (3) working days to distribute funds to avoid penalties from MDA.

Enclosures

Mississippi Development Authority
REQUEST FOR CASH

Section A: General Information		Bank Information		Section B: Project Information		
Applicant Name:	City of Hattiesburg	Electronic Transfer	06530027	Grant No.	Contract No.	Request No.
Mailing Address	P.O. Box 1898	Bank Account	4800186627	R-103-06	R-110-205-02-GZ	32
Street Address		Bank Name:	Trustmark National Bank	FOR MDA USE ONLY		
City, State Zip	Hattiesburg, MS 39403-1898	Address	P.O. Box 1071			
Telephone No.	601-554-1014	City, State ZIP	Hattiesburg, MS 39403-1071	Vendor No.		
Fax Number		Telephone No.	601-469-3663			
Email Address		Services Rendered		IDIS Voucher Number		
		From: July 1, 2012	thru: To: May 20, 2013			

Section C: Request Per Activity

Approval for Payment

Signature

Date

	Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Activity Numbers
1	Administration	$ 36,000.00	$ 25,970.48	$ 29.52	$ 10,000.00	
2	Application Preparation	$ 4,000.00	$ 4,000.00		$ -	
3	Architectural/Engineering	$ 211,310.00	$ 211,310.00		$ -	
4	Contingency				$ -	
5	Water Treatment	$ 2,004,771.99	$ 2,004,771.99		$ -	
6	Water Well	$ 243,176.66	$ 205,674.45	$ 37,502.21	$ -	
					$ -	
					$ -	
	Total:	$ 2,499,258.65	$ 2,451,726.92	$ 37,531.73	$ 10,000.00	

I Hereby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Hereby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listec above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

Signature of Authorized Official

Date Signed

Debra Tompkins
Prepared By

7/22/2013
Date Prepared

Johnny DuPree, Mayor
Typed Name and Title of Authorized Official

601-638-7121
Preparer's Telephone No.

Mississippi Development Authority

Cash Summary Support Sheet

Applicant : City of Hattiesburg | Request No: 32 | Grant Number: R-103-06

Period Cost - Beginning July 1, 2012 | Ending Date: May 20, 2013 | Contract Number: R-110-205-02-GZ

1. Activity: Administration

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Administration	Jimmy Gouras	9538	-$6,941.04	-$6,941.04	$0.00
B.	Administration	Jimmy Gouras	9538	$6,941.04	$6,911.52	$29.52
C.						$0.00
D.						$0.00
			Subtotal:	**$0.00**	**$ (29.52)**	**$29.52**

2. Activity: Architect/Engineering

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Architect/Engineering					$0.00
B.	Architect/Engineering					$0.00
C.						
D.						
			Subtotal:	**$ -**	**$ -**	**$ -**

3. Activity: Water Treatment

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Water Treatment	Lyman Well	2	$104,500.00	$66,997.79	$37,502.21
B.	Water Treatment					
C.						
D.						
			Subtotal:	**$ 104,500.00**	**$ 66,997.79**	**$ 37,502.21**

Cash Summary Support Sheet

Applicant : City of Hattiesburg Request No: 32 Grant Number: R-103-06

Contract Number: R-110-205-02-GZ

4. Activity: _____

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						
B.						
C.						
D.						
			Subtotal:			

5. Activity: _____

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						$0.00
w						$0.00
C.						$0.00
D.						$0.00
			Subtotal:	**$0.00**	**$0.00**	**$0.00**

6. Activity: _____

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						$0.00
B.						
C.						
D.						
			Subtotal:	**$0.00**	**$0.00**	**$0.00**

Cumulative Match Expended To Date:	$2,650,149.38	**GRAND TOTAL:**	**$104,500.00**	**$ 66,968.27**	**$ 37,531.73**
Cumulative Federal Expended To Date:	$2,489,258.65				

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenditures under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.
I Hereby Certify tthat the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

Johnny DuPree, Mayor

Typed Name and Title of Authorized Official

Signature of Authorized Official

Mississippi Development Authority Consolidated Support Sheet

Applicant: City of Hattiesburg
Request for Cash Number: 32
Contract Number: R-110-205-02-GZ
Total Amount Requested: $ 37,531.73

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration	$ 36,000.00	$ 25,970.48	$ 29.52	$ 10,000.00
Engineering				$
Specific Line Items as Listed in the Budget:				
Application Preparation	$ 4,000.00	$ 4,000.00		$ -
Architectural/Engineering	$ 211,310.00	$ 211,310.00	$ -	$ -
Contingency				$ -
Water Treatment	$ 2,004,771.99	$ 2,004,771.99	$ -	$ -
Water Well	$ 243,176.66	$ 205,674.45	$ 37,502.21	$ -
				$ -
				$ -
				$ -
				$
Total Budget	$ 2,499,258.65	$ 2,451,726.92	$ 37,531.73	$ 10,000.00

Total Funds Request to Date:				$ 2,489,258.65
Amount of Other Funds Expended to Date:				$2,650,149.38
CDBG Project Balance				$ 10,000.00
Period of Projected Cash Needs - Beginning:	July 1, 2012	Thru	May 20, 2013	

TODAY'S DATE	7/22/2013	TOTAL CONTRACT BUDGET	$ 2,499,258.65	
CONTRACT BEGIN DATE (FROM CONTRACT)	8/8/2008	TOTAL AMOUNT SPENT TO DATE	$ 2,489,258.65	
CONTRACT END DATE (FROM CONTRACT)	8/8/2013	% TOTAL CONTRACT BUDGET SPENT	99.60%	
CONTRACT EXTENSION (MONTHS) (ENTER # OF MONTHS OR "0")		% CONTRACT BUDGET REMAINING	0.40%	
FINAL CONTRACT COMPLETION DATE	8/8/2013	CONSTRUCTION BUDGET AMOUNT	$ 2,247,948.65	Enter number from Cash Request.
CONTRACT DURATION (MONTHS)	60.00	TOTAL CONSTRUCTION DOLLARS SPENT TO	$ 2,247,948.65	Enter number from Cash Request.
% OF CONTRACT PERIOD ELAPSED	99.12%	% CONSTRUCTION BUDGET SPENT	100.00%	
% OF CONTRACT PERIOD REMAINING	0.88%			

Urban Planning Consultants, Inc.
a Jimmy Gouras Company since 1988

STATEMENT FOR SERVICES RENDERED

CITY OF HATTIESBURG

KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT
GO ZONE GRANT
PROJECT NO. R-110-205-02-GZ
Water Plant

July 1, 2012 – April 30, 2013

INVOICE #9538

Monthly Administrative Services Rendered Pertaining Project #R-110-205-02-GZ.

Services rendered include overall coordination of project activities; Attending MDA/HUD monitoring visits, meetings, etc.; Maintaining financial records; Preparing the necessary documentation to request funds from MDA; and Providing all other services considered normal administrative services within the course of this Agreement

TOTAL DUE **$ 6,941.04**

Michele Moore

Michele Moore

1100 Cherry Street • Vicksburg, MS 39183 • 601-638-7121

OR 145227

sdw

Engineering Progress

May 21, 2013

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

RE: 1500 GPM Water Well at Water Plant #2 (Water Well #3)
City of Hattiesburg Lyman Well Company

ATTN: Mr. Bert Kuyrkendall

Dear Mr. Kuyrkendall:

Enclosed please find Pay Application No. 2 for $104,500 for the above referenced project. At this point, construction on the well is progressing very well. As of the date of this letter, Lyman has completed installing the casing pipe. Please do not hesitate to call should you have questions or comments.

Sincerely,

Marcelin Joseph, E.I.

Enclosures

cc: Steve Tingle
Josh Ladner

APPROVED FOR PAYMENT
DATE 5/24/13
SIGNATURE

[redacted] ENTERED

MB 2013-52

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

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: City of Hattiesburg	**PROJECT:**	1500 GPM WATER WELL AT WATER PLANT#2 WATER WELL #3 HATTIESBURG	**APPLICATION NO:** 002 **PERIOD TO:** May 20, 2013 **CONTRACT FOR:** WATER WELL **CONTRACT DATE:** **PROJECT NOS:** R-110-205-02-GZ / / R-110-205-02-GZ	**Distribution to:** OWNER: ARCHITECT: CONTRACTOR: FIELD: OTHER:
FROM CONTRACTOR: Lyman Well Company	**VIA ARCHITECT:**	Shows,Dearman, and Waits		

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 346,000.00
2. NET CHANGE BY CHANGE ORDERS		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 346,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 160,000.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 8,000.00	
b. 0 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 8,000.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 152,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 47,500.00
8. CURRENT PAYMENT DUE		$ 104,500.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 194,000.00	

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

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

CONTRACTOR:
By: _____ Date: 5/20/2013
State of: Mississippi
County of: Harrison
Subscribed and sworn to before me this 20th day of May 2013
Notary Public: _____
My Commission expires: 11-8-16

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 91518 VERONICA JANINE GREENE Commission Expires Nov. 8, 2016 HARRISON COUNTY

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 104,500.00

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

~~ARCHITECT~~ Engineer:
By: _____ Date: 5/21/13

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

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User Notes: (1128555599)

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document, G702™–1992, Application and Certification for Payment, or G736™–2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 002
APPLICATION DATE: 05/20/2013
PERIOD TO:
ARCHITECT'S PROJECT NO: R-110-205-02-GZ

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Test Hole	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %	0.00	2,500.00
2	Casing setting and cementing	110,000.00	0.00	110,000.00	0.00	110,000.00	100.00 %	0.00	5,500.00
3	Screen setting and well development	80,000.00	0.00	0.00	0.00	0.00	0.00 %	80,000.00	0.00
4	Pump Installation	80,000.00	0.00	0.00	0.00	0.00	0.00 %	80,000.00	0.00
5	Master Meter	6,000.00	0.00	0.00	0.00	0.00	0.00 %	6,000.00	0.00
6	Yard Piping	14,000.00	0.00	0.00	0.00	0.00	0.00 %	14,000.00	0.00
7	Electrical work	1,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000.00	0.00
8	8" Ductile Iron Watermain	4,000.00	0.00	0.00	0.00	0.00	0.00 %	4,000.00	0.00
9	Erosion Control	1,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00

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User Notes: (1736067152)

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTAL	$346,000.00	$50,000.00	$110,000.00	$0.00	$160,000.00	46.24 %	$186,000.00	$8,000.00

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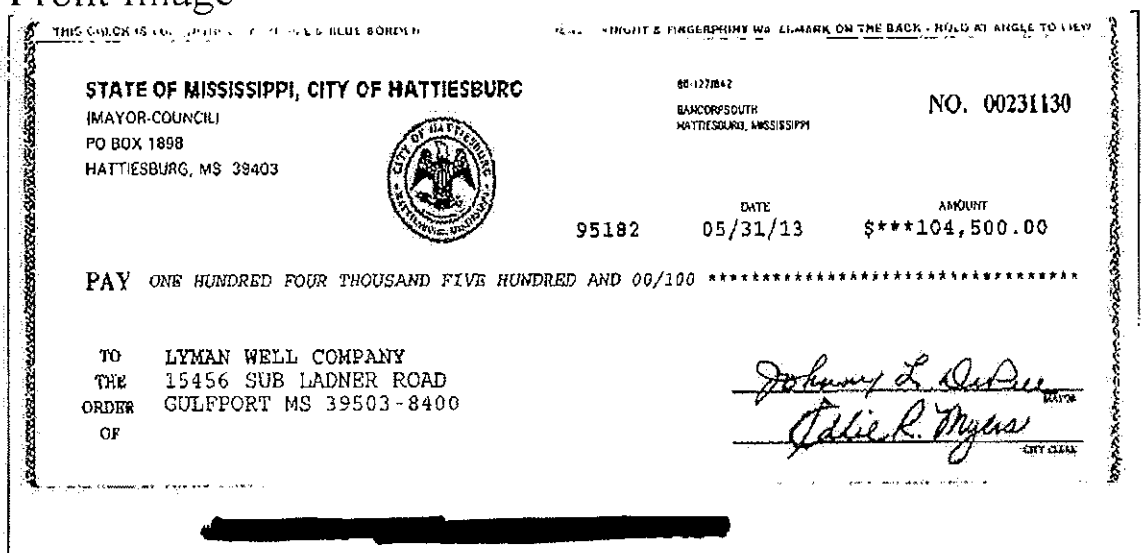
User Notes:
(1736067152)

James St Water Plant

Check Number 231130

Front Image

THIS CHECK IS [illegible] & BLUE BORDER [illegible] WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW



STATE OF MISSISSIPPI, CITY OF HATTIESBURG
(MAYOR-COUNCIL)
PO BOX 1898
HATTIESBURG, MS 39403

88-127/842
BANCORPSOUTH
HATTIESBURG, MISSISSIPPI

NO. 00231130

	DATE	AMOUNT
95182	05/31/13	$***104,500.00

PAY *ONE HUNDRED FOUR THOUSAND FIVE HUNDRED AND 00/100* **********

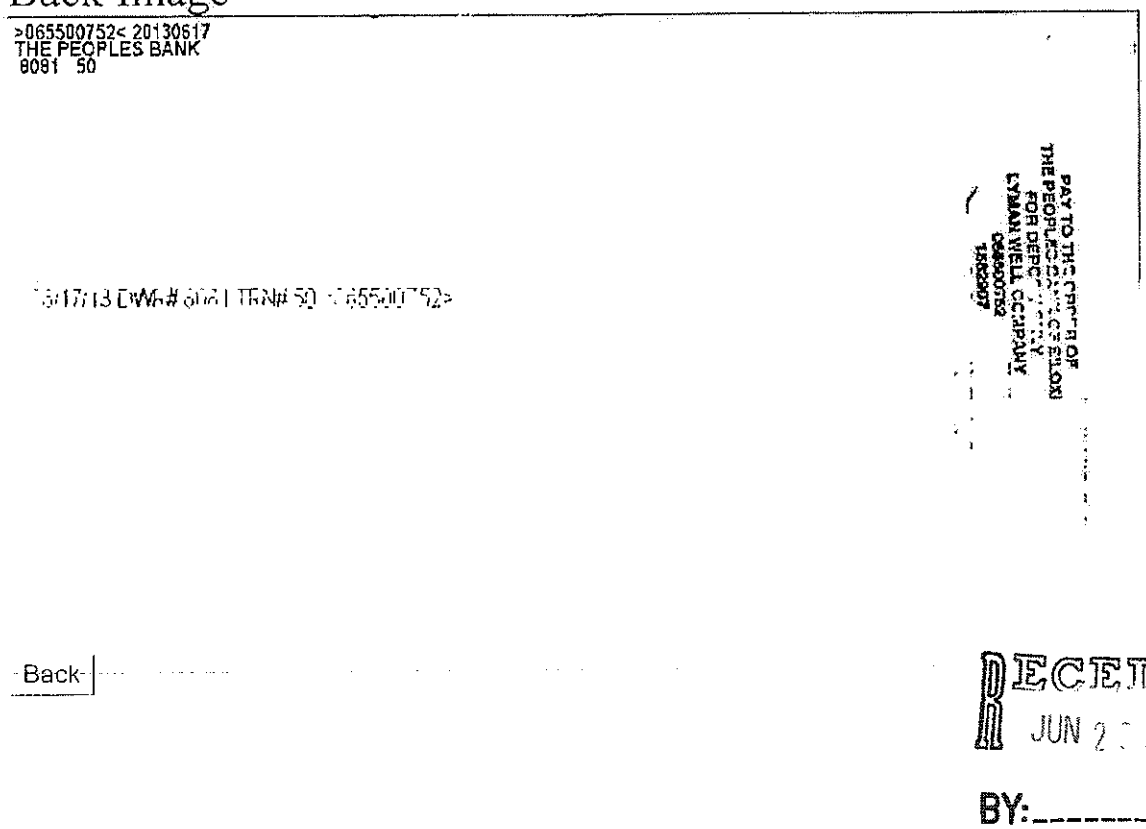
TO THE ORDER OF
LYMAN WELL COMPANY
15456 SUB LADNER ROAD
GULFPORT MS 39503-8400

Johnny L. DePree
MAYOR

Odie R. Myers
CITY CLERK

[redacted]

Back Image



>065500752< 20130617
THE PEOPLES BANK
8081 50

PAY TO THE ORDER OF
THE PEOPLES BANK OF ELLOS
FOR DEPOSIT ONLY
LYMAN WELL COMPANY
065500752
1582907

6/17/13 DWR# 8081 TRN# 50 >065500752>

Back

RECEIVED
JUN 2 [illegible] 2013
BY:_____

STATE OF MISSISSIPPI, CITY OF HATTIESBURG
(MAYOR-COUNCIL)
PO BOX 1898
HATTIESBURG, MS 39403

Stub 1 of 1
Check Date: 05/31/13

NO. 00231130

INVOICE NO.	DATE	PURCHASE ORDER	FUND	CLAIM NO.	AMOUNT PAID
APPL#2 JAMES ST PLANT	05/21/13	00133705	00075	12000086	104,500.00
					104,500.00

95182 LYMAN WELL COMPANY

THIS CHECK IS VOID WITHOUT A PURPLE & BLUE BORDER [illegible]

STATE OF MISSISSIPPI, CITY OF HATTIESBURG
(MAYOR-COUNCIL)
PO BOX 1898
HATTIESBURG, MS 39403

65-127/842
BANCORPSOUTH
HATTIESBURG, MISSISSIPPI

NO. 00231130

	DATE	AMOUNT
95182	05/31/13	$***104,500.00

PAY *ONE HUNDRED FOUR THOUSAND FIVE HUNDRED AND 00/100* **********

TO THE ORDER OF
LYMAN WELL COMPANY
15456 SUB LADNER ROAD
GULFPORT MS 39503-8400

Johnny L. DuBee MAYOR
Idie R. Myers CITY CLERK

[redacted]

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 - 05/29/13

PO No. - 133705

Req No. - 145227

VENDOR MAILING:
LYMAN WELL COMPANY
15456 SUB LADNER ROAD
GULFPORT MS 39503-8400

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2013-52
STATE CONTRACT# copies please
VENDOR # 00095182

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

PROCESSING CODE: RIP

PROJECT LINE: WATER WELL #3 AT JAMES STREET WATER PLANT

SEND METHOD 0 ( )

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
[redacted]	5/21/13 CONSTRUCTION Project: Water Well #3 at James Street Water Plant Period: Through 5/20/13 Invoice: Pay Application No. 2	1.00	EA	104,500.0000	104,500.00

CITY OF HATTIESBURG, MISSISSIPPI

TOTAL CONTRACT AMOUNT NOT TO EXCEED 104,500.00

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

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

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

EDDIE R. MYERS
CITY CLERK

Mississippi Development Authority
REQUEST FOR CASH

Section A: General Information		Bank Information		Section B: Project Information		
Applicant Name:	City of Hattiesburg	Electronic Transfer	06530027	Grant No.	Contract No.	Request No.
Mailing Address	P.O. Box 1898	Bank Account	4800186627	R-103-06	R-110-205-02-GZ	32
Street Address		Bank Name:	Trustmark National Bank	FOR MDA USE ONLY		
City, State Zip	Hattiesburg, MS 39403-1698	Address	P.O. Box 1071	Vendor No.		
Telephone No.	601-554-1014	City, State ZIP	Hattiesburg, MS 39403-1071			
Fax Number		Telephone No.	601-469-3663			
Email Address		Services Rendered		IDIS Voucher Number		
		From: July 1, 2012	Thru: To: May 20, 2013			

Section C: Request Per Activity

Approval for Payment

Signature

Date

	Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Activity Numbers
1	Administration	$ 36,000.00	$ 25,970.48	$ 29.52	$ 10,000.00	
2	Application Preparation	$ 4,000.00	$ 4,000.00		$ -	
3	Architectural/Engineering	$ 211,310.00	$ 211,310.00		$ -	
4	Contingency				$ -	
5	Water Treatment	$ 2,004,771.99	$ 2,004,771.99		$ -	
6	Water Well	$ 243,176.66	$ 205,674.45	$ 37,502.21	$ -	
					$ -	
					$ -	
	Total:	$ 2,499,258.65	$ 2,451,726.92	$ 37,531.73	$ 10,000.00	

I Hereby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Hereby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listec above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

Signature of Authorized Official

8-20-13
Date Signed

Johnny DuPree, Mayor
Typed Name and Title of Authorized Official

Debra Tompkins
Prepared By

7/22/2013
Date Prepared

601-638-7121
Preparer's Telephone No.

Mississippi Development Authority

Cash Summary Support Sheet

Applicant : City of Hattiesburg | Request No: 32 | Grant Number: R-103-06

Period Cost - Beginning July 1, 2012 | Ending Date: May 20, 2013 | Contract Number: R-110-205-02-GZ

1. Activity: Administration

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Administration	Jimmy Gouras	9538	-$6,941.04	-$6,941.04	$0.00
B.	Administration	Jimmy Gouras	9538	$6,941.04	$6,911.52	$29.52
C.						$0.00
D.						$0.00
			Subtotal:	**$0.00**	**$ (29.52)**	**$29.52**

2. Activity: Architect/Engineering

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Architect/Engineering					$0.00
B.	Architect/Engineering					$0.00
C.						
D.						
			Subtotal:	**$ -**	**$ -**	**$ -**

3. Activity: Water Treatment

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Water Treatment	Lyman Well	2	$104,500.00	$66,997.79	$37,502.21
B.	Water Treatment					
C.						
D.						
			Subtotal:	**$ 104,500.00**	**$ 66,997.79**	**$ 37,502.21**

Cash Summary Support Sheet

Applicant : City of Hattiesburg Request No: 32 Grant Number: R-103-06

Contract Number: R-110-205-02-GZ

4. Activity: _____

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						
B.						
C.						
D.						
			Subtotal:			

5. Activity: _____

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						$0.00
w						$0.00
C.						$0.00
D.						$0.00
			Subtotal:	**$0.00**	**$0.00**	**$0.00**

6. Activity: _____

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						$0.00
B.						
C.						
D.						
			Subtotal:	**$0.00**	**$0.00**	**$0.00**

Cumulative Match Expended To Date:	$2,650,149.38	**GRAND TOTAL:**	**$104,500.00**	**$ 66,968.27**	**$ 37,531.73**
Cumulative Federal Expended To Date:	$2,489,258.65			

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenditures under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements. I Hereby Certify tthat the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

Johnny DuPree, Mayor

Typed Name and Title of Authorized Official

Signature of Authorized Official

Mississippi Development Authority Consolidated Support Sheet

Applicant: City of Hattiesburg
Request for Cash Number: 32
Contract Number: R-110-205-02-GZ
Total Amount Requested: $ 37,531.73

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration	$ 36,000.00	$ 25,970.48	$ 29.52	$ 10,000.00
Engineering				$
Specific Line Items as Listed in the Budget:				
Application Preparation	$ 4,000.00	$ 4,000.00		$ -
Architectural/Engineering	$ 211,310.00	$ 211,310.00	$ -	$ -
Contingency				$ -
Water Treatment	$ 2,004,771.99	$ 2,004,771.99	$ -	$ -
Water Well	$ 243,176.66	$ 205,674.45	$ 37,502.21	$ -
				$ -
				$ -
				$ -
				$
Total Budget	$ 2,499,258.65	$ 2,451,726.92	$ 37,531.73	$ 10,000.00

Total Funds Request to Date:			$ 2,489,258.65
Amount of Other Funds Expended to Date:			$2,650,149.38
CDBG Project Balance			$ 10,000.00
Period of Projected Cash Needs - Beginning:	July 1, 2012	Thru	May 20, 2013

TODAY'S DATE	7/22/2013	TOTAL CONTRACT BUDGET	$ 2,499,258.65	
CONTRACT BEGIN DATE (FROM CONTRACT)	8/8/2008	TOTAL AMOUNT SPENT TO DATE	$ 2,489,258.65	
CONTRACT END DATE (FROM CONTRACT)	8/8/2013	% TOTAL CONTRACT BUDGET SPENT	99.60%	
CONTRACT EXTENSION (MONTHS) (ENTER # OF MONTHS OR "0")		% CONTRACT BUDGET REMAINING	0.40%	
FINAL CONTRACT COMPLETION DATE	8/8/2013	CONSTRUCTION BUDGET AMOUNT	$ 2,247,948.65	Enter number from Cash Request.
CONTRACT DURATION (MONTHS)	60.00	TOTAL CONSTRUCTION DOLLARS SPENT TO	$ 2,247,948.65	Enter number from Cash Request.
% OF CONTRACT PERIOD ELAPSED	99.12%	% CONSTRUCTION BUDGET SPENT	100.00%	
% OF CONTRACT PERIOD REMAINING	0.88%			

Urban Planning Consultants Inc
a Jimmy Gouras Company since 1988

STATEMENT FOR SERVICES RENDERED

CITY OF HATTIESBURG

KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT
GO ZONE GRANT
PROJECT NO. R-110-205-02-GZ
Water Plant

July 1, 2012 – April 30, 2013

INVOICE #9538

Monthly Administrative Services Rendered Pertaining Project #R-110-205-02-GZ.

Services rendered include overall coordination of project activities; Attending MDA/HUD monitoring visits, meetings, etc.; Maintaining financial records; Preparing the necessary documentation to request funds from MDA; and Providing all other services considered normal administrative services within the course of this Agreement

TOTAL DUE **$ 6,941.04**

Michele Moore

Michele Moore

1100 Cherry Street • Vicksburg, MS 39183 • 601-638-7121

OR 145227

sdw

Engineering Progress

May 21, 2013

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

RE: 1500 GPM Water Well at Water Plant #2 (Water Well #3)
City of Hattiesburg Lyman Well Company

ATTN: Mr. Bert Kuyrkendall

Dear Mr. Kuyrkendall:

Enclosed please find Pay Application No. 2 for $104,500 for the above referenced project. At this point, construction on the well is progressing very well. As of the date of this letter, Lyman has completed installing the casing pipe. Please do not hesitate to call should you have questions or comments.

Sincerely,

Marcelin Joseph, E.I.

Enclosures

cc: Steve Tingle
Josh Ladner

APPROVED FOR PAYMENT
DATE 5/24/13
SIGNATURE

[redacted] ENTERED

MB 2013-52

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

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: City of Hattiesburg	**PROJECT:**	1500 GPM WATER WELL AT WATER PLANT#2 WATER WELL #3 HATTIESBURG	**APPLICATION NO:** 002 **PERIOD TO:** May 20, 2013 **CONTRACT FOR:** WATER WELL **CONTRACT DATE:** **PROJECT NOS:** R-110-205-02-GZ / / R-110-205-02-GZ	**Distribution to:** OWNER: ARCHITECT: CONTRACTOR: FIELD: OTHER:
FROM CONTRACTOR: Lyman Well Company	**VIA ARCHITECT:**	Shows,Dearman, and Waits		

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 346,000.00
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3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 346,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 160,000.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 8,000.00	
b. 0 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 8,000.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 152,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 47,500.00
8. CURRENT PAYMENT DUE		$ 104,500.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 194,000.00	

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

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

CONTRACTOR:
By: _____ Date: 5/20/2013
State of: Mississippi
County of: Harrison
Subscribed and sworn to before me this 20th day of May 2013
Notary Public: _____
My Commission expires: 11-8-16

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 91516 VERONICA JANINE GREENE Commission Expires Nov. 8, 2016 HARRISON COUNTY

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 104,500.00

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

~~ARCHITECT:~~
By: _____ Date: 5/21/13

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

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User Notes:
(1128555599)

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document, G702™–1992. Application and Certification for Payment, or G736™–2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 002
APPLICATION DATE: 05/20/2013
PERIOD TO:
ARCHITECT'S PROJECT NO: R-110-205-02-GZ

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Test Hole	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %	0.00	2,500.00
2	Casing setting and cementing	110,000.00	0.00	110,000.00	0.00	110,000.00	100.00 %	0.00	5,500.00
3	Screen setting and well development	80,000.00	0.00	0.00	0.00	0.00	0.00 %	80,000.00	0.00
4	Pump Installation	80,000.00	0.00	0.00	0.00	0.00	0.00 %	80,000.00	0.00
5	Master Meter	6,000.00	0.00	0.00	0.00	0.00	0.00 %	6,000.00	0.00
6	Yard Piping	14,000.00	0.00	0.00	0.00	0.00	0.00 %	14,000.00	0.00
7	Electrical work	1,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000.00	0.00
8	8" Ductile Iron Watermain	4,000.00	0.00	0.00	0.00	0.00	0.00 %	4,000.00	0.00
9	Erosion Control	1,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00

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User Notes:
(1736067152)

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTAL	$346,000.00	$50,000.00	$110,000.00	$0.00	$160,000.00	46.24 %	$186,000.00	$8,000.00

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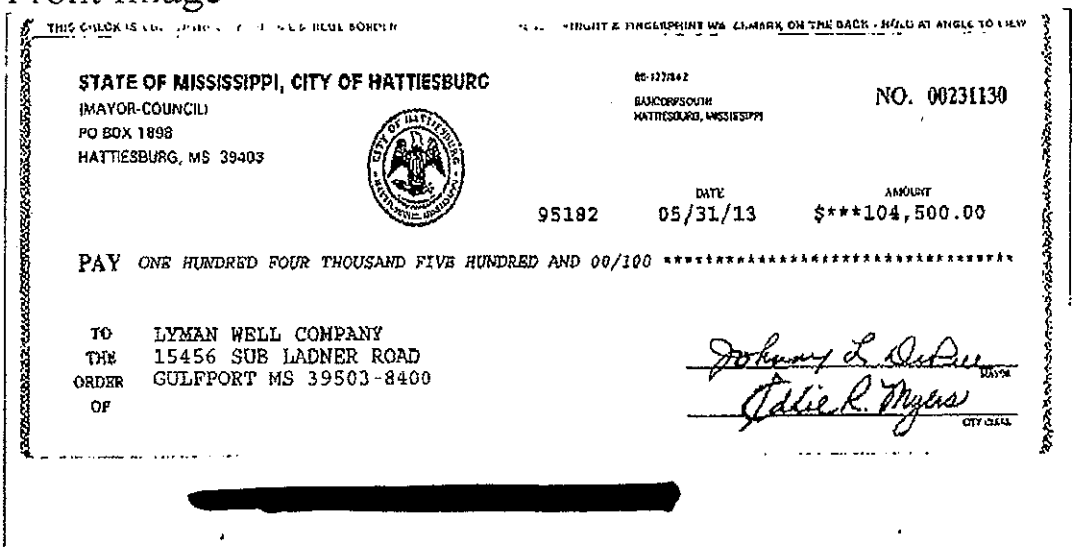
User Notes:
(1736057152)

James St Water Plant

Check Number 231130

Front Image



THIS CHECK IS [illegible] BLUE BORDER [illegible] WEIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

STATE OF MISSISSIPPI, CITY OF HATTIESBURG
(MAYOR-COUNCIL)
PO BOX 1898
HATTIESBURG, MS 39403

BANCORPSOUTH
HATTIESBURG, MISSISSIPPI

NO. 00231130

	DATE	AMOUNT
95182	05/31/13	$***104,500.00

PAY *ONE HUNDRED FOUR THOUSAND FIVE HUNDRED AND 00/100* **********

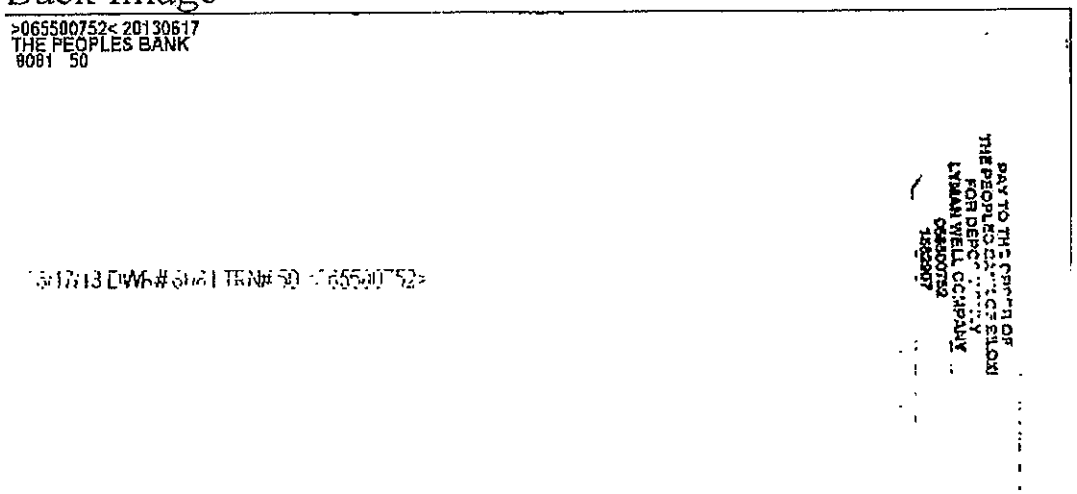
TO THE ORDER OF
LYMAN WELL COMPANY
15456 SUB LADNER ROAD
GULFPORT MS 39503-8400

Johnny L. DuPree
MAYOR

Odie R. Myers
CITY CLERK

[redacted]

Back Image



>065500752< 20130617
THE PEOPLES BANK
8081 50

[illegible]/17/13 DWR# [illegible] TRN# 50 >065500752<

PAY TO THE ORDER OF
THE PEOPLES BANK OF SILOXI
FOR DEPOSIT ONLY
LYMAN WELL COMPANY
065500752
1582907

Back

RECEIVED
JUN 2[illegible] 2013
BY:_____

STATE OF MISSISSIPPI, CITY OF HATTIESBURG
(MAYOR-COUNCIL)
PO BOX 1898
HATTIESBURG, MS 39403

Stub 1 of 1
Check Date: 05/31/13

NO. 00231130

INVOICE NO.	DATE	PURCHASE ORDER	FUND	CLAIM NO.	AMOUNT PAID
APPL#2 JAMES ST PLANT	05/21/13	00133705	00075	12000086	104,500.00
					104,500.00

95182 LYMAN WELL COMPANY

THIS CHECK IS VOID WITHOUT A PURPLE & BLUE BORDER ... AMERICAN PAY WATERMARK ON BACK ...

STATE OF MISSISSIPPI, CITY OF HATTIESBURG
(MAYOR-COUNCIL)
PO BOX 1898
HATTIESBURG, MS 39403

86-127/842
BANCORPSOUTH
HATTIESBURG, MISSISSIPPI

NO. 00231130

	DATE	AMOUNT
95182	05/31/13	$***104,500.00

PAY *ONE HUNDRED FOUR THOUSAND FIVE HUNDRED AND 00/100* **********

TO THE ORDER OF
LYMAN WELL COMPANY
15456 SUB LADNER ROAD
GULFPORT MS 39503-8400

Johnny L. DuBree MAYOR
Dellie R. Myers CITY CLERK

[redacted]

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 - 05/29/13

PO No. - 133705

Req No. - 145227

VENDOR MAILING:
LYMAN WELL COMPANY
15456 SUB LADNER ROAD
GULFPORT MS 39503-8400

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2013-52
STATE CONTRACT# copies please
VENDOR # 00095182

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

PROCESSING CODE: CRIP

SEND METHOD 0 ( )

PROJECT LINE: WATER WELL #3 AT JAMES STREET WATER PLANT

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
[redacted]	5/21/13 CONSTRUCTION Project: Water Well #3 at James Street Water Plant Period: Through 5/20/13 Invoice: Pay Application No. 2	1.00	EA	104,500.0000	104,500.00

CITY OF HATTIESBURG, MISSISSIPPI

TOTAL CONTRACT AMOUNT NOT TO EXCEED 104,500.00

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

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

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

EDDIE R. MYERS
CITY CLERK

City of Hattiesburg, MS

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

Master

File Number: 2013-0524

File ID: 2013-0524 **Type:** Regular Agenda Item **Status:** Passed

Version: 2 **Reference:** **In Control:** City Council

File Created: 08/14/2013

Brief Title: Approve Mississippi Power lighting proposal for Hardy Street from 21st to 25th. **Final Action:** 08/20/2013

Minute Book Number: MB2013-236

Title:

Notes:

Sponsors: **Enactment Date:**

Attachments: Hattiesburng Hardy Street_Lighting_Proposal_08-5-13 **Enactment Number:**

Contact: **Meeting Date:** 08/20/2013

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Dryden to Approve Mississippi Power Company lighting proposal to provide light poles, fixtures, installation and maintenance for Hardy Street area located approximately from 21st Avenue to 25th Avenue; Authorize Mayor to execute contract.

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 2013-0524

2992 West Beach Boulevard
P. O. Box 4079
Gulfport, Mississippi 39502-4079
Tel 228-867-1065

MISSISSIPPI POWER
A SOUTHERN COMPANY

August 5, 2013

City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403

To Bert R. Kuyrkendall:

Mississippi Power Company (MPC) appreciates the opportunity to work with the City of Hattiesburg to provide a lighting proposal for the Hardy Street lighting project located from approximately 21st Ave to Hwy 49.

The advantages of using MPC to provide your lighting installation and maintenance includes our 24 hour call center, over 70 years of lighting experience, quick response from local experienced employees, utility-grade material, and complete maintenance of the lighting installation included in our low monthly payments.

Pricing provided for the Hardy Street lighting project is from your previous selection of pole and fixture. This lighting proposal is based on a photometric layout with an average foot candle of 1.0 for the roadway. All costs shown do not include sales tax. The up-front cost for the installation of the underground circuit to serve the lights is **$55,777.51.**

- (15) 350W Teardrop Fixture with 6' Decorative Arm * $65.64/Fixture = $984.60/month
- (15) 35' Mounting Height Black Aluminum DB Poles with Arlan Base * $47.65/Pole = $714.75/month
- Total Monthly Charge = **$1,699.35**

The monthly charge includes maintenance of the underground conductor, light fixture, lamps, photo cells, and poles plus the energy usage.

Payment of the up-front cost for the lighting installation must be received before construction begins. A five year contract term is required. The pricing in this proposal is good for 60 days. This document contains trade secrets proprietary to Mississippi Power and shall not be disclosed to any other party.

Once you are ready to move forward with the installation or if you have any questions, please give me a call. Thank you again for the opportunity to work with you to provide your lighting needs.

Sincerely,
Matthew Forman
Office: (228) 865-5161
Cell: (228) 990-8551
Fax: (228) 865-5843
mdforman@southernco.com

Attachments: 1

Cc: Cathy Reeves (MPC)
Dondi Sawyer (MPC)

Proprietary and Confidential Information

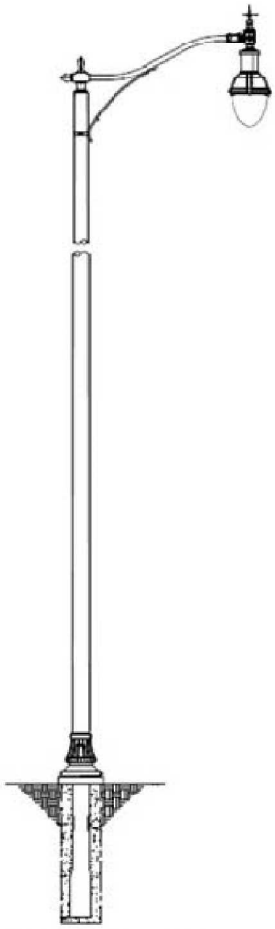
2992 West Beach Boulevard
P. O. Box 4079
Gulfport, Mississippi 39502-4079
Tel 228-867-1065

MISSISSIPPI POWER
A SOUTHERN COMPANY

Hardy Street Lighting Project



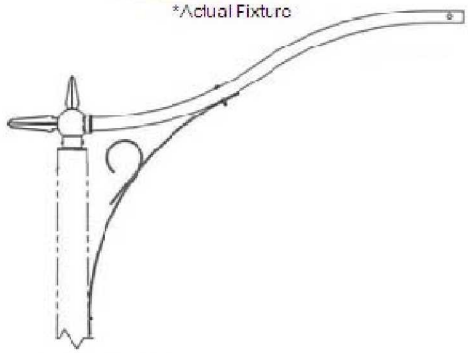
*Lighting Assembly Illustration



*Lighting Assembly Cut-Sheet



*Actual Fixture



*Actual Bracket

Proprietary and Confidential Information

MISSISSIPPI POWER
A SOUTHERN COMPANY

Proprietary and Confidential Information

City of Hattiesburg, MS

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

Master

File Number: 2013-0487

File ID:	2013-0487	**Type:**	Regular Agenda Item	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	08/08/2013
Brief Title:	Housing Repair Grant Award - 609 Stadium Drive			**Final Action:**	08/20/2013
				Minute Book Number:	MB2013-236-237

Title:

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Delois Gaines of 609 Stadium Drive in an amount not to exceed $10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	COHCD Contractor & D. Gaines Agreement 08.07.13, Grant Agreement - D. Gaines ($10K-) 08.07.13, executed COHCD Contractor & D. Gaines Agreement 08.07.13, executed COHCD Contractor & D. Gaines Agreement 08.07.13	**Enactment Number:**	
Contact:		**Meeting Date:**	08/20/2013
Drafter:	Kevin Jordan	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Delois Gaines of 609 Stadium Drive in an amount not to exceed $10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

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

Yeas: 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 2013-0487

Title

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Delois Gaines of 609 Stadium Drive in an amount not to exceed $10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 20th day of August, 2013and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Delois Gaines of 609 Stadium Drive, Hereinafter called Owner, and R3SM, with its principal place of business located at 301 Buschman Street, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 609 Stadium Drive Project by COHCD, said work to be performed on the structure(s)/property located at 609 Stadium Drive, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed**. Fifty dollars ($50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of Nine thousand five hundred dollars and 00/100 ($9,500.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the

Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to 609 Stadium Drive for five (5) years. Homeowner agrees to occupy the reconstructed home for five (5) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the five (5) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2013.

_____ _____

Delois Gaines, Homeowner Date Spouse's Signature Date

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: _____

Attest: _____
City Clerk

Contractor

By: _____

Date: _____

Attest: _____

CITY OF HATTIESBURG
HOUSING REPAIR ($10K-)
GRANT AWARD AGREEMENT

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.

2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.

3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary. The storage company will not move or store these items.

4. _____ I understand that my refrigerator, dishwasher, freezer, washing machine and dryer must be cleaned and emptied when the moving company arrives and that ***the moving company will not*** be responsible for cleaning or mildew of appliances.

5. _____ I understand that I will not be able to remove any of my things out of storage prior to move back.

6. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.

7. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.

8. _____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.

9. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an employee of the City.

10. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **three (3)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**

11. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the ***three*** **(3)** year affordability period.

12. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **three (3)** year affordability period.

13. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.

14. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.

15. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, **Delois Gaines of 609 Stadium Drive,** agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2013.

_____ Homeowner's Signature

_____ Spouse's Signature

GRANT AWARD

The Homeowner(s), Delois Gaines of 609 Stadium Drive, is hereby awarded a Housing Repair Grant for General Repair costs in an amount not to exceed $10,000 on this the 20th day of August, 2013.

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: _____

Attest: _____
City Clerk

Contractor

By: _____

Date: _____

Attest: _____

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT

Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 20th day of August, 2013and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Delois Gaines of 609 Stadium Drive, Hereinafter called Owner, and R3SM, with its principal place of business located at 301 Buschman Street, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 609 Stadium Drive Project by COHCD, said work to be performed on the structure(s)/property located at 609 Stadium Drive, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **Fifty dollars ($50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of Nine thousand five hundred dollars and 00/100 ($9,500.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the

Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to 609 Stadium Drive for five (5) years. Homeowner agrees to occupy the reconstructed home for five (5) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the five (5) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the 20th day of August, 2013.

_____ _____

Delois Gaines, Homeowner Date Spouse's Signature Date

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: 8-20-13

Attest: _____
City Clerk

Contractor

By: _____

Date: _____

Attest: _____

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT

Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

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Delois Gaines, Homeowner Date Spouse's Signature Date

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: 8-20-13

Attest: _____
City Clerk

Contractor

By: _____

Date: _____

Attest: _____

City of Hattiesburg, MS

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

Master

File Number: 2013-0494

File ID: 2013-0494 **Type:** Regular Agenda Item **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 08/12/2013

Brief Title: AIDS Services Coalition - CDBG Public Service Grant Award **Final Action:** 08/20/2013

Minute Book Number: MB2013-237

Title:

Approve Public Service Grant Award to AIDS Services Coalition in an amount not to exceed $5,700.00 and authorize the Mayor to execute aSubrecipient Grant Agreement in connection with the same. {Entitlements}

Notes:

Sponsors: **Enactment Date:**

Attachments: Public Service - AIDS Services Coalition, executed
Public Service - AIDS Services Coalition

Enactment Number:

Contact: **Meeting Date:** 08/20/2013

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve Public Service Grant Award to AIDS Services Coalition in an amount not to exceed $5,700.00 and authorize the Mayor to execute a Subrecipient Grant Agreement in connection with the same. {Entitlements}

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 2013-0494

Title

Approve Public Service Grant Award to AIDS Services Coalition in an amount not to exceed $5,700.00 and authorize the Mayor to execute aSubrecipient Grant Agreement in connection with the same. {Entitlements}

Summary

AIDS Services Coalition - CDBG Public Service Grant Award

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT - SUBRECIPIENT AGREEMENT
PUBLIC SERVICES
AIDS SERVICES COALITION

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 20th day of August, 2013 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and AIDS Services Coalition (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (P.O. Box 169, Hattiesburg, MS 39403) for an amount not to exceed **$5,700.00.** This agreement shall terminate on or before the 31st day of December 2013, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient in the support of operations at the Subrecipient's Hattiesburg transitional shelter for homeless individuals living with HIV/AIDS.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will utilize the CDBG funding to support the programs and capacity of the Hattiesburg shelter location for individuals living with HIV/AIDS. The Subrecipient intends to benefit approximately 40 people including both residents and clients receiving related programmatic support. Services include transitional housing (shelter) for residents as well as supportive services and food pantry for both residents and others in the community living with HIV/AIDS.

Program Delivery

The Subrecipient will track the total number of people as well as the total number of households that benefit from shelter-related services at the Hattiesburg shelter location. It is understood that the nature of the Subrecipient's services – serving individuals living with HIV/AIDS – is such that those individuals/households may be "presumed" to be low- to moderate-income. The accomplishment data reported on this activity will be based on all people (and households) served, regardless of whether or not a participant "completes" a certain program. Any other data based on other aspects of the program may be reported to the Grantee, and ultimately to HUD, in a narrative format.

The Subrecipient will provide the Grantee with Periodic Reports, due October 10 and December 20, reporting all of the data listed above. The Subrecipient will additionally submit ad hoc reports as may be requested by the Grantee.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
First Draw requested (not a deadline)	**August 27, 2013**
Periodic report submitted	**October 10, 2013**
Request final draw (must submit written request by this date if additional time is needed)	**December 9, 2013**
Final report submitted	**December 20, 2013**
Final CDBG-related information entered into IDIS	**December 20, 2013**

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 20th day of August, and end on the 31st day, December, 2013. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

The budget for the activity outlined herein is limited to $5,700.00. The proposed allocation of this budget is as follows, but may be adjusted as allowed in Part VI below.

Beds – mattresses, box springs, etc.	**$4,000.00**
Freezer (food pantry)	**$1,200.00**
Nutritional items / supplements	**$ 500.00**
TOTAL	**$5,700.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$5,700.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	AIDS Services Coalition
City of Hattiesburg Federal & State Programs CDBG 601-545-4558 601-554-1006	Kathy Garner, Executive Director P.O. Box 169 Hattiesburg, MS 39403-0169 Phone: (601) 450-4286 Fax:

VI. SPECIAL CONDITIONS

It is understood that parts of the proposed budget may be variable based on the number of participants in the program. Award funds cannot be drawn for the inventory of items. Requests for funds must be attributable to beneficiaries/participants of the program.

The Subrecipient is expected to make every effort to fulfill the terms of the award, to include the proposed accomplishments and the amounts expended according to the budgeted line items in Part III. It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to budget line items that are less than 10% may be made without prior approval, but should be noted in the next periodic report. Cumulative adjustments of 10% or more require prior written approval.

If applicable, Requests for Funds must accompany documentation verifying the applicable time period, the number of hours worked, and the wage rate earned (i.e. timesheets with verification of payments or copies of paystubs with all necessary information).

Property, equipment, or other assets acquired with CDBG funds must continue to benefit low/mod income activities in the event that the activity outlined herein is discontinued. The use of such assets on CDBG-eligible activities other than those outlined herein require the written consent of the Grantee. Such property or its value must be returned to the City's CDBG program in the event that the activities outlined herein cease and a suitable alternative activity is not available.

Exhibit A, attached, includes the Subrecipient's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Subrecipient Agreement, contained herein.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

Facility Improvements

Any improvements made to the facility, or fixtures or equipment purchased as part of this agreement are to remain as permanent additions to the facility and property of the City's CDBG Program as long as the Subrecipient maintains the facility and in the event that the Subrecipient discontinues its program and/or vacates the facility.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

   The Subrecipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

   The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as

applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State of Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program

income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs
   If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.
3. Payment Procedures
   The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.
4. Progress Reports
   The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement
   1. Compliance
      The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.
   2. OMB Standards
      Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.
   3. Travel
      The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets
   The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:
   1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
   2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
   3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

   The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

   The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

   This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

   The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

   The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

   The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by

businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records
   The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
4. Notifications
   The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement
   The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
6. Subcontract Provisions
   The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity
   The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
2. Labor Standards
   The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

   The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.
3. "Section 3" Clause
   a. Compliance
      Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

      The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

   The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

   The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

   a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
   b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
   c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

   The Subrecipient hereby certifies that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
   c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
   d. Lobbying Certification

      This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

   If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

   The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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: _____
Eddie Myers, City Clerk
Date: _____

AIDS Services Coalition

By: _____
Kathy Garner, Executive Director
Date: _____

Attest: _____

Date: _____

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT - SUBRECIPIENT AGREEMENT
PUBLIC SERVICES
AIDS SERVICES COALITION

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 20th day of August, 2013 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and AIDS Services Coalition (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (P.O. Box 169, Hattiesburg, MS 39403) for an amount not to exceed **$5,700.00.** This agreement shall terminate on or before the 31st day of December 2013, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient in the support of operations at the Subrecipient's Hattiesburg transitional shelter for homeless individuals living with HIV/AIDS.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will utilize the CDBG funding to support the programs and capacity of the Hattiesburg shelter location for individuals living with HIV/AIDS. The Subrecipient intends to benefit approximately 40 people including both residents and clients receiving related programmatic support. Services include transitional housing (shelter) for residents as well as supportive services and food pantry for both residents and others in the community living with HIV/AIDS.

Program Delivery

The Subrecipient will track the total number of people as well as the total number of households that benefit from shelter-related services at the Hattiesburg shelter location. It is understood that the nature of the Subrecipient's services – serving individuals living with HIV/AIDS – is such that those individuals/households may be "presumed" to be low- to moderate-income. The accomplishment data reported on this activity will be based on all people (and households) served, regardless of whether or not a participant "completes" a certain program. Any other data based on other aspects of the program may be reported to the Grantee, and ultimately to HUD, in a narrative format.

The Subrecipient will provide the Grantee with Periodic Reports, due October 10 and December 20, reporting all of the data listed above. The Subrecipient will additionally submit ad hoc reports as may be requested by the Grantee.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
First Draw requested (not a deadline)	**August 27, 2013**
Periodic report submitted	**October 10, 2013**
Request final draw (must submit written request by this date if additional time is needed)	**December 9, 2013**
Final report submitted	**December 20, 2013**
Final CDBG-related information entered into IDIS	**December 20, 2013**

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 20th day of August, and end on the 31st day, December, 2013. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

The budget for the activity outlined herein is limited to $5,700.00. The proposed allocation of this budget is as follows, but may be adjusted as allowed in Part VI below.

Beds – mattresses, box springs, etc.	**$4,000.00**
Freezer (food pantry)	**$1,200.00**
Nutritional items / supplements	**$ 500.00**
TOTAL	**$5,700.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$5,700.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	AIDS Services Coalition
City of Hattiesburg Federal & State Programs CDBG 601-545-4558 601-554-1006	Kathy Garner, Executive Director P.O. Box 169 Hattiesburg, MS 39403-0169 Phone: (601) 450-4286 Fax:

VI. SPECIAL CONDITIONS

It is understood that parts of the proposed budget may be variable based on the number of participants in the program. Award funds cannot be drawn for the inventory of items. Requests for funds must be attributable to beneficiaries/participants of the program.

The Subrecipient is expected to make every effort to fulfill the terms of the award, to include the proposed accomplishments and the amounts expended according to the budgeted line items in Part III. It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to budget line items that are less than 10% may be made without prior approval, but should be noted in the next periodic report. Cumulative adjustments of 10% or more require prior written approval.

If applicable, Requests for Funds must accompany documentation verifying the applicable time period, the number of hours worked, and the wage rate earned (i.e. timesheets with verification of payments or copies of paystubs with all necessary information).

Property, equipment, or other assets acquired with CDBG funds must continue to benefit low/mod income activities in the event that the activity outlined herein is discontinued. The use of such assets on CDBG-eligible activities other than those outlined herein require the written consent of the Grantee. Such property or its value must be returned to the City's CDBG program in the event that the activities outlined herein cease and a suitable alternative activity is not available.

Exhibit A, attached, includes the Subrecipient's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Subrecipient Agreement, contained herein.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

Facility Improvements

Any improvements made to the facility, or fixtures or equipment purchased as part of this agreement are to remain as permanent additions to the facility and property of the City's CDBG Program as long as the Subrecipient maintains the facility and in the event that the Subrecipient discontinues its program and/or vacates the facility.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as

applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State of Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program

income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs
   If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.
3. Payment Procedures
   The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.
4. Progress Reports
   The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement
   1. Compliance
      The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.
   2. OMB Standards
      Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.
   3. Travel
      The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets
   The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:
   1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
   2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
   3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by

businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records
   The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
4. Notifications
   The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement
   The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
6. Subcontract Provisions
   The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity
   The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
2. Labor Standards
   The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

   The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.
3. "Section 3" Clause
   a. Compliance
      Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

      The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act
   The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
4. Conflict of Interest
   The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:
   a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
   b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
   c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.
5. Lobbying
   The Subrecipient hereby certifies that:
   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
   c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
   d. Lobbying Certification
      This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
6. Copyright
   If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
7. Religious Activities
   The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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: 8-20-2013

Attest: _____
Eddie Myers, City Clerk
Date: 8-20-2013

AIDS Services Coalition

By: _____
Kathy Garner, Executive Director
Date: 8-20-13

Attest: _____

Date: 8-20-13

City of Hattiesburg, MS

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

Master

File Number: 2013-0495

File ID: 2013-0495 **Type:** Regular Agenda Item **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 08/12/2013

Brief Title: Domestic Abuse Family Shelter - CDBG Public Service Grant Award **Final Action:** 08/20/2013

Minute Book Number: MB2013-237

Title:

Approve Public Service Grant Award to Domestic Abuse Family Shelter in an amount not to exceed $15,000.00 and authorize the Mayor to execute aSubrecipient Grant Agreement in connection with the same. {Entitlements}

Notes:

Sponsors: **Enactment Date:**

Attachments: Public Service - Domestic Abuse Family Shelter, executed Public Service - Domestic Abuse Family Shelter **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	08/20/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Approve Public Service Grant Award to Domestic Abuse Family Shelter in an amount not to exceed $15,000.00 and authorize the Mayor to execute a Subrecipient Grant Agreement in connection with the same. {Entitlements}

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 2013-0495

Title

Approve Public Service Grant Award to Domestic Abuse Family Shelter in an amount not to exceed $15,000.00 and authorize the Mayor to execute aSubrecipient Grant Agreement in connection with the same. {Entitlements}

Summary

Domestic Abuse Family Shelter - CDBG Public Service Grant Award

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT - SUBRECIPIENT AGREEMENT
PUBLIC SERVICES
DOMESTIC ABUSE FAMILY SHELTER

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 20th day of August, 2013 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Domestic Abuse Family Shelter (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (P.O. Box 1504, 39403-1504) for an amount not to exceed **$15,000.00.** This agreement shall terminate on or before the 31st day of December 2013, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient in the support of operations and programming at the Subrecipient's Hattiesburg shelter for victims of domestic violence.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will utilize the CDBG funding to support public service programs for clients at its Hattiesburg shelter location for victims of domestic abuse. The Subrecipient intends to benefit approximately 100 people including adults and children. Services include 24-hour emergency shelter and related room and board for victims, educational programming, counseling services, referral services, life-skills training, child care, and other related activities.

Program Delivery

The Subrecipient will track the total number of people as well as the total number of households that benefit from any of its services housed in the Hattiesburg shelter location. The Subrecipient will collect demographic and income data on all participants and will maintain appropriate client files. It is understood that the nature of the subrecipient's services – serving battered spouses and/or abused children – is such that those individuals may be "presumed" to be low- to moderate-income. The accomplishment data reported on this activity will be based on all people (and households) served, regardless of whether or not a participant "completes" a certain program. Any other data based on other aspects of the program may be reported to the Grantee, and ultimately to HUD, in a narrative format.

The Subrecipient will provide the Grantee with Periodic Reports, due October 10 and December 20, reporting all of the data listed above. The Subrecipient will additionally submit ad hoc reports as may be requested by the Grantee.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
First Draw requested (not a deadline)	**August 27, 2013**
Periodic report submitted	**October 10, 2013**
Request final draw (must submit written request by this date if additional time is needed)	**December 9, 2013**
Final report submitted	**December 20, 2013**
Final CDBG-related information entered into IDIS	**December 20, 2013**

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 20th day of August, and end on the 31st day, December, 2013. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

The budget for the activity outlined herein is limited to $15,000.00. The proposed allocation of this budget is as follows, but may be adjusted as allowed in Part VI below.

Food, Supplies, Consumables, Etc.	**$4,500.00**
Programs and related Materials, Client Services	**$4,500.00**
Shelter Operations – utilities, maintenance, insurance, etc.	**$6,000.00**
TOTAL	**$15,000.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$15,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Domestic Abuse Family Shelter
City of Hattiesburg Federal & State Programs CDBG 601-545-4558 601-554-1006	Becky Sims, Executive Director P.O. Box 1504 Hattiesburg, MS 39403-1504 Phone: (601) 428-1707 Fax:

VI. SPECIAL CONDITIONS

It is understood that parts of the proposed budget may be variable based on the number of participants in the program. Award funds cannot be drawn for the inventory of items. Requests for funds must be attributable to beneficiaries/participants of the program.

The Subrecipient is expected to make every effort to fulfill the terms of the award, to include the proposed accomplishments and the amounts expended according to the budgeted line items in Part III. It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to budget line items that are less than 10% may be made without prior approval, but should be noted in the next periodic report. Cumulative adjustments of 10% or more require prior written approval.

If applicable, Requests for Funds must accompany documentation verifying the applicable time period, the number of hours worked, and the wage rate earned (i.e. timesheets with verification of payments or copies of paystubs with all necessary information).

Property, equipment, or other assets acquired with CDBG funds must continue to benefit low/mod income activities in the event that the activity outlined herein is discontinued. The use of such assets on CDBG-eligible activities other than those outlined herein require the written consent of the Grantee. Such property or its value must be returned to the City's CDBG program in the event that the activities outlined herein cease and a suitable alternative activity is not available.

Exhibit A, attached, includes the Subrecipient's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Subrecipient Agreement, contained herein.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

Facility Improvements

Any improvements made to the facility, or fixtures or equipment purchased as part of this agreement are to remain as permanent additions to the facility and property of the City's CDBG Program as long as the Subrecipient maintains the facility and in the event that the Subrecipient discontinues its program and/or vacates the facility.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees

to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"
Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless
The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation
The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding
The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition
The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments
The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination
In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards
The Subrecipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

   The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

   The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

   a. Records providing a full description of each activity undertaken;
   b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
   c. Records required to determine the eligibility of activities;
   d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
   e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
   f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
   g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

   The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

   The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

   The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State of Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

   The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

   All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income
   The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.
2. Indirect Costs
   If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.
3. Payment Procedures
   The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.
4. Progress Reports
   The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement
1. Compliance
   The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.
2. OMB Standards
   Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.
3. Travel
   The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets
The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:
1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b)

retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

   The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

   The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

   This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

   The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

   The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

   The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group

members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records
   The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
4. Notifications
   The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement
   The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
6. Subcontract Provisions
   The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions
   1. Prohibited Activity
      The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
   2. Labor Standards
      The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

      The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.
   3. "Section 3" Clause
      a. Compliance
         Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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: _____
Eddie Myers, City Clerk
Date: _____

Domestic Abuse Family Shelter

By: _____
Becky Sims, Executive Director
Date: _____

Attest: _____

Date: _____

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT - SUBRECIPIENT AGREEMENT
PUBLIC SERVICES
DOMESTIC ABUSE FAMILY SHELTER

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 20th day of August, 2013 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Domestic Abuse Family Shelter (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (P.O. Box 1504, 39403-1504) for an amount not to exceed **$15,000.00.** This agreement shall terminate on or before the 31st day of December 2013, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient in the support of operations and programming at the Subrecipient's Hattiesburg shelter for victims of domestic violence.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will utilize the CDBG funding to support public service programs for clients at its Hattiesburg shelter location for victims of domestic abuse. The Subrecipient intends to benefit approximately 100 people including adults and children. Services include 24-hour emergency shelter and related room and board for victims, educational programming, counseling services, referral services, life-skills training, child care, and other related activities.

Program Delivery

The Subrecipient will track the total number of people as well as the total number of households that benefit from any of its services housed in the Hattiesburg shelter location. The Subrecipient will collect demographic and income data on all participants and will maintain appropriate client files. It is understood that the nature of the subrecipient's services – serving battered spouses and/or abused children – is such that those individuals may be "presumed" to be low- to moderate-income. The accomplishment data reported on this activity will be based on all people (and households) served, regardless of whether or not a participant "completes" a certain program. Any other data based on other aspects of the program may be reported to the Grantee, and ultimately to HUD, in a narrative format.

The Subrecipient will provide the Grantee with Periodic Reports, due October 10 and December 20, reporting all of the data listed above. The Subrecipient will additionally submit ad hoc reports as may be requested by the Grantee.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
First Draw requested (not a deadline)	**August 27, 2013**
Periodic report submitted	**October 10, 2013**
Request final draw (must submit written request by this date if additional time is needed)	**December 9, 2013**
Final report submitted	**December 20, 2013**
Final CDBG-related information entered into IDIS	**December 20, 2013**

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 20th day of August, and end on the 31st day, December, 2013. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

The budget for the activity outlined herein is limited to $15,000.00. The proposed allocation of this budget is as follows, but may be adjusted as allowed in Part VI below.

Food, Supplies, Consumables, Etc.	**$4,500.00**
Programs and related Materials, Client Services	**$4,500.00**
Shelter Operations – utilities, maintenance, insurance, etc.	**$6,000.00**
TOTAL	**$15,000.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$15,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Domestic Abuse Family Shelter
City of Hattiesburg Federal & State Programs CDBG 601-545-4558 601-554-1006	Becky Sims, Executive Director P.O. Box 1504 Hattiesburg, MS 39403-1504 Phone: (601) 428-1707 Fax:

VI. SPECIAL CONDITIONS

It is understood that parts of the proposed budget may be variable based on the number of participants in the program. Award funds cannot be drawn for the inventory of items. Requests for funds must be attributable to beneficiaries/participants of the program.

The Subrecipient is expected to make every effort to fulfill the terms of the award, to include the proposed accomplishments and the amounts expended according to the budgeted line items in Part III. It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to budget line items that are less than 10% may be made without prior approval, but should be noted in the next periodic report. Cumulative adjustments of 10% or more require prior written approval.

If applicable, Requests for Funds must accompany documentation verifying the applicable time period, the number of hours worked, and the wage rate earned (i.e. timesheets with verification of payments or copies of paystubs with all necessary information).

Property, equipment, or other assets acquired with CDBG funds must continue to benefit low/mod income activities in the event that the activity outlined herein is discontinued. The use of such assets on CDBG-eligible activities other than those outlined herein require the written consent of the Grantee. Such property or its value must be returned to the City's CDBG program in the event that the activities outlined herein cease and a suitable alternative activity is not available.

Exhibit A, attached, includes the Subrecipient's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Subrecipient Agreement, contained herein.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

Facility Improvements

Any improvements made to the facility, or fixtures or equipment purchased as part of this agreement are to remain as permanent additions to the facility and property of the City's CDBG Program as long as the Subrecipient maintains the facility and in the event that the Subrecipient discontinues its program and/or vacates the facility.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees

to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"
Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless
The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation
The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding
The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition
The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments
The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination
In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards
The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State of Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income
   The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.
2. Indirect Costs
   If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.
3. Payment Procedures
   The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.
4. Progress Reports
   The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement
1. Compliance
   The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.
2. OMB Standards
   Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.
3. Travel
   The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets
The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:
1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b)

retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group

members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records
   The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
4. Notifications
   The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement
   The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
6. Subcontract Provisions
   The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions
   1. Prohibited Activity
      The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
   2. Labor Standards
      The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

      The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.
   3. "Section 3" Clause
      a. Compliance
         Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process
The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act
The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest
The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:
   a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
   b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
   c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying
The Subrecipient hereby certifies that:
   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
   c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
   d. Lobbying Certification
   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright
If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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: 8-20-2013

Attest: _____
Eddie Myers, City Clerk
Date: 8-20-2013

Domestic Abuse Family Shelter

By: _____
Becky Sims, Executive Director
Date: 8-20-13

Attest: _____

Date: 8-20-13

City of Hattiesburg, MS

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

Master

File Number: 2013-0496

File ID: 2013-0496 **Type:** Regular Agenda Item **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 08/12/2013

Brief Title: First Tee of the Pinebelt - CDBG Public Service Grant Award **Final Action:** 08/20/2013

Minute Book Number: MB2013-237

Title:

Approve Public Service Grant Award to The First Tee of the Pinebelt in an amount not to exceed $13,050.00 and authorize the Mayor to execute a Subrecipient Grant Agreement in connection with the same. {Entitlements}

Notes:

Sponsors: **Enactment Date:**

Attachments: Public Service - First Tee of the Pinebelt, executed
Public Service - First Tee of the Pinebelt

Enactment Number:

Contact: **Meeting Date:** 08/20/2013

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve Public Service Grant Award to The First Tee of the Pinebelt in an amount not to exceed $13,050.00 and authorize the Mayor to execute a Subrecipient Grant Agreement in connection with the same. {Entitlements}

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 2013-0496

Title

Approve Public Service Grant Award to The First Tee of the Pinebelt in an amount not to exceed $13,050.00 and authorize the Mayor to execute a Subrecipient Grant Agreement in connection with the same. {Entitlements}

Summary

First Tee of the Pinebelt - CDBG Public Service Grant Award

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT - SUBRECIPIENT AGREEMENT
PUBLIC SERVICES
FIRST TEE OF THE PINEBELT

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 20th day of August, 2013 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and First Tee of the Pinebelt (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (301 Barry Street) for an amount not to exceed **$13,050.00.** This agreement shall terminate on or before the 31st day of December 2013, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient in implementing a Public Service program in the City of Hattiesburg, specifically providing Youth Services to at-risk youth, predominately from low- to moderate-income households.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will utilize the CDBG funding to provide educational and recreational opportunities to youth, predominately from low- to moderate-income households. The Subrecipient will use the sport of golf as a mechanism to teach life skills and positive values, as well as the game of golf. The Subrecipient provides service to youth ages 7 to 17 in a year-round program. Approximately 120 people are projected to benefit from this service.

Program Delivery

The Subrecipient will collect demographic and income data on all participants of its program during the award period and will maintain appropriate client files. The accomplishment data reported on this activity will be based on the total number of participants, regardless of whether or not each participant receives benefits directly funded by the CDBG award, and regardless of whether or not the participant(s) successfully complete any program or course. Any other relevant data will be reported to HUD in a narrative format.

The Subrecipient will provide the Grantee with Periodic Reports, due October 10 and December 20, reporting all of the data listed above. The Subrecipient will additionally submit ad hoc reports as may be requested by the Grantee.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
First Draw requested (not a deadline)	**August 27, 2013**
Periodic report submitted	**October 10, 2013**
Request final draw (must submit written request by this date if additional time is needed)	**December 9, 2013**
Final report submitted	**December 20, 2013**
Final CDBG-related information entered into IDIS	**December 20, 2013**

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 20th day of August, and end on the 31st day, December, 2013. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

The budget for the activity outlined herein is limited to $12,050.00. The proposed allocation of this budget is as follows, but may be adjusted as allowed in Part VI below.

Salaries, Wages, Fringes, etc.	**$10,850.00**
Training and Education (staff)	**$ 1,200.00**
Participant Uniforms	**$1,000.00**
TOTAL	**$13,050.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$13,050.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	The First Tee of the Pinebelt
City of Hattiesburg Federal & State Programs CDBG 601-545-4558 601-554-1006	Sandra Thompson, Executive Director 301 Barry Street Hattiesburg, MS 39401 Phone: (601) 596-5393 Fax:

VI. SPECIAL CONDITIONS

It is understood that parts of the proposed budget may be variable based on the number of participants in the program. Award funds cannot be drawn for the inventory of items. Requests for funds must be attributable to beneficiaries/participants of the program.

The Subrecipient is expected to make every effort to fulfill the terms of the award, to include the proposed accomplishments and the amounts expended according to the budgeted line items in Part III. It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to budget line items that are less than 10% may be made without prior approval, but should be noted in the next periodic report. Cumulative adjustments of 10% or more require prior written approval.

If applicable, Requests for Funds must accompany documentation verifying the applicable time period, the number of hours worked, and the wage rate earned (i.e. timesheets with verification of payments or copies of paystubs with all necessary information).

Property, equipment, or other assets acquired with CDBG funds must continue to benefit low/mod income activities in the event that the activity outlined herein is discontinued. The use of such assets on CDBG-eligible activities other than those outlined herein require the written consent of the Grantee. Such property or its value must be returned to the City's CDBG program in the event that the activities outlined herein cease and a suitable alternative activity is not available.

Exhibit A, attached, includes the Subrecipient's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Subrecipient Agreement, contained herein.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

Facility Improvements

Any improvements made to the facility, or fixtures or equipment purchased as part of this agreement are to remain as permanent additions to the facility and property of the City's CDBG Program as long as the Subrecipient maintains the facility and in the event that the Subrecipient discontinues its program and/or vacates the facility.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

   The Subrecipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

   The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as

applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State of Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program

income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs
   If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.
3. Payment Procedures
   The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.
4. Progress Reports
   The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement
   1. Compliance
      The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.
   2. OMB Standards
      Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.
   3. Travel
      The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets
   The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:
   1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
   2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
   3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

   The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

   The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

   This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

   The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

   The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

   The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by

businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records
   The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
4. Notifications
   The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement
   The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
6. Subcontract Provisions
   The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions
   1. Prohibited Activity
      The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
   2. Labor Standards
      The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

      The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.
   3. "Section 3" Clause
      a. Compliance
         Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

         The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

   The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

   The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

   a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
   b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
   c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

   The Subrecipient hereby certifies that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
   c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
   d. Lobbying Certification

      This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

   If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

   The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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: _____
Eddie Myers, City Clerk
Date: _____

The First Tee of the Pinebelt

By: _____
Sandra Thompson, Executive Director
Date: _____

Attest: _____

Date: _____

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT - SUBRECIPIENT AGREEMENT
PUBLIC SERVICES
FIRST TEE OF THE PINEBELT

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 20th day of August, 2013 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and First Tee of the Pinebelt (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (301 Barry Street) for an amount not to exceed **$13,050.00.** This agreement shall terminate on or before the 31st day of December 2013, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient in implementing a Public Service program in the City of Hattiesburg, specifically providing Youth Services to at-risk youth, predominately from low- to moderate-income households.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will utilize the CDBG funding to provide educational and recreational opportunities to youth, predominately from low- to moderate-income households. The Subrecipient will use the sport of golf as a mechanism to teach life skills and positive values, as well as the game of golf. The Subrecipient provides service to youth ages 7 to 17 in a year-round program. Approximately 120 people are projected to benefit from this service.

Program Delivery

The Subrecipient will collect demographic and income data on all participants of its program during the award period and will maintain appropriate client files. The accomplishment data reported on this activity will be based on the total number of participants, regardless of whether or not each participant receives benefits directly funded by the CDBG award, and regardless of whether or not the participant(s) successfully complete any program or course. Any other relevant data will be reported to HUD in a narrative format.

The Subrecipient will provide the Grantee with Periodic Reports, due October 10 and December 20, reporting all of the data listed above. The Subrecipient will additionally submit ad hoc reports as may be requested by the Grantee.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
First Draw requested (not a deadline)	**August 27, 2013**
Periodic report submitted	**October 10, 2013**
Request final draw (must submit written request by this date if additional time is needed)	**December 9, 2013**
Final report submitted	**December 20, 2013**
Final CDBG-related information entered into IDIS	**December 20, 2013**

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 20th day of August, and end on the 31st day, December, 2013. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

13,050.00 AE 8/20/13

The budget for the activity outlined herein is limited to ~~$12,050.00~~. The proposed allocation of this budget is as follows, but may be adjusted as allowed in Part VI below.

Salaries, Wages, Fringes, etc.	**$10,850.00**
Training and Education (staff)	**$ 1,200.00**
Participant Uniforms	**$1,000.00**
TOTAL	**$13,050.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$13,050.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	The First Tee of the Pinebelt
City of Hattiesburg Federal & State Programs CDBG 601-545-4558 601-554-1006	Sandra Thompson, Executive Director 301 Barry Street Hattiesburg, MS 39401 Phone: (601) 596-5393 Fax:

VI. SPECIAL CONDITIONS

It is understood that parts of the proposed budget may be variable based on the number of participants in the program. Award funds cannot be drawn for the inventory of items. Requests for funds must be attributable to beneficiaries/participants of the program.

The Subrecipient is expected to make every effort to fulfill the terms of the award, to include the proposed accomplishments and the amounts expended according to the budgeted line items in Part III. It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to budget line items that are less than 10% may be made without prior approval, but should be noted in the next periodic report. Cumulative adjustments of 10% or more require prior written approval.

If applicable, Requests for Funds must accompany documentation verifying the applicable time period, the number of hours worked, and the wage rate earned (i.e. timesheets with verification of payments or copies of paystubs with all necessary information).

Property, equipment, or other assets acquired with CDBG funds must continue to benefit low/mod income activities in the event that the activity outlined herein is discontinued. The use of such assets on CDBG-eligible activities other than those outlined herein require the written consent of the Grantee. Such property or its value must be returned to the City's CDBG program in the event that the activities outlined herein cease and a suitable alternative activity is not available.

Exhibit A, attached, includes the Subrecipient's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Subrecipient Agreement, contained herein.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

Facility Improvements

Any improvements made to the facility, or fixtures or equipment purchased as part of this agreement are to remain as permanent additions to the facility and property of the City's CDBG Program as long as the Subrecipient maintains the facility and in the event that the Subrecipient discontinues its program and/or vacates the facility.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as

applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State of Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program

income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs
   If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.
3. Payment Procedures
   The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.
4. Progress Reports
   The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement
   1. Compliance
      The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.
   2. OMB Standards
      Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.
   3. Travel
      The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets
   The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:
   1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
   2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
   3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by

businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records
   The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
4. Notifications
   The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement
   The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
6. Subcontract Provisions
   The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity
   The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
2. Labor Standards
   The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

   The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.
3. "Section 3" Clause
   a. Compliance
      Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

      The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act
   The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
4. Conflict of Interest
   The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:
   a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
   b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
   c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.
5. Lobbying
   The Subrecipient hereby certifies that:
   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
   c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
   d. Lobbying Certification
      This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
6. Copyright
   If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
7. Religious Activities
   The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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. DuFree, Mayor
Date: 8-20-2013

Attest: _____
Eddie Myers, City Clerk
Date: 8-20-2013

The First Tee of the Pinebelt

By: _____
Sandra Thompson, Executive Director
Date: 8/20/2013

Attest: _____

Date: 8/20/2013

City of Hattiesburg, MS

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

Master

File Number: 2013-0497

File ID: 2013-0497 **Type:** Regular Agenda Item **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 08/12/2013

Brief Title: Pinebelt Community Services - CDBG Public Service Grant Award **Final Action:** 08/20/2013

Minute Book Number: MB2013-237-238

Title:

Approve Public Service Grant Award to Pinebelt Community Services in an amount not to exceed $15,000.00 and authorize the Mayor to execute a Subrecipient Grant Agreement in connection with the same. {Entitlements}

Notes:

Sponsors: **Enactment Date:**

Attachments: Public Service - Pinebelt Community Services - Meals, executed Public Service - Pinebelt Community Services - Meals **Enactment Number:**

Contact: **Meeting Date:** 08/20/2013

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve Public Service Grant Award to Pinebelt Community Services in an amount not to exceed $15,000.00 and authorize the Mayor to execute a Subrecipient Grant Agreement in connection with the same. {Entitlements}

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 2013-0497

Title

Approve Public Service Grant Award to Pinebelt Community Services in an amount not to exceed $15,000.00 and authorize the Mayor to execute a Subrecipient Grant Agreement in connection with the same. {Entitlements}

Summary

Pinebelt Community Services - CDBG Public Service Grant Award

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT - SUBRECIPIENT AGREEMENT
PUBLIC SERVICES
PINEBELT COMMUNITY SERVICES

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 20th day of August, 2013 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Pinebelt Community Services (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (1101 North Main St., Hattiesburg, MS 39401) for an amount not to exceed **$15,000.00.** This agreement shall terminate on or before the 31st day of December 2013, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient to provide Public Services to the community, specifically meals to people in need, such as low- to moderate-income elderly and/or disabled shut-ins and low- to moderate-income community residents including homeless persons.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will utilize the CDBG funding to support the programs and capacity of the Meals Program. The Subrecipient intends to benefit approximately 200 people (120 households) including both individuals fed on-site, and elderly and/or disabled shut-ins that are served by delivery.

Program Delivery

The Subrecipient will track the total number of people as well as the total number of households that benefit from the Meals Program. It is understood that the nature of the Subrecipient's services – serving individuals that are homeless, elderly, or disabled – is such that those individuals/households may be "presumed" to be low- to moderate-income. The accomplishment data reported on this activity will be based on an unduplicated number of all people (and households) served during the course of the agreement. Any other data based on other aspects of the program may be reported to the Grantee, and ultimately to HUD, in a narrative format.

The Subrecipient will provide the Grantee with Periodic Reports, due October 10 and December 20, reporting all of the data listed above. The Subrecipient will additionally submit ad hoc reports as may be requested by the Grantee.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
First Draw requested (not a deadline)	**August 27, 2013**
Periodic report submitted	**October 10, 2013**
Request final draw (must submit written request by this date if additional time is needed)	**December 9, 2013**
Final report submitted	**December 20, 2013**
Final CDBG-related information entered into IDIS	**December 20, 2013**

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 20th day of August, and end on the 31st day, December, 2013. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

The budget for the activity outlined herein is limited to $5,700.00. The proposed allocation of this budget is as follows, but may be adjusted as allowed in Part VI below.

Food, paper/plastic products, and other consumables	**$8,000.00**
Stipends for volunteer delivery drivers (gas cards)	**$2,000.00**
Kitchen equipment and utensils	**$5,000.00**
TOTAL	**$15,000.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$15,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Pinebelt Community Services
City of Hattiesburg Federal & State Programs CDBG 601-545-4558 601-554-1006	Kenneth Fairley, Executive Director 1101 North Main Street Hattiesburg, MS 39401 Phone: (601) 583-4943 Fax:

VI. SPECIAL CONDITIONS

It is understood that parts of the proposed budget may be variable based on the number of participants in the program. Award funds cannot be drawn for the inventory of items. Requests for funds must be attributable to beneficiaries/participants of the program.

The Subrecipient is expected to make every effort to fulfill the terms of the award, to include the proposed accomplishments and the amounts expended according to the budgeted line items in Part III. It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to budget line items that are less than 10% may be made without prior approval, but should be noted in the next periodic report. Cumulative adjustments of 10% or more require prior written approval.

If applicable, Requests for Funds must accompany documentation verifying the applicable time period, the number of hours worked, and the wage rate earned (i.e. timesheets with verification of payments or copies of paystubs with all necessary information).

Property, equipment, or other assets acquired with CDBG funds must continue to benefit low/mod income activities in the event that the activity outlined herein is discontinued. The use of such assets on CDBG-eligible activities other than those outlined herein require the written consent of the Grantee. Such property or its value must be returned to the City's CDBG program in the event that the activities outlined herein cease and a suitable alternative activity is not available.

Exhibit A, attached, includes the Subrecipient's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Subrecipient Agreement, contained herein.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

Facility Improvements

Any improvements made to the facility, or fixtures or equipment purchased as part of this agreement are to remain as permanent additions to the facility and property of the City's CDBG Program as long as the Subrecipient maintains the facility and in the event that the Subrecipient discontinues its program and/or vacates the facility.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

   The Subrecipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

   The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as

applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State of Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program

income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs
   If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.
3. Payment Procedures
   The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.
4. Progress Reports
   The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement
1. Compliance
   The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.
2. OMB Standards
   Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.
3. Travel
   The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets
The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

   The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

   The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

   This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

   The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

   The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

   The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by

businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records
   The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
4. Notifications
   The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement
   The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
6. Subcontract Provisions
   The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions
   1. Prohibited Activity
      The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
   2. Labor Standards
      The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

      The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.
   3. "Section 3" Clause
      a. Compliance
         Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

         The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

   The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

   The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

   a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
   b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
   c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

   The Subrecipient hereby certifies that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
   c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
   d. Lobbying Certification

      This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

   If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

   The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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: _____
Eddie Myers, City Clerk
Date: _____

Pinebelt Community Services

By: _____
Kenneth Fairley, Executive Director
Date: _____

Attest: _____

Date: _____

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT - SUBRECIPIENT AGREEMENT
PUBLIC SERVICES
PINEBELT COMMUNITY SERVICES

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 20th day of August, 2013 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Pinebelt Community Services (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (1101 North Main St., Hattiesburg, MS 39401) for an amount not to exceed **$15,000.00.** This agreement shall terminate on or before the 31st day of December 2013, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient to provide Public Services to the community, specifically meals to people in need, such as low- to moderate-income elderly and/or disabled shut-ins and low- to moderate-income community residents including homeless persons.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will utilize the CDBG funding to support the programs and capacity of the Meals Program. The Subrecipient intends to benefit approximately 200 people (120 households) including both individuals fed on-site, and elderly and/or disabled shut-ins that are served by delivery.

Program Delivery

The Subrecipient will track the total number of people as well as the total number of households that benefit from the Meals Program. It is understood that the nature of the Subrecipient's services – serving individuals that are homeless, elderly, or disabled – is such that those individuals/households may be "presumed" to be low- to moderate-income. The accomplishment data reported on this activity will be based on an unduplicated number of all people (and households) served during the course of the agreement. Any other data based on other aspects of the program may be reported to the Grantee, and ultimately to HUD, in a narrative format.

The Subrecipient will provide the Grantee with Periodic Reports, due October 10 and December 20, reporting all of the data listed above. The Subrecipient will additionally submit ad hoc reports as may be requested by the Grantee.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
First Draw requested (not a deadline)	**August 27, 2013**
Periodic report submitted	**October 10, 2013**
Request final draw (must submit written request by this date if additional time is needed)	**December 9, 2013**
Final report submitted	**December 20, 2013**
Final CDBG-related information entered into IDIS	**December 20, 2013**

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 20th day of August, and end on the 31st day, December, 2013. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

LB KSF AE 8/23/13
$15,000.00

The budget for the activity outlined herein is limited to ~~$5,700.00.~~ The proposed allocation of this budget is as follows, but may be adjusted as allowed in Part VI below.

Food, paper/plastic products, and other consumables	**$8,000.00**
Stipends for volunteer delivery drivers (gas cards)	**$2,000.00**
Kitchen equipment and utensils	**$5,000.00**
TOTAL	**$15,000.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$15,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Pinebelt Community Services
City of Hattiesburg Federal & State Programs CDBG 601-545-4558 601-554-1006	Kenneth Fairley, Executive Director 1101 North Main Street Hattiesburg, MS 39401 Phone: (601) 583-4943 Fax:

VI. SPECIAL CONDITIONS

It is understood that parts of the proposed budget may be variable based on the number of participants in the program. Award funds cannot be drawn for the inventory of items. Requests for funds must be attributable to beneficiaries/participants of the program.

The Subrecipient is expected to make every effort to fulfill the terms of the award, to include the proposed accomplishments and the amounts expended according to the budgeted line items in Part III. It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to budget line items that are less than 10% may be made without prior approval, but should be noted in the next periodic report. Cumulative adjustments of 10% or more require prior written approval.

If applicable, Requests for Funds must accompany documentation verifying the applicable time period, the number of hours worked, and the wage rate earned (i.e. timesheets with verification of payments or copies of paystubs with all necessary information).

Property, equipment, or other assets acquired with CDBG funds must continue to benefit low/mod income activities in the event that the activity outlined herein is discontinued. The use of such assets on CDBG-eligible activities other than those outlined herein require the written consent of the Grantee. Such property or its value must be returned to the City's CDBG program in the event that the activities outlined herein cease and a suitable alternative activity is not available.

Exhibit A, attached, includes the Subrecipient's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Subrecipient Agreement, contained herein.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

Facility Improvements

Any improvements made to the facility, or fixtures or equipment purchased as part of this agreement are to remain as permanent additions to the facility and property of the City's CDBG Program as long as the Subrecipient maintains the facility and in the event that the Subrecipient discontinues its program and/or vacates the facility.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless
The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation
The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding
The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition
The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments
The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination
In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards
The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles
The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as

applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State of Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program

income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs
   If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.
3. Payment Procedures
   The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.
4. Progress Reports
   The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement
   1. Compliance
      The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.
   2. OMB Standards
      Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.
   3. Travel
      The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets
   The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:
   1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
   2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
   3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by

businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records
   The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
4. Notifications
   The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement
   The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
6. Subcontract Provisions
   The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions
   1. Prohibited Activity
      The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
   2. Labor Standards
      The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

      The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.
   3. "Section 3" Clause
      a. Compliance
         Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

         The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act
The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest
The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:
   a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
   b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
   c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying
The Subrecipient hereby certifies that:
   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
   c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
   d. Lobbying Certification
   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright
If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities
The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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: 8-20-2013

Attest: _____
Eddie Myers, City Clerk
Date: 8-20-2013

Pinebelt Community Services

By: _____
Kenneth Fairley, Executive Director
Date: 8/23/13

Attest: _____

Date: 8-23-13

City of Hattiesburg, MS

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

Master

File Number: 2013-0498

File ID: 2013-0498 **Type:** Regular Agenda Item **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 08/12/2013

Brief Title: Salvation Army - CDBG Public Service Grant Award **Final Action:** 08/20/2013

Minute Book Number: MB2013-238

Title:

Approve Public Service Grant Award to the Salvation Army in an amount not to exceed $4,250.00 and authorize the Mayor to execute a Subrecipient Grant Agreement in connection with the same. {Entitlements}

Notes:

Sponsors: **Enactment Date:**

Attachments: Public Service - Salvation Army, executed Public Service - Salvation Army **Enactment Number:**

Contact: **Meeting Date:** 08/20/2013

Drafter: **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve Public Service Grant Award to the Salvation Army in an amount not to exceed $4,250.00 and authorize the Mayor to execute a Subrecipient Grant Agreement in connection with the same. {Entitlements}

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 2013-0498

Title

Approve Public Service Grant Award to the Salvation Army in an amount not to exceed $4,250.00 and authorize the Mayor to execute a Subrecipient Grant Agreement in connection with the same. {Entitlements}

Summary

Salvation Army - CDBG Public Service Grant Award

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT - SUBRECIPIENT AGREEMENT
PUBLIC SERVICES
SALVATION ARMY, A GEORGIA CORPORATION

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 20th day of August, 2013 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Salvation Army, a Georgia Corporation (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (5670 US Highway 49, Hattiesburg, MS 39401) for an amount not to exceed **$4,250.00.** This agreement shall terminate on or before the 31st day of December 2013, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient in the support of operations at the Subrecipient's Hattiesburg shelter for homeless individuals and households.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will utilize the CDBG funding to support the capacity of the Hattiesburg shelter location for homeless individuals and families. The Subrecipient intends to benefit approximately 300 people including adults and children. Services include 24-hour emergency shelter and related room and board.

Program Delivery

The Subrecipient will track the total number of people as well as the total number of households that benefit from shelter-related services at the Hattiesburg shelter location. It is understood that the nature of the Subrecipient's services – serving homeless individuals and families – is such that those individuals/households may be "presumed" to be low- to moderate-income. The accomplishment data reported on this activity will be based on all people (and households) served, regardless of whether or not a participant "completes" a certain program. Any other data based on other aspects of the program may be reported to the Grantee, and ultimately to HUD, in a narrative format.

The Subrecipient will provide the Grantee with Periodic Reports, due October 10 and December 20, reporting all of the data listed above. The Subrecipient will additionally submit ad hoc reports as may be requested by the Grantee.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
First Draw requested (not a deadline)	**August 27, 2013**
Periodic report submitted	**October 10, 2013**
Request final draw (must submit written request by this date if additional time is needed)	**December 9, 2013**
Final report submitted	**December 20, 2013**
Final CDBG-related information entered into IDIS	**December 20, 2013**

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 20th day of August, and end on the 31st day, December, 2013. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

The budget for the activity outlined herein is limited to $4,250.00. The proposed allocation of this budget is as follows, but may be adjusted as allowed in Part VI below.

Food and other meal-related consumable supplies	**$3,250.00**
Shelter supplies – blankets, towels, personal care items, etc.	**$1,000.00**
TOTAL	**$4,250.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$4,250.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	The Salvation Army, a Georgia Corporation

City of Hattiesburg Federal & State Programs CDBG 601-545-4558 601-554-1006	5670 US Highway 49 Hattiesburg, MS 39401 Phone: (601) 544-3684 Fax:

VI. SPECIAL CONDITIONS

It is understood that parts of the proposed budget may be variable based on the number of participants in the program. Award funds cannot be drawn for the inventory of items. Requests for funds must be attributable to beneficiaries/participants of the program.

The Subrecipient is expected to make every effort to fulfill the terms of the award, to include the proposed accomplishments and the amounts expended according to the budgeted line items in Part III. It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to budget line items that are less than 10% may be made without prior approval, but should be noted in the next periodic report. Cumulative adjustments of 10% or more require prior written approval.

If applicable, Requests for Funds must accompany documentation verifying the applicable time period, the number of hours worked, and the wage rate earned (i.e. timesheets with verification of payments or copies of paystubs with all necessary information).

Property, equipment, or other assets acquired with CDBG funds must continue to benefit low/mod income activities in the event that the activity outlined herein is discontinued. The use of such assets on CDBG-eligible activities other than those outlined herein require the written consent of the Grantee. Such property or its value must be returned to the City's CDBG program in the event that the activities outlined herein cease and a suitable alternative activity is not available.

Exhibit A, attached, includes the Subrecipient's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Subrecipient Agreement, contained herein.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

Facility Improvements

Any improvements made to the facility, or fixtures or equipment purchased as part of this agreement are to remain as permanent additions to the facility and property of the City's CDBG Program as long as the Subrecipient maintains the facility and in the event that the Subrecipient discontinues its program and/or vacates the facility.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times

remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

   The Subrecipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

   The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State of Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities

permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs
   If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.
3. Payment Procedures
   The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.
4. Progress Reports
   The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement
   1. Compliance
      The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.
   2. OMB Standards
      Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.
   3. Travel
      The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets
   The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:
   1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
   2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
   3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

   The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

   The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

   This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

   The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

   The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

   The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

   The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

   The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

   The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

   The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

   The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

   The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

   a. Compliance

      Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

      The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

      > "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968,

as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act
   The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
4. Conflict of Interest
   The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:
   a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
   b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
   c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.
5. Lobbying
   The Subrecipient hereby certifies that:
   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
   c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
   d. Lobbying Certification
      This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
6. Copyright
   If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
7. Religious Activities
   The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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: _____
Eddie Myers, City Clerk
Date: _____

The Salvation Army, a Georgia Corporation

By: _____

Date: _____

Attest: _____

Date: _____

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT - SUBRECIPIENT AGREEMENT
PUBLIC SERVICES
SALVATION ARMY, A GEORGIA CORPORATION

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 20th day of August, 2013 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Salvation Army, a Georgia Corporation (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (5670 US Highway 49, Hattiesburg, MS 39401) for an amount not to exceed **$4,250.00.** This agreement shall terminate on or before the 31st day of December 2013, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient in the support of operations at the Subrecipient's Hattiesburg shelter for homeless individuals and households.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will utilize the CDBG funding to support the capacity of the Hattiesburg shelter location for homeless individuals and families. The Subrecipient intends to benefit approximately 300 people including adults and children. Services include 24-hour emergency shelter and related room and board.

Program Delivery

The Subrecipient will track the total number of people as well as the total number of households that benefit from shelter-related services at the Hattiesburg shelter location. It is understood that the nature of the Subrecipient's services – serving homeless individuals and families – is such that those individuals/households may be "presumed" to be low- to moderate-income. The accomplishment data reported on this activity will be based on all people (and households) served, regardless of whether or not a participant "completes" a certain program. Any other data based on other aspects of the program may be reported to the Grantee, and ultimately to HUD, in a narrative format.

The Subrecipient will provide the Grantee with Periodic Reports, due October 10 and December 20, reporting all of the data listed above. The Subrecipient will additionally submit ad hoc reports as may be requested by the Grantee.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
First Draw requested (not a deadline)	**August 27, 2013**
Periodic report submitted	**October 10, 2013**
Request final draw (must submit written request by this date if additional time is needed)	**December 9, 2013**
Final report submitted	**December 20, 2013**
Final CDBG-related information entered into IDIS	**December 20, 2013**

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 20th day of August, and end on the 31st day, December, 2013. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

The budget for the activity outlined herein is limited to $4,250.00. The proposed allocation of this budget is as follows, but may be adjusted as allowed in Part VI below.

Food and other meal-related consumable supplies	**$3,250.00**
Shelter supplies – blankets, towels, personal care items, etc.	**$1,000.00**
TOTAL	**$4,250.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$4,250.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	The Salvation Army, a Georgia Corporation

City of Hattiesburg Federal & State Programs CDBG 601-545-4558 601-554-1006	5670 US Highway 49 Hattiesburg, MS 39401 Phone: (601) 544-3684 Fax:

VI. SPECIAL CONDITIONS

It is understood that parts of the proposed budget may be variable based on the number of participants in the program. Award funds cannot be drawn for the inventory of items. Requests for funds must be attributable to beneficiaries/participants of the program.

The Subrecipient is expected to make every effort to fulfill the terms of the award, to include the proposed accomplishments and the amounts expended according to the budgeted line items in Part III. It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to budget line items that are less than 10% may be made without prior approval, but should be noted in the next periodic report. Cumulative adjustments of 10% or more require prior written approval.

If applicable, Requests for Funds must accompany documentation verifying the applicable time period, the number of hours worked, and the wage rate earned (i.e. timesheets with verification of payments or copies of paystubs with all necessary information).

Property, equipment, or other assets acquired with CDBG funds must continue to benefit low/mod income activities in the event that the activity outlined herein is discontinued. The use of such assets on CDBG-eligible activities other than those outlined herein require the written consent of the Grantee. Such property or its value must be returned to the City's CDBG program in the event that the activities outlined herein cease and a suitable alternative activity is not available.

Exhibit A, attached, includes the Subrecipient's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Subrecipient Agreement, contained herein.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

Facility Improvements

Any improvements made to the facility, or fixtures or equipment purchased as part of this agreement are to remain as permanent additions to the facility and property of the City's CDBG Program as long as the Subrecipient maintains the facility and in the event that the Subrecipient discontinues its program and/or vacates the facility.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times

remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless
The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation
The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding
The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition
The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments
The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination
In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards
The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles
The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State of Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities

permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs
   If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.
3. Payment Procedures
   The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.
4. Progress Reports
   The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement
   1. Compliance
      The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.
   2. OMB Standards
      Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.
   3. Travel
      The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets
   The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:
   1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
   2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
   3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications
   The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement
   The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
6. Subcontract Provisions
   The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions
   1. Prohibited Activity
      The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
   2. Labor Standards
      The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

      The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.
   3. "Section 3" Clause
      a. Compliance
         Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

         The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

         > "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968,

as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act
   The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
4. Conflict of Interest
   The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:
   a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
   b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
   c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.
5. Lobbying
   The Subrecipient hereby certifies that:
   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
   c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
   d. Lobbying Certification
      This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
6. Copyright
   If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
7. Religious Activities
   The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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: 8-20-2013

Attest: _____
Eddie Myers, City Clerk
Date: 8-20-2013

The Salvation Army, a Georgia Corporation

By: _____

Date: _____

Attest: _____

Date: _____

City of Hattiesburg, MS

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

Master

File Number: 2013-0499

File ID: 2013-0499 **Type:** Regular Agenda Item **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 08/12/2013

Brief Title: SEMRHI - CDBG Public Service Grant Award **Final Action:** 08/20/2013

Minute Book Number: MB2013-238

Title:

Approve Public Service Grant Award to the Southeast Mississippi Rural Health Initiative in an amount not to exceed $7,000.00 and authorize the Mayor to execute a Subrecipient Grant Agreement in connection with the same. {Entitlements

Notes:

Sponsors: **Enactment Date:**

Attachments: Public Service - Southeast Mississippi Rural Health Initiative, executed Public Service - Southeast Mississippi Rural Health Initiative

Enactment Number:

Contact: **Meeting Date:** 08/20/2013

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve Public Service Grant Award to the Southeast Mississippi Rural Health Initiative in an amount not to exceed $7,000.00 and authorize the Mayor to execute a Subrecipient Grant Agreement in connection with the same. {Entitlements

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 2013-0499

Title

Approve Public Service Grant Award to the Southeast Mississippi Rural Health Initiative in an amount not to exceed $7,000.00 and authorize the Mayor to execute a Subrecipient Grant Agreement in connection with the same. {Entitlements

Summary

SEMRHI - CDBG Public Service Grant Award

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT - SUBRECIPIENT AGREEMENT
PUBLIC SERVICES
SOUTHEAST MISSISSIPPI RURAL HEALTH INITIATIVE

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 20th day of August, 2013 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Southeast Mississippi Rural Health Initiative (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (5488 US Highway 49, Hattiesburg, MS 39401) for an amount not to exceed **$7,000.00.** This agreement shall terminate on or before the 31st day of December 2013, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient in **implementing a Public Service program in the City of Hattiesburg, to provide Health Services to homeless persons**.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will utilize the CDBG funding to provide primary medical care and prescription assistance to homeless individuals and families. The Subrecipient intends to benefit approximately 50 people. Voucher/referral will be available through partner agencies that will verify the client's status as homeless. CDBG funds will cover medical and/or prescription costs for those with such vouchers – the portion of the cost not already covered by other Subrecipient funding opportunities.

Program Delivery

The Subrecipient will track the total number of people as well as the total number of households that benefit from the voucher-based services. It is understood that the nature of the Subrecipient's services – serving homeless individuals and families – is such that those individuals/households may be "presumed" to be low- to moderate-income. The accomplishment data reported on this activity will be based on all people (and households) served, regardless of whether or not a participant "completes" a certain program or medical regimen/plan. Any other data based on other aspects of the program may be reported to the Grantee, and ultimately to HUD, in a narrative format.

The Subrecipient will provide the Grantee with Periodic Reports, due October 10 and December 20, reporting all of the data listed above. The Subrecipient will additionally submit ad hoc reports as may be requested by the Grantee.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
First Draw requested (not a deadline)	**August 27, 2013**
Periodic report submitted	**October 10, 2013**
Request final draw (must submit written request by this date if additional time is needed)	**December 9, 2013**
Final report submitted	**December 20, 2013**
Final CDBG-related information entered into IDIS	**December 20, 2013**

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 20th day of August, and end on the 31st day, December, 2013. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

The budget for the activity outlined herein is limited to $4,250.00. The proposed allocation of this budget is as follows, but may be adjusted as allowed in Part VI below.

Primary Care and prescription costs	**$7,000.00**
TOTAL	**$7,000.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$7,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Southeast Mississippi Rural Health Initiative

City of Hattiesburg Federal & State Programs CDBG 601-545-4558 601-554-1006	Geroldean Dyse 5488 US Highway 49 Hattiesburg, MS 39401 Phone: (601) 545-8700 Fax:

VI. SPECIAL CONDITIONS

It is understood that parts of the proposed budget may be variable based on the number of participants in the program. Award funds cannot be drawn for the inventory of items. Requests for funds must be attributable to beneficiaries/participants of the program.

The Subrecipient is expected to make every effort to fulfill the terms of the award, to include the proposed accomplishments and the amounts expended according to the budgeted line items in Part III. It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to budget line items that are less than 10% may be made without prior approval, but should be noted in the next periodic report. Cumulative adjustments of 10% or more require prior written approval.

If applicable, Requests for Funds must accompany documentation verifying the applicable time period, the number of hours worked, and the wage rate earned (i.e. timesheets with verification of payments or copies of paystubs with all necessary information).

Property, equipment, or other assets acquired with CDBG funds must continue to benefit low/mod income activities in the event that the activity outlined herein is discontinued. The use of such assets on CDBG-eligible activities other than those outlined herein require the written consent of the Grantee. Such property or its value must be returned to the City's CDBG program in the event that the activities outlined herein cease and a suitable alternative activity is not available.

Exhibit A, attached, includes the Subrecipient's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Subrecipient Agreement, contained herein.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

Facility Improvements

Any improvements made to the facility, or fixtures or equipment purchased as part of this agreement are to remain as permanent additions to the facility and property of the City's CDBG Program as long as the Subrecipient maintains the facility and in the event that the Subrecipient discontinues its program and/or vacates the facility.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times

remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

   The Subrecipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

   The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State of Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities

permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs
   If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.
3. Payment Procedures
   The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.
4. Progress Reports
   The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement
   1. Compliance
      The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.
   2. OMB Standards
      Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.
   3. Travel
      The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets
   The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:
   1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
   2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
   3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

   The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

   The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

   This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

   The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

   The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

   The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

   The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

   The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

   The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

   The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

   The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

   The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

   a. Compliance

      Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

      The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

      > "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968,

as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act
   The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
4. Conflict of Interest
   The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:
   a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
   b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
   c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.
5. Lobbying
   The Subrecipient hereby certifies that:
   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
   c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
   d. Lobbying Certification
      This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
6. Copyright
   If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
7. Religious Activities
   The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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: _____
Eddie Myers, City Clerk
Date: _____

Southeast Mississippi Rural Health Initiative

By: _____
Geroldean Dyse, CEO
Date: _____

Attest: _____

Date: _____

CITY OF HATTIESBURG

COMMUNITY DEVELOPEMNT BLOCK GRANT - SUBRECIPIENT AGREEMENT
PUBLIC SERVICES
SOUTHEAST MISSISSIPPI RURAL HEALTH INITIATIVE

THIS contract (hereinafter the "AGREEMENT"), is made and entered into this 20th day of August, 2013 by and between the CITY OF HATTIESBURG, MISSISSIPPI, (hereinafter called the "Grantee"), located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and Southeast Mississippi Rural Health Initiative (hereinafter called the "Subrecipient"), located in the City of Hattiesburg (5488 US Highway 49, Hattiesburg, MS 39401) for an amount not to exceed **$7,000.00.** This agreement shall terminate on or before the 31st day of December 2013, unless amended by written instrument as provided for herein.

WHEREAS, the Grantee wishes to engage the Subrecipient in **implementing a Public Service program in the City of Hattiesburg, to provide Health Services to homeless persons.**

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will utilize the CDBG funding to provide primary medical care and prescription assistance to homeless individuals and families. The Subrecipient intends to benefit approximately 50 people. Voucher/referral will be available through partner agencies that will verify the client's status as homeless. CDBG funds will cover medical and/or prescription costs for those with such vouchers – the portion of the cost not already covered by other Subrecipient funding opportunities.

Program Delivery

The Subrecipient will track the total number of people as well as the total number of households that benefit from the voucher-based services. It is understood that the nature of the Subrecipient's services – serving homeless individuals and families – is such that those individuals/households may be "presumed" to be low- to moderate-income. The accomplishment data reported on this activity will be based on all people (and households) served, regardless of whether or not a participant "completes" a certain program or medical regimen/plan. Any other data based on other aspects of the program may be reported to the Grantee, and ultimately to HUD, in a narrative format.

The Subrecipient will provide the Grantee with Periodic Reports, due October 10 and December 20, reporting all of the data listed above. The Subrecipient will additionally submit ad hoc reports as may be requested by the Grantee.

General Administration

The City of Hattiesburg and the Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the CDBG Program.

B. National Objectives

The City of Hattiesburg certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's national Objectives – 1) project benefits low-moderate income persons, 2) aid in the prevention or elimination of slums and/or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Implementation Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described tasks in conformance with the schedule below.

TASK/ PROGRAM GOAL	DATE
First Draw requested (not a deadline)	**August 27, 2013**
Periodic report submitted	**October 10, 2013**
Request final draw (must submit written request by this date if additional time is needed)	**December 9, 2013**
Final report submitted	**December 20, 2013**
Final CDBG-related information entered into IDIS	**December 20, 2013**

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within (10) days after being notified by the Grantee, contract termination will begin and all funding will end. Subrecipient must return any unused funds promptly.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 20th day of August, and end on the 31st day, December, 2013. The term of this Agreement and the provisions shall be terminated, unless amended by written instrument.

III. BUDGET

The budget for the activity outlined herein is limited to $4,250.00. The proposed allocation of this budget is as follows, but may be adjusted as allowed in Part VI below.

Primary Care and prescription costs	**$7,000.00**
TOTAL	**$7,000.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$7,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Paragraph III herein and in accordance with performance. The Subrecipient will be reimbursed, on no more than a monthly basis, provided verification of eligible expenses is provided.

Payments to the Subrecipient may be contingent upon the certification of the Subrecipient's financial management system in accordance with the acceptable standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee	Southeast Mississippi Rural Health Initiative

City of Hattiesburg Federal & State Programs CDBG 601-545-4558 601-554-1006	Geroldean Dyse 5488 US Highway 49 Hattiesburg, MS 39401 Phone: (601) 545-8700 Fax:

VI. SPECIAL CONDITIONS

It is understood that parts of the proposed budget may be variable based on the number of participants in the program. Award funds cannot be drawn for the inventory of items. Requests for funds must be attributable to beneficiaries/participants of the program.

The Subrecipient is expected to make every effort to fulfill the terms of the award, to include the proposed accomplishments and the amounts expended according to the budgeted line items in Part III. It is understood that there may be circumstances that lead to a budget adjustment. Cumulative adjustments to budget line items that are less than 10% may be made without prior approval, but should be noted in the next periodic report. Cumulative adjustments of 10% or more require prior written approval.

If applicable, Requests for Funds must accompany documentation verifying the applicable time period, the number of hours worked, and the wage rate earned (i.e. timesheets with verification of payments or copies of paystubs with all necessary information).

Property, equipment, or other assets acquired with CDBG funds must continue to benefit low/mod income activities in the event that the activity outlined herein is discontinued. The use of such assets on CDBG-eligible activities other than those outlined herein require the written consent of the Grantee. Such property or its value must be returned to the City's CDBG program in the event that the activities outlined herein cease and a suitable alternative activity is not available.

Exhibit A, attached, includes the Subrecipient's Application for CDBG funding and proposal as originally submitted. The Exhibit is included strictly as a reference of the broader purpose of the agency and/or the program and its budget information, which may serve as evidence that the program will receive other financial resources. Significant portions of the proposed program may have been added to or taken away in drafting the final Subrecipient Agreement, contained herein.

Utilization of Funds

If the Subrecipient fails to comply with the terms of this Agreement, such as C. Implementation Schedule or the expenditure of 50% of obligated funds by the 3rd Quarterly Report, the Grantee can terminate this without giving a 30-day notice. See Section H. Suspension or Termination.

Facility Improvements

Any improvements made to the facility, or fixtures or equipment purchased as part of this agreement are to remain as permanent additions to the facility and property of the City's CDBG Program as long as the Subrecipient maintains the facility and in the event that the Subrecipient discontinues its program and/or vacates the facility.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times

remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State of Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities

permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs
   If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.
3. Payment Procedures
   The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.
4. Progress Reports
   The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement
   1. Compliance
      The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.
   2. OMB Standards
      Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.
   3. Travel
      The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets
   The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:
   1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
   2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
   3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications
   The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement
   The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
6. Subcontract Provisions
   The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions
   1. Prohibited Activity
      The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
   2. Labor Standards
      The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

      The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.
   3. "Section 3" Clause
      a. Compliance
         Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

         The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

         > "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968,

as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act
   The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
4. Conflict of Interest
   The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:
   a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
   b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
   c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.
5. Lobbying
   The Subrecipient hereby certifies that:
   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
   c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
   d. Lobbying Certification
      This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
6. Copyright
   If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
7. Religious Activities
   The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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: 8.20.2013

Attest: _____
Eddie Myers, City Clerk
Date: 8.20.2013

Southeast Mississippi Rural Health Initiative

By: _____
Geroldean Dyse, CEO
Date: 8/20/13

Attest: _____
Date: 8/20/13

City of Hattiesburg, MS

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

Master

File Number: 2013-0508

File ID:	2013-0508	**Type:**	Regular Agenda Item	**Status:**	Approved
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	08/13/2013
Brief Title:	Re-appointment			**Final Action:**	
				Minute Book Number:	MB2013-238

Title:

Ratify and confirm the re-appointment of Bert R. Kuyrkendall W-3 (7/1/2013-6/30/2017), to the Rails to Trail Commission, for a four(4) year term.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Rails to Trails Data Sheet	**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	08/20/2013	Ratify and Confirm				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Ratify and confirm the re-appointment of Bert R. Kuyrkendall W-3 (7/1/2013-6/30/2017), to the Rails to Trail Commission, for a four(4) year term.

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 2013-0508

Title

Ratify and confirm the re-appointment of Bert R. Kuyrkendall W-3 (7/1/2013-6/30/2017), to

the Rails to Trail Commission, for a four(4) year term.

Summary

re-appointmrnt

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Rails to Trails Commission

TERM OF OFFICE: 4 years PERIOD: 7/1/13–6/30/17

REPLACES: Appointment

TERM EXPIRED: _____ OR RESIGNED: _____ Letter attached_____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES ____ NO X

****

NAME OF PROPOSED APPOINTEE: Bert R. Kuyrkendall

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ( )

ADDRESS: 1004 Oakleigh Dr.

HOME PHONE NUMBER: 601-264-0246 WARD: 3

PLACE OF EMPLOYMENT: City of Hattiesburg

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: 601-545-4540 POSITION: _____

****

PERSON CONTACTED BY: Mayor DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____

City of Hattiesburg, MS

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

Master

File Number: 2013-68

File ID: 2013-68 **Type:** Resolution **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 08/16/2013

Brief Title: Resolution determining the neccessity for and invoking the authority granted to municipalities and counties by the Legislature with respect to Tax Increment Financing determining that the "Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississi

Final Action: 08/20/2013

Minute Book Number: MB2013-239

Title:

Adopt Resolution determining the neccessity for and invoking the authority granted to municipalities and counties by the Legislature with respect to Tax Increment Financing as set forth in Chapter 45 of Title 21, Mississippi Code of 1972, as amended, determining that the "Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi, 2013" is a project eligible for Tax Increment Financing under the laws of the State, that a public hearing be conducted in connection with the Tax Increment Financing Plan for said project, and for related purposes.

Notes:

Sponsors: **Enactment Date:**

Attachments: Resolution Setting Public Hearing (draft 3) Hattiesburg Clinic Midtown District Project, f-Hattiesburg NOTICE - Public Hearing City (draft 2)052013, HC Midtown TIF Project Summary 2013, HC Midtown TIF Plan 2013, Hattiesburg Clinic Midtown TIF-aerial_clinic_map, HC Midtown Image-Admin-3, HC image-Admin-4, executed Resolution Setting Public Hearing (draft 3) Hattiesburg Clinic Midtown District Project

Enactment Number:

Contact: **Meeting Date:** 08/20/2013

Drafter: **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Adopt Resolution determining the necessity for and invoking the authority granted to municipalities and counties by the Legislature with respect to Tax Increment Financing as set forth in Chapter 45 of Title 21, Mississippi Code of 1972, as amended, determining that the "Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi, 2013" is a project eligible for Tax Increment Financing under the laws of the State, that a public hearing be conducted in connection with the Tax Increment Financing Plan for said project, and for related purposes.

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 2013-68

Title

Adopt Resolution determining the neccessity for and invoking the authority granted to municipalities and counties by the Legislature with respect to Tax Increment Financing as set forth in Chapter 45 of Title 21, Mississippi Code of 1972, as amended, determining that the "Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi, 2013" is a project eligible for Tax Increment Financing under the laws of the State, that a public hearing be conducted in connection with the Tax Increment Financing Plan for said project, and for related purposes.

Summary

Resolution determining the neccessity for and invoking the authority granted to municipalities and counties by the Legislature with respect to Tax Increment Financing determining that the "Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi, 2013" is a project eligible for Tax Increment Financing under the laws of the State, that a public hearing be conducted in connection with the Tax Increment Financing Plan for said project, and for related purposes.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Publish one (1) time in the Legal section August 23, 2013. Need two (2) proofs

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES AND COUNTIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT "HATTIESBURG CLINIC MIDTOWN DISTRICT PROJECT, HATTIESBURG, MISSISSIPPI, 2013," IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE, THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, AND FOR RELATED PURPOSES.

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

1. The Mississippi "Tax Increment Financing Act," Title 21, Chapter 45, Mississippi Code of 1972, as amended (the **"Act"**), authorizes municipalities and counties in the State of Mississippi to undertake and carry out redevelopment projects as defined therein with the use of Tax Increment Financing as set forth in detail in the Act, and also to carry out such projects jointly with other local governmental units, including foreign governmental units from other states, pursuant to the Regional Economic Development Act, Title 57, Chapter 64, Mississippi Code, as amended (the **"REDA Act"**).

2. The Governing Body has previously conducted a hearing on and approved and adopted the Tax Increment Financing Redevelopment Plan, Hattiesburg, Mississippi, (the **"Redevelopment Plan"**) for the City. The Redevelopment Plan constitutes a qualified plan under the Act.

3. Hattiesburg Clinic P.A. (the **"Developer"**), is proposing to develop a project to be known as "Hattiesburg Clinic Midtown District Project, Hattiesburg, MS, 2013" (the **"Project"**), in the City of Hattiesburg and in the proposed TIF District as such term is defined herein. The City will enter into an inter-local agreement with Forrest County (the **"County"**) to support the Project and to allow proceeds from bonds issued pursuant to the TIF Plan (defined below) to be used to acquire real property, and construct or install various public infrastructure and other improvements to serve the Project as described in detail in the TIF Plan, and related cost such as, engineering; TIF Plan preparation fees; other incidental costs; and related professional fees. These costs will not exceed the sum of One Million, Five Hundred Thousand Dollars ($1,500,000). The Developer is requesting the assistance of the City and the County in providing the funding for the infrastructure by the utilization of Tax Increment Financing.

4. The Redevelopment Plan previously adopted by the Governing Body includes all land and real property located within the boundaries of the City. The Project appears to be a project of economic significance within the City and County and to qualify as a project eligible for Tax Increment Financing under the Redevelopment Plan, and the participation on the

part of the City and County is necessary and would be in the public interest and would benefit the economic and financial well-being and the public health, safety, and welfare of the City and County.

5. It is anticipated that there will be substantial increases in ad valorem tax revenues and retail sales tax revenues within the TIF District within the next several months and years as a result of the construction of the Project and that bonds may be sold and issued at a time or times in the reasonably near future as a result of such development. The Governing Body has been presented with a tax increment financing plan entitled ***Tax Increment Financing Plan, "Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi, 2013"*** (the **"TIF Plan"**), which has attached as exhibits the map and legal description of the land included in the proposed TIF District. It appears to the Governing Body that the TIF District should be established by the Governing Body as described in the TIF Plan.

The City, acting on behalf of itself and the County, proposes to issue one or more series of Tax Increment Financing Revenue Bonds or Notes in an amount not to exceed ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS ($1,500,000), which will be secured solely by a pledge by the City of up to one-hundred percent (100%) of the increased ad valorem taxes on real and personal property generated by the Project within the TIF District, with and a pledge by the County of up to one-hundred 100% of the increased ad valorem taxes on real and personal property generated by the Project construction and development in the TIF District. The TIF funds will be used to pay the cost of constructing and installing various infrastructure improvements, and site improvements of the Project including, but not limited to, installation of utilities such as water, sanitary sewer, and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter, parking, sidewalks; installation of traffic signalization and signage; grading; lighting and landscaping of rights-of-way; purchase of rights-of-way and other property necessary for the installation of the infrastructure and other improvements described hereinabove; capitalized interest; and other related expenses such as engineering; all expenses in connection with the authorization, sale and issuance of bonds, or indebtedness; TIF plan preparation fees and other incidental related costs; and related professional fees. If deemed necessary and appropriate, the City and County may require additional security from the developers of the Project. The construction of the aforementioned improvements will be undertaken to provide for the public convenience, health, and welfare. A more detailed scope of work, along with budgets, will be identified in a security and reimbursement agreement with Hattiesburg Clinic P.A.

6. The construction of the aforementioned improvements will be undertaken to provide for the public convenience, health, and welfare. A more detailed scope of work, along with budgets, will be identified in a development and/or security and reimbursement agreement with the Developer. It is the intent of the TIF Plan that the City will pledge up to one-hundred percent (100%) of the increased ad valorem taxes on real and personal property, and a pledge by the County of up to one-hundred percent (100%) of the increased ad valorem taxes on real and personal property generated by construction and development in the TIF District. If deemed necessary and appropriate, the City may require additional security from the Developer of the project.

7. The City may exercise its authority as authorized by Section 21-45-3 of the Act.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City, as follows:

SECTION ONE: That the Governing Body of the City does hereby declare its intention to approve and adopt the TIF Plan and establish the TIF District as described in the TIF Plan and, jointly with the County, to issue Tax Increment Financing Revenue Bonds or Notes, in one or more series in an amount not to exceed One Million, Five Hundred Thousand Dollars ($1,500,000) (the **"Bonds"**) for the purpose of providing funds necessary to pay for the construction of various public infrastructure improvements in connection with the Project, including but not limited to, the acquisition of real property, and construction or installation of various public infrastructure and other improvements to serve the Project as described in detail in the TIF Plan such as engineering; TIF Plan preparation fees; other incidental costs; and related professional fees. If deemed necessary and appropriate, the City and County may require additional security from the developers of the project.

SECTION TWO: When and if issued, the Bonds shall be secured solely by a pledge by the City of up to one hundred percent (100%) of the increased ad valorem taxes on real and personal property generated by construction and development in the TIF District, for a term up to fifteen years (15). The County shall pledge up to one hundred percent (100%) of the real and personal property ad valorem tax increase generated by the development in the TIF District for a term of up to fifteen years (15). The Bonds shall not be secured by the full faith, credit, and the taxing power of the City or County nor create any other pecuniary liability on the part of the City or the County other than the pledge of the incremental increase in ad valorem taxes heretofore set forth. If deemed necessary and appropriate, the City and County may require additional security from the developers of the project.

SECTION THREE: A public hearing shall be held with respect to the TIF Plan in the regular meeting place of the Governing Body in the City Hall, 200 Forrest Street, Hattiesburg, Mississippi, at 4:00 P.M. on the 3rd. day of September 2013.

SECTION FOUR: The City Clerk is hereby directed to publish a notice of the public hearing in the *Hattiesburg American*, a newspaper in which the City is authorized to publish legal notices, one (1) time not less than ten (10) days nor more than twenty (20) days prior to the date set forth in Section Three hereof, pursuant to and in compliance with the requirements of Section 21-45-11 of the Act.

The foregoing Resolution, having first been reduced to writing, was read by the Clerk, and motion was made by Council member _____, seconded by Council member _____ to approve, and upon a call for a vote, the following was recorded:

YEAS: NAYS:

The motion having received the affirmative vote of a majority of the members present, the Council President declared the motion carried and the resolution adopted this, the 20th. day of August, 2013.

ATTEST

_____ _____

Debbie Bernardo, Clerk of Council Kim Bradley, Council President

The above and foregoing Resolution having been submitted and approved by the Mayor, this the 20th day of August, 2013.

_____ _____

Eddie R. Myers, City Clerk Johnny L. DuPree, Mayor

(S E A L)

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held on, September 3, 2013, at 4:00 P.M., at the City Hall, 200 Forrest Street, Hattiesburg, Mississippi, on the *Tax Increment Financing Plan, "Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi, 2013"* (the **"TIF Plan"**), for consideration by the City Council. The City of Hattiesburg (the **"City"**) proposes to use the TIF Plan in compliance with the Tax Increment Financing Redevelopment Plan, Hattiesburg, Mississippi, and further, to designate the project described in the TIF Plan as appropriate for development and tax increment financing.

The general scope of the TIF Plan is a proposal that the City, acting on behalf of itself and Forrest County (the **"County"**), will issue Tax Increment Financing Revenue Bonds or Notes (the **"Bonds"**) in one or more series in an amount not to exceed One Million, Five Hundred Thousand Dollars ($1,500,000) in order to provide funds necessary to pay the cost of constructing and installing various infrastructure improvements, and site improvements of the Project including, but not limited to, installation of utilities such as water, sanitary sewer, and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter, parking, sidewalks; installation of traffic signalization and signage; grading; lighting and landscaping of rights-of-way; purchase of rights-of-way and other property necessary for the installation of the infrastructure and other improvements described hereinabove; capitalized interest; and other related expenses such as engineering; all expenses in connection with the authorization, sale and issuance of bonds, or indebtedness; TIF plan preparation fees and other incidental related costs; and related professional fees. If deemed necessary and appropriate, the City and County may require additional security from the developers of the Project. The construction of the aforementioned improvements will be undertaken to provide for the public convenience, health, and welfare. A more detailed scope of work, along with budgets, will be identified in a security and reimbursement agreement with Hattiesburg Clinic P.A.

Proceeds of the Bonds may also be used to fund capitalized interest and/or a debt service reserve fund as may be permitted under Mississippi Code Annotated § 21-45-1, *et seq*.

The Bonds shall be secured solely by a pledge by the City of up to one hundred percent (100%) of the incremental increase in ad valorem tax revenues on real and personal property generated by construction and development in the TIF District, as described in the TIF Plan, and will never be a general obligation of the City secured by the full faith, credit, and taxing power of the City or create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in the ad valorem taxes set forth above. The City intends to enter an inter-local Agreement with Forrest County, Mississippi (the **"County"**), pursuant to the Regional Economic Development Act to support the Project and allow for efficient use of proceeds of the Bonds. The County is expected to pledge up to one hundred percent (100%) of the incremental increase in ad valorem real and personal property taxes generated by development in the TIF District to support the Project. The Bonds will likewise never be a general obligation of the County secured by the full faith, credit and taxing power of the County. If deemed necessary and appropriate, the City and the County may require additional security from the developers of the Project. It is expected that bonds will be issued for a term of up to 15 years.

Construction of the Project and payment of the Bonds issued pursuant to the TIF Plan will be paid as hereinabove set forth and will not require an increase in any kind or type of taxes by the City or the County.

The City and the County may exercise their authority under Chapter 45 of Title 21, Mississippi Code of 1972, as amended (the **"Act"**), individually or jointly, pursuant to an inter-local Cooperation Agreement as authorized by Mississippi Code Annotated § 21-45-3 *et seq*.
Witness my signature and seal, this the 20th. day of August, 2013.

_____
Eddie R. Myers, City Clerk

{S E A L:}

Publish One (1) Time in the legal section of the *Hattiesburg American* on August 23, 2013.

Send Proof of Publication and Invoice to:

Eddie Myers, City Clerk
City of Hattiesburg
Post Office Box 1898,
Hattiesburg, Mississippi 39403

Send copy of Proof of Publication to:

Urban Planning Consultants, Inc.
1100 Cherry Street
Vicksburg, MS 39183

THE HATTIESBURG CLINIC PROFESSIONAL ASSOCIATION
PROJECT SUMMARY
HATTIESBURG, MISSISSIPPI 2013

I. Project Description

In a significant and important effort to support the community's plans and to be associated with the Midtown Hattiesburg District vision directly, the Hattiesburg Clinic Professional Association (the "Clinic") proposes to develop two parking lots and a new administrative office complex with additional parking (the "Administrative Service Building") within the newly defined "Midtown Hattiesburg District." It will represent a significant economic expansion of the Clinic's current position in the Hattiesburg medical trade area, and provide for a consolidation of seven separate satellite facilities into the economic center of the Midtown District Project. This in turn will allow space for the needed expansion of net new staffing positions needed in both the medical clinic area as well as in the medical administrative support areas. The additional professional jobs being created will provide for even more economic growth outside of the immediate project being proposed in this summary.

The new administrative office building will house the business office, the current "Epic" electronic medical record support, and computer network administration and human resources departments.

Presently, the staff in these support areas resides in seven unique buildings on or within a mile of the main Clinic campus in Hattiesburg. The consolidation of these functions into a single facility will enhance the property by creating the following improvements:

- Facilitate a more effective management of certain key service departments by consolidating the staff from multiple locations into a single coordinated space
- Provide space for future expansion of the above noted service areas to continue to meet the needs of the anticipated increasing growth of the medical market trade area
- Allow for the elimination of the cost of four (4) third-party real estate lease agreements
- Free up in excess of 15,000 square feet in the main Clinic medical office building (415 South 28th Avenue) and 28th Place to be used for the expansion of the Forrest County ophthalmology and obstetrical services, and the creation of a new satellite family medicine graduate medical education program of the University of Mississippi's School of Medicine.

II. Private Investment in Excess of Eleven Million, Eight Hundred Eighty One Thousand Dollars ($12,281,000)

The development and construction of the Project will be comprised of a private investment of approximately $11,881,000 in land, buildings, parking, site improvements, and an additional $400,000 in FF&E related expense for a total estimate of $12,281,000.

III. Job Creation

Construction Jobs: It is expected that the construction of the Project will create scores of construction jobs that will generate a significant construction payroll much of which will be spent locally and have a positive impact on the local economy of Hattiesburg and Forrest County. The Project is expected to take approximately fifteen (15) months of construction time to complete.

a) *Permanent Full and Part-Time Jobs:* Upon completion of the Project, it is expected that the new Administrative Services Center will allow the clinic to employ an additional fifty (50) full-time support staff members. The projected payroll associated with these incremental positions is approximately $2,050,000.
b) When the Clinic relocates staff from its existing main campus facilities and repurposes this space (15,000 square feet) for additional health care providers, it is expected that it would increase payroll and the number of employees by $3,400,000 and thirty-six (36) professional positions, respectively.

IV. Property Taxes

Currently, property taxes generated by four (4) separate parcels, including one (1) acre to be acquired from Forrest General Hospital and Forrest County on which the Project is to be located are negligible. As a result of the total Project, real and personal property ad valorem taxes could reach approximately **$252,928.12**. The following table illustrates the estimated ad valorem taxes before and after construction of the Project:

Estimated AD VALOREM TAXES

Entity	Current Tax*	Taxes After Improvements*	Total Net Increase*
City (47.42mils) Real Property & Personal Property	$2,826.76	$74,251.54	$71,424.78
County (55.09 mils) Real Property & Personal Property	$3,402.60	$86,261.44	$82,858.84
School District (59.02 mils) Real Property & Personal Property	$3,947.74	$92,415.14	$88,467.40
Totals:	**$10,177.10**	**$252,928.12**	**$242,751.02**

* The estimated taxes provided in the foregoing table are based on data provided by the Developer and the Forrest County Tax Assessor.

V. Partial Listing of Project Benefits

- The Hattiesburg Clinic Professional Association will significantly advance Hattiesburg and Forrest County's goal of improving and sustaining a better quality of life for the residents of Hattiesburg and the many surrounding communities that rely on this strategic medical care facility.
- Construction of the Project will represent a private investment of over $12,281,000, and will have a significant impact on the economy of Hattiesburg and Forrest County.
- Increased real and personal property ad valorem taxes generated from the Project are projected to be a combined net increase to the County, City, and School District of $242,751.02. This can be broken down by, the City receiving $71,424.78, the County receiving $82,858.84, and the School District receiving $88,467.40.
- This Project will create 86 new full and part-time jobs with a payroll of in excess of $5,450,000, annually thus having a long-term positive impact on the community.

- The Project will establish a new development in the Hattiesburg and Forrest County market, thus enhancing the city and the county's competitive position as one of the State of Mississippi's pre-eminent medical communities.
- The Project will be the first significant investment in the city's new "Midtown Hattiesburg District," whose goal is to create a "walk-able," "workable," mixed use community that connects people to living, shopping, dining, entertaining, educational, medical, cultural, and recreational venues.
- Due to the concentration of additional workers, residents, and new customers commuting into the Midtown District daily. This development will positively support the development of additional investments in the district.
- The Hattiesburg Clinic Professional Association will strengthen the stature of Hattiesburg and Forrest County as one of Mississippi's best regional medical centers broadening the full continuum of care in the community.
- The Hattiesburg Clinic Professional Association is a strong and viable economic development project that will serve as a major catalyst for additional private investment in the Project area to support and enhance growth.

VI. Project Feasibility/Assistance Needed

- The high cost of land and infrastructure requires financial assistance from the City and County if the Project is to become a reality.
- Developers propose the City and County provide Tax Increment Financing to help defray some of the cost of infrastructure including a lighted and landscaped access road, as well as water, sewer, gas, drainage, landscaping, parking, and related earth works. Estimated costs are approaching $3,150,000.
- The Project mutually benefits the whole Midtown District and will attract additional traffic and customers into area. The cost associated with the land acquisition and parking requirements including the additional quality of life features are creating an undue burden on the development cost.
- Additional infrastructure and access cost are associated with this project due to its proximity of other major developments associated with Forrest General Hospital and the surrounding area.

Estimates of Eligible Expenses for Reimbursement Under Tax Increment Financing:

1. Architectural, engineering, and other related professional fees	$165,000
2. Land acquisition of two parcels for parking facilities	$1,907,000
3. Parking facility improvements, curb, gutter, surface treatment, lighting, drainage, landscape, roadwork, earthwork, sidewalks, drainage, signage	$1,028,000
4. Additional site utilities, landscaping, drainage, sidewalks	$49,000
Total:	**$3,149,000**

Exhibit A: Includes some of the specific line item expenses included above for the Administrative Support Services Building based on early designed cost estimates provided.
Exhibit B: Includes some of the specific line item expenses included above for the parking facility based on early design cost estimates provided.

Tax Increment Financing (TIF)
The following tables illustrate proposed tax increment financing scenarios:

Term	TIF Bond Issue (Est.)	Annual Payment (80%)	Net Increased Tax Available
15 yrs. @5.0% (100% City/100% County)	$1,300,665.52	$123,426.90	$154,283.62

NOTE: These estimates assume a 1.2 debt ratio on the net increase in taxes based on data estimates from the Developer, and the Forrest County Tax Assessor. Current millage rates that were used include (City – 47.42 & County – 55.09), with an allocated 100% commitment from the city and 100% participation of the estimated increase in ad valorem tax from the county for 15 years on the incremental tax increase designated towards the proposed TIF bond payments, less the required 20% debt reserve amount of $30,856.72.

Economic Impact Summary:

Employment: 86

Payroll Estimated: $5,450,000 (Avg. payroll per employee of $63,372.09)

Exhibit A

Exhibit B

Hattiesburg Clinic
Administrative Support Services Building
Hattiesburg, Mississippi

Item Of Work	Base Cost	Cost with General Requirements	Cost with OH and Profit
Site Clearing and Grubbing	$5,000.00	$5,417.50	$5,959.25
Strip Top Soil	$2,100.00	$2,275.35	$2,502.89
Respread top soil	$2,520.00	$2,730.42	$3,003.46
Grad/shape /proof rool site	$19,989.00	$21,658.08	$23,823.89
excavate/Haul-Off dirt	$40,335.00	$43,702.97	$48,073.27
New Fill	$51,850.00	$56,179.48	$61,797.42
Washed Gravel in Islands	$4,080.00	$4,420.68	$4,862.75
City Tap Fees	$25,000.00	$27,087.50	$29,796.25
6" Sanitary Sewer	$1,800.00	$1,950.30	$2,145.33
PVC Inlet	$800.00	$866.80	$953.48
6" PVC Water Line	$569.00	$616.51	$678.16
4" PVC Domestic Service	$300.00	$325.05	$357.56
Storm Drainage	$20,000.00	$21,670.00	$23,837.00
Underground Detention System	$30,000.00	$32,505.00	$35,755.50
Detention Inlet	$16,000.00	$17,336.00	$19,069.60
4" French Drain	$10,500.00	$11,376.75	$12,514.43
H.D. Concrete Paving	$40,250.00	$43,610.88	$47,971.96
Asphalt Paving	$104,007.00	$112,691.58	$123,960.74
Lime Stone Base	$100,379.00	$108,760.65	$119,636.71
Lime Stone Drive-Off	$1,320.00	$1,430.22	$1,573.24
Pavement Marking	$3,610.00	$3,911.44	$4,302.58
Pavement Stripping	$788.00	$853.80	$939.18
Curb and Gutter	$36,480.00	$39,526.08	$43,478.69
Precast Conc. Wheel Stops	$168.00	$182.03	$200.23
Concrete Sidewalks	$20,236.00	$21,925.71	$24,118.28
Brick Pavers on Conc. Base	$7,762.00	$8,410.13	$9,251.14
Concrete side walk Steps	$648.00	$702.11	$772.32
Sod and Fine Grade	$10,161.00	$11,009.44	$12,110.39
		Total ConstructionCost	$663,445.69
Architects/Engineers Fees		6%	$39,806.74

THE WALKER
ENGINEERS ■ PLANNERS ■ DESIGNERS

ENGINEER'S ESTIMATE

DATE: May 15, 2013 **S.N.: 128-12**

PROJECT: Proposed Parking Lot, Main Campus - Option 5D
Hattiesburg Clinic
Hattiesburg, MS

	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
S-203-E1	Borrow Excavation (F.M.E.) (Contractor Furnished)	2,900.0	C.Y.	$20.00	$58,000.00
S-203-H	Excess Excavation (FM) (2' Undercut)	3,400.0	C.Y.	$10.00	$34,000.00
S-212	Erosion Control	1.0	L.S.	$20,000.00	$20,000.00
S-403-A	Hot Mix Asphalt, (ST) (12.5MM) (6" Thickness)	1,070.0	TON	$105.00	$112,350.00
S-601-B2	18" PVC Inlet	2.0	EA.	$800.00	$1,600.00
S-601-B3	Curb Inlet (Type SS2)	3.0	EA.	$4,000.00	$12,000.00
S-601-B4	Special Design Inlet	1.0	EA.	$6,000.00	$6,000.00
S-601-B5	Detention Outlet Structure	1.0	EA.	$4,000.00	$4,000.00
S-603-PE-18	18" CPVC (For Inlets)	455.0	L.F.	$30.00	$13,650.00
S-603-PE-24	24" CPVC (Outlet Pipe)	105.0	L.F.	$41.00	$4,305.00
S-603-PE	Underground Detention System	1.0	EA.	$17,500.00	$17,500.00
S-608-A	Concrete Sidewalk	790.0	S.Y.	$40.00	$31,600.00
S-609-D	Combination Concrete Curb and Gutter	1,800.0	L.F.	$20.00	$36,000.00
S-621-G-1	Striping	2,100.0	L.F.	$2.00	$4,200.00
S-621-M	Electrical (Lighting)	1.0	L.S.	$10,000.00	$10,000.00

Notes: 1. Earthwork quantities are estimated.
2. Area of proposed new asphalt construction = 29,000 S.F.
3. Items shown with * are required to comply with detention requirements established by City of Hattiesburg Site Plan Review.

CONSTRUCTION ESTIMATE ONLY

Subtotal Construction = $365,205.00

2203 Hardy Street, Hattiesburg, MS 39401
(601) 583-2127

TAX INCREMENT FINANCING PLAN

HATTIESBURG CLININC MIDTOWN DISTRICT PROJECT

HATTIESBURG, MISSISSIPPI

2013

URBAN PLANNING CONSULTANTS, INC
1100 Cherry Street • Vicksburg, Mississippi 39183 • (601) 638-7121 • Facsimile (601) 638-5292 • E-Mail: laurence@upc.ms

TAX INCREMENT FINANCING PLAN
HATTIESBURG CLINIC MIDTOWN DISTRICT PROJECT
HATTIESBURG, MISSISSIPPI
2013

ARTICLE I PURPOSE AND INTENT

Section 1.01 Preamble.

(a) The administration and implementation of this *"Tax Increment Financing Plan, Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013,"* (the **"TIF Plan"**) will be a joint undertaking of the City of Hattiesburg (the **"City"**) and Forrest County (the **"County"**). The City and County will enter into an inter-local agreement or a regional economic development alliance agreement (**"Agreement"**) under the Regional Economic Development Act (the **"REDA Act"** as defined below) as applicable, that will designate the City as the primary party in interest in carrying the project forward. The issuance of Bonds, Notes, or other similar debt obligations in one or more series to provide funds to finance the costs of construction of various public infrastructure and related site improvements in connection with the Project. The TIF Plan shall be a joint undertaking of the City and County whereby the City will issue one or more series of Tax Increment Financing Revenue Bonds as authorized herein to finance the Project as more fully described herein.

(b) The Tax Increment Financing and other funds as identified herein will be used to defray the cost of construction and installation of various public infrastructure improvements in connection with the Project and other activities to serve Hattiesburg Clinic Midtown District Project (the **"Project"**) and the community as a whole.

(c) The total cost of the infrastructure, site improvements and other activities making up the Project as defined below, is estimated to be approximately ELEVEN MILLION, EIGHT-HUNDRED THOUSAND DOLLARS ($11,800,000), plus an additional FOUR HUNDRED THOUSAND DOLLARS ($400,000) in furniture, fixtures, and equipment for a project total estimated investment of TWELVE MILLION, TWO HUNDRED EIGHTY-ONE DOLLARS ($12,281,000) part of which will be funded through Tax Increment Financing Revenue Bonds, notes or other similar debt instruments issued in one or more series in an amount not to exceed ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS ($1,500,000) by the City pursuant to the TIF Plan and Section 21-45-1, *et seq.*, Mississippi Code of 1972, as amended (the "TIF Act") and the Regional Economic Development Act funding as authorized by Section 57-64-1, et seq., Mississippi Code of 1972 as amended (**"the REDA Act"**) as applicable.

(d) The descriptions of the Project and the tax revenue projections were provided by The Hattiesburg Clinic, P.A., (**"the Developer"**) and the Forrest County Tax Assessor's office.

Section 1.02 Statement of Intent. As provided in the Preamble of this TIF Plan, the City, acting on behalf of itself and the County, proposes to issue Tax Increment Financing Revenue Bonds, notes, or other similar debt instruments in one or more series, pursuant to the authority outlined hereinabove, in an amount not to exceed ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS ($1,500,000), which will be secured solely by the City's pledge of up to one hundred percent (100%) of the increased real and personal property ad valorem taxes

generated by the Project in the Tax Increment Financing, ("TIF") District and a pledge by the County of up to one-hundred percent (100%) of the increased real and personal property ad valorem taxes generated by the construction and development of the Project within the TIF District proposed herein. The TIF funds will be used to pay the cost of constructing and installing various infrastructure improvements and site improvements of the Project including, but not limited to, installation of utilities such as water, sanitary sewer and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter, parking, sidewalks; installation of traffic signalization and signage; grading; lighting and landscaping of rights-of-way; purchase of rights-of-way and other property necessary for the installation of the infrastructure and other improvements described hereinabove; capitalized interest; and other related expenses such as engineering; all expenses in connection with the authorization, sale and issuance of bonds, notes, or similar debt instruments; TIF plan preparation fees and other incidental related costs; and related professional fees. If deemed necessary and appropriate, the City and County may require additional security from the Developers of the Project. The construction of the aforementioned improvements will be undertaken to provide for the public convenience, health and welfare. A more detailed scope of work, along with budgets, will be identified in a security and reimbursement agreement with the Hattiesburg Clinic, P.A.

Section 1.03 Public Convenience and Necessity. The public convenience and necessity requires participation by the City and County in this Project. The public interest will be served by the City and County's participation in the public infrastructure and other public improvement and facilities costs of the Project. The Project will accomplish the following, which will provide for the public convenience and necessity and serve the best interests of the citizens of the City and County:

(a) **Private Investment.** Construction of the Project will represent a private investment of approximately $12,281,000 with an impact of those funds into the local economy

(b) **Increase in City Ad Valorem Taxes.** Increased City real and personal property taxes generated from Hattiesburg Clinic Midtown District Project are projected to be as follows:

Entity	Current Tax	Taxes After Improvements	Total Increase
City (47.42 mils)			
Real and Personal Property	$2,826.76	$74,251.54	$71,424.78

(c) **Increase in County Ad Valorem Taxes.** Increased County real and personal property taxes generated from Hattiesburg Clinic Midtown District Project are estimated to be as follows:

Entity	Current Tax	Taxes After Improvements	Total Increase
County (55.09mils)			
Real and Personal Property	$3,402.60	$86,261.44	$82,858.84

(d) The Project will generate the following estimated real and personal property taxes for the School District:

Entity	Current Tax	Taxes After Improvements	Total Increase
School (59.02 mils)			
Real and Personal Property	$3,947.74	$92,415.14	$88,467.40

(e) **Summary of Benefits**

- The Project will establish a new development in the Hattiesburg and Forrest County market, thus enhancing the city and the county's competitive position as one of the State of Mississippi's pre-eminent medical communities.
- The Project will be the first significant investment in the city's new "Hattiesburg Midtown District," whose goal is to create a "walk-able", "workable", mixed use community that connects people to living, shopping, dining, entertaining, educational, medical, cultural and recreational venues.
- This development will positively support the development of additional investments in the district, due to the concentration of additional workers and new customers in the Midtown District daily.
- The Hattiesburg Clinic Professional Association will strengthen the stature of Hattiesburg and Forrest County as one of Mississippi's best regional medical centers broadening the full continuum of care in the community.
- The Hattiesburg Clinic Professional Association is a strong and viable economic development project that will serve as a major catalyst for additional private investment in the Project area to support and enhance growth.
- The Clinic will facilitate a more effective management of certain key service departments by consolidating the staff from multiple locations into a single coordinated space.
- The Clinic will provide space for future expansion of the above noted service areas to continue to meet the needs of the anticipated increasing growth.
- The Project will allow for the elimination of the cost of four third-party real estate lease agreements.
- The Project will free up in excess of 15,000 square feet in the main Clinic medical office building (415 South 28th Avenue and 28th Place) to be used for the expansion of the Forrest County ophthalmology and obstetrical services and the creation of a new satellite family medicine graduate medical education program of the University of Mississippi's School of Medicine.

ARTICLE II. PROJECT AND DEVELOPER INFORMATION

Section 2.01 Project Description.

Hattiesburg Clinic Midtown District Project

Section 2.02 Developer Information.

(a) Name of Developer:
The Hattiesburg Clinic, P.A.

(b) Address of Company:
415 South 28th. Avenue
Hattiesburg, MS 39401

Local Contractors or Agents:
To be determined by the developer using competitive bids/proposals processes

ARTICLE III. ECONOMIC DEVELOPMENT IMPACT DESCRIPTION.

Section 3.01 Job Creation.

Construction Jobs: It is expected that the construction of the Project will create scores of construction jobs that will generate a significant construction payroll that will be spent locally and have a positive impact on the economy of Hattiesburg and Forrest County. The Project is expected to take approximately 15 months of construction time to complete.

a) *Permanent Full and Part-Time Jobs:* Upon completion of the Project, it is expected that the new Administrative Services Center will allow the clinic to employ an additional 50 full time support staff members. The projected payroll associated with these incremental positions is $2,050,000
b) When the Clinic relocates staff from its existing main campus facilities and repurposes this space (15,000 square feet) for additional health care providers, it is expected that we would increase payroll and number of employees by $3,400,000 and 36 professional positions, respectively.

Section 3.02 Financial Benefit To The Community.

The Hattiesburg Clinic Professional Association, (the "Clinic") proposes to develop a new administrative office complex (the "Administrative Service Building") and two additional parking facilities within the newly defined "Hattiesburg Midtown District." It will represent a significant economic expansion of the Clinic's current position in the Hattiesburg medical trade area and provide for a consolidation of seven separate satellite facilities into the economic center of the Midtown District Project. This in turn will allow space for the needed expansion of net new staffing positions in both the medical clinic area as well as in the medical administrative support areas.

The new administrative office building will house the business office, the current "Epic" electronic medical record support, the computer network administration and human resources departments.

Presently, the staff in these support areas resides in seven unique buildings on or within a mile of the main Clinic campus in Hattiesburg. The consolidation of these functions into a single facility will allow for growth.

The descriptions of the Project (attached hereto as Exhibit II "Project Summary") and the tax revenue projections were provided to the City and County by Hattiesburg Clinic, P.A., with the assistance from the Forrest County Tax Assessor office.

Project Location

a. *Legal Description and Map*

Attached hereto as Exhibit I is a survey and legal description of the land upon which the Project will be located. This survey identifies the TIF District from which the tax revenues will be generated to service the TIF bond debt.

b. *Environmental Characteristics and Zoning*

The Project site is comprised of approximately one (1) acre of undeveloped prime commercial property. This property is currently properly zoned to allow for the proposed Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013 development as described in this TIF Plan.

(a) ***Ad Valorem Tax Increases***

The construction and development of the Project will generate significant increases in ad valorem tax revenues for the City, the County and the School District. The following are estimates of new ad valorem tax revenues that are expected to be generated by the development.

AD VALOREM TAXES

Entity	Current Tax*	Taxes After Improvements*	Total Increase*
City (47.42mils) Real Property & Personal Property	$2,826.76	$74,251.54	$71,424.78
County (55.09 mils) Real Property & Personal Property	$3,402.60	$86,261.44	$82,858.84
School District (59.02 mils) Real Property & Personal Property	$3,947.74	$92,415.14	$88,467.40
Totals:	**$10,177.10**	**$252,928.12**	**$242,751.02**

* The estimated taxes provided in the foregoing table are based on data provided by the Developer and the Forrest County Tax Assessor's office.

ARTICLE IV. A STATEMENT OF THE OBJECTIVE OF THE TAX INCREMENTFINANCING PLAN

Section 4.01 Primary Objective

The primary objective of the TIF Plan is to serve the public convenience and necessity by participating in the "Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013." The TIF Plan will provide financing to acquire property, construct public infrastructure and other improvements to serve the development as described in the preamble to this TIF Plan. The public infrastructure improvements will be constructed in accordance with standards, codes and ordinances of the City.

The improvements will provide for the health and welfare of the public by providing for safe and adequate street, drainage improvements, parking and public access, adequate utilities, which may include electrical, water, gas, sanitary sewer systems and drainage systems. The area will also be landscaped.

ARTICLE V. A STATEMENT INDICATING THE NEED AND PROPOSED USE OF THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN

Section (5.01) Property Description

The proposed use of the Tax Increment Financing Plan is to provide a financing mechanism for the construction of the Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013 and other improvements necessary to serve the public that will utilize the induced development. This TIF Plan is consistent with the goals and objectives of the Tax Increment Financing Redevelopment Plan of the City of Hattiesburg Mississippi.

The legal description and survey map are attached hereto as **Exhibit I**

ARTICLE VI. A STATEMENT CONTAINING THE COST ESTIMATE OF THE REDEVELOPMENT PROJECT, PROJECTED SOURCES OF REVENUE TO MEET THE COSTS and TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

Section 6.01 Cost Estimate of Development Project.

The development of the Project will represent a private investment in excess of TWELVE MILLION, TWO-HUNDRED THOUSAND DOLLARS ($12,200,000). As set forth in the Preamble of this TIF Plan, this TIF Plan will be a joint undertaking of the City of Hattiesburg and Forrest County, whereby the City and County will enter into an inter-local agreement, which will designate the City as the primary party in interest in carrying the Project forward. The City and County propose that the City is to issue bonds or notes as authorized in the Preamble of this TIF Plan, in one or more series, in an amount not to exceed ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS ($1,500,000). The TIF funds will be used to pay the cost of constructing and installing various infrastructure improvements and site improvements of the Project including, but not limited to, installation of utilities such as water, sanitary sewer and natural gas lines, relocation of utilities, installation and relocation of electrical services, installation of storm drainage, construction of roadways with curb and gutter, parking, sidewalks, installation of traffic signalization and signage, grading, lighting and landscaping of rights-of-way, purchase of rights-of-way and other property necessary for the installation of the infrastructure and other improvements described hereinabove, capitalized interest and other related expenses such as engineering all expenses in connection with the authorization, sale and issuance of bonds, or indebtedness TIF plan preparation fees and other incidental related costs and related professional fees. If deemed necessary and appropriate, the City and County may require additional security from the Developers of the Project. The construction of the aforementioned improvements will be undertaken to provide for the public convenience, health and welfare. A more detailed scope of work, along with budgets, will be identified in a security and reimbursement agreement with the Hattiesburg Clinic, P.A.

Proceeds of the Bonds or Notes may also be used to fund capitalized interest and/or a debt service reserve fund as may be permitted under Section 21-45-1, *et seq.*, Mississippi Code of 1972, as amended.

Section 6.02 Projected Sources of Revenue to Meet Costs.

The Hattiesburg Clinic, P.A. will secure financing for the private investment. The City will pledge up to one hundred percent (100%) of the ad valorem tax increases from the real and personal property generated in the TIF District to finance the Tax Increment Financing Bonds. The County's pledge of ad valorem tax shall be limited to up to one hundred percent (100%) of the increase in its real and personal property ad valorem taxes generated in the TIF district. If deemed necessary and appropriate, the City and County may require additional security from the Developer of the Project generated in the TIF District.

Section 6.03 Total Amount of Indebtedness to be Incurred.

As provided in the Preamble of this TIF Plan, the City will issue up to ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS ($1,500,000) in TIF Bonds Notes or other similar Debt Instruments, in one or more series, which will be secured by the City with the pledge of up to one

hundred percent (100%) of the incremental increases in ad valorem real and personal property taxes generated by development in the TIF District. The County will pledge up to one hundred percent (100%) of the incremental increases in ad valorem real and personal property taxes generated by development in the TIF District. If deemed necessary and appropriate, the City and County may require additional security from the development of the Project.

The City's pledge of ad valorem tax shall be limited to up to one hundred percent (100%) of the increase in its real and personal property ad valorem taxes generated in the TIF District. *Tax Increment Financing Redevelopment Plan, Hattiesburg, Mississippi and Tax Increment Financing Plan, Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013 and Tax Increment Financing Redevelopment Plan, Forrest County, Mississippi and Tax Increment Financing Plan, Hattiesburg Clinic Midtown District Project, Forrest County, Mississippi 2013* shall be a joint undertaking by the City and the County including, but not necessarily limited to, the issuance of Bonds or Notes to provide funds to defray the cost of the improvements.

Section 6.04 Description of Interest Rate and Required Payments on the TIF Debt Obligations. It is expected that Bonds, Notes or similar Debt Instruments for the development can be obtained at an annual interest rate of not more than five percent (5%) for up to fifteen (15) years of tax increment debt obligations. Annual principal and interest payments are estimated to be up to approximately $123,426.90 assuming the 5% rate and tax increment obligations over a period of up to fifteen (15) years.

Section 6.05 Pledge of Taxes to Service the TIF Debt Obligations. The increase in ad valorem real and personal property tax revenues to be generated for the City by the Project are estimated to be $71,424.78. The increase in ad valorem real and personal property tax revenues to be generated for the County resulting from construction and development of Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013 are estimated to be $82,858.84. It is requested that up to one-hundred percent (100%) of the increased ad valorem real and personal property taxes generated by the Project in the TIF District of the City be pledged to the payment of the tax increment debt obligations and up to one-hundred percent (100%) of the increased ad valorem real and personal property taxes generated by the Project in the TIF District of the County be pledged to the payment of the increment debt obligations. The only obligations of the City and County with respect to the payment of the debt obligations will be the pledge of the increased ad valorem real and personal property tax revenues of the City and County within the TIF District and generated from the development of the property identified in Exhibit I attached hereto. The County's pledge of ad valorem tax increases shall be limited to up to one hundred percent (100%) of the increased real and personal ad valorem taxes created within the TIF District. If deemed necessary and appropriate, the City and County may require additional security from the developers of the project generated from the Project within the TIF District.

Section 6.06 Excess Taxes to be Added to General Funds. Of the total estimated principal and interest payments of $123,426.90, the City will pledge up to one-hundred percent (100%) of the added increments of ad valorem taxation on the real and personal property generated by the construction and development in the TIF District to service the debt. The County's pledge of real and personal property ad valorem tax increases shall be limited to up to one hundred percent (100%) of such increase within the TIF District. The added increment of City ad valorem taxation is estimated to be about $71,424.78. Any surplus will be deposited in the general funds of the City to be used for any lawful purpose.

Bonds, Notes or similar Debt Instruments will be issued in one or more series proportionate with the level of ad valorem taxes generated within the TIF District in amounts and percentages to be defined in the development agreements and/or the security and reimbursement agreements between the Hattiesburg Clinic, P.A. and the City. If deemed necessary and appropriate, the City may require additional security from the Developer of the Project.

The amount of bonds, notes or similar debt instruments, the timing of the issuance and the percentage of debt service to be repaid by the City and the County shall be determined pursuant to further proceedings of the City and the County.

Section 6.07 TIF Debt Obligations to be Issued in an Amount that is Commensurate with Pledged Tax Revenue. The TIF Debt Obligations will be issued proportionate to the level of the City's and the County's pledged ad valorem real and personal property tax increases generated within the TIF District in amounts and percentages to be defined in the development agreements and the security and reimbursement agreements between the Developer and the City. If deemed necessary and appropriate, the City and the County may require additional security from the Developers. The amount of TIF Debt Obligations, the timing of the issuance, and the percentage of debt service to be repaid by the County and City shall be determined pursuant to further proceedings of the City and the County.

ARTICLE VII. LIST OF ALL REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT FINANCING PLAN

The real property to be included in this TIF Plan from which the ad valorem real and personal property tax revenues will be generated to finance the bonds will be the approximately one (1) acre tract consisting of Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013 property (see Exhibit I.)

ARTICLE VIII. DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE

The duration of the *Tax Increment Financing Plan, Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013,* will not exceed twenty (20) years.

ARTICLE IX. ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAXING JURISDICTIONS IN WHICH A REDEVELOPMENT PROJECT IS LOCATED

Section 9.01 Ad Valorem Tax Increases

The construction and development of the Project will generate significant increases in ad valorem tax revenues for the City, the County and the School District. The following are estimates of the new ad valorem tax revenues expected to be generated by the development:

AD VALOREM TAXES

Entity	Current Tax	Taxes After Improvements	Total Increase
City (47.42 mils)			
Real and Personal Property	$2,826.76	$74,251.54	$71,424.78
Entity	**Current Tax**	**Taxes After Improvements**	**Total Increase**
County (55.09 mils)			
Real and Personal Property	$3,402.60	$86,261.44	$82,858.84
Entity	**Current Tax**	**Taxes After Improvements**	**Total Increase**
School (59.02 mils)			
Real and Personal Property	$3947.74	$92,415.14	$88,467.40

The ad valorem real and personal property revenue projections were provided from the County with the assistance of the Hattiesburg Clinic, P.A.

ARTICLE X. A STATEMENT REQUIRING THAT A SEPARTE FUND BE ESTABLISHED TO RECEIVE THE ADDED INCREMENTS OF AD VALOREM TAXES AND THE PROCEEDS OF ANY OTHER FINANCING ASSISTANCE

A separate fund entitled "Tax Increment Financing Fund, Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013" shall be established by the City and County to receive real and personal property ad valorem taxes and the proceeds of any other financial assistance received in connection with this Tax Increment Financing Plan.

ARTICLE XI. THE GOVERNING BODY SHALL BY RESOLUTION, FROM TIME TO TIME, DETERMINE (i) THE DIVISION OF AD VALOREM TAX RECEIPTS, IF ANY, THAT MAY BE USED TO PAY FOR THE COST OF ALL OR ANY PART OF A REDEVELOPMENT PROJECT; (ii) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (iii) IF THE GOVERNING BODY SHALL ISSUE BONDS FOR SUCH REDEVELOPMENT PROJECT; AND (iv) SUCH OTHER RESTRICTIONS, RULES AND REGULATIONS AS IN THE SOLE DISCRETION OF THE GOVERNING BODY OF THE COUNTY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.

Through the adoption of the *Tax Increment Financing Plan, Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi 2013,* the Governing Body of the County acknowledges the above and shall adopt the necessary resolutions when deemed necessary and appropriate.

ARTICLE XII. PLAN OF FINANCING

Section 11.01 Pledge of Increases in Taxes. The TIF Plan provides for the City, acting on behalf of itself and the County, to issue the TIF Revenue Bonds or Notes in one or more series, which will be secured by the City with the pledge of up to one-hundred percent (100%) of the incremental increases in real and personal property ad valorem taxes, generated by the Project lying in the one (1) acre tract of land, which comprises the TIF District established by this TIF Plan. Within the one (1) acre TIF District, the County will pledge up to one hundred percent (100%) of the incremental increase in real and personal property ad valorem taxes generated by the development. If deemed necessary and appropriate, the City and County may require additional security from the Developer of the Project.

Section 11.02 Funding Through Issuance of TIF Debt Obligations. Such decision on the most advantageous method for the City and County to incur the debt will be made pursuant to further proceedings of the County and the City.

Section 11.03 Amount, Timing, and other Terms of TIF Debt Obligations. The Project may be funded in whole or in part through the following source: Tax Increment Financing Revenue Bonds issued in one or more series in an amount not to exceed ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS ($1,500,000) by the City issued pursuant to the TIF Plan, Section 21-45-1, *et seq.*, Mississippi Code of 1972, as amended (the "TIF Act").

The amount of bonds, the timing of the issuance and the percentage of debt service to be repaid by the City and the County shall be determined pursuant to further proceedings of the City and the County.

Exhibit I

Legal Descriptions of Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi, 2013 and Survey Map of the Geographic Location of the Project

URBAN PLANNING CONSULTANTS, INC
1100 Cherry Street • Vicksburg, Mississippi 39183 • (601) 638-7121 • Facsimile (601) 638-5292 • E-Mail: laurence@upc.ms

Exhibit II

The Hattiesburg Clinic Professional Association "Project Summary"
Hattiesburg Mississippi 2013

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415 S 28th Ave, Hattiesbur

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Google earth

August 13, 2013

Administrative Services Support Building

Hattiesburg, Mississippi

LANDRY AND LEWIS ARCHITECTS, P.A. HATTIESBURG, MISSISSIPPI

HATTIESBURG CLINIC



August 13, 2013

Administrative Services Support Building

Hattiesburg, Mississippi

LANDRY AND LEWIS ARCHITECTS, P.A. HATTIESBURG, MISSISSIPPI

HATTIESBURG CLINIC

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES AND COUNTIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT "HATTIESBURG CLINIC MIDTOWN DISTRICT PROJECT, HATTIESBURG, MISSISSIPPI, 2013," IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE, THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, AND FOR RELATED PURPOSES.

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

1. The Mississippi "Tax Increment Financing Act," Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "**Act**"), authorizes municipalities and counties in the State of Mississippi to undertake and carry out redevelopment projects as defined therein with the use of Tax Increment Financing as set forth in detail in the Act, and also to carry out such projects jointly with other local governmental units, including foreign governmental units from other states, pursuant to the Regional Economic Development Act, Title 57, Chapter 64, Mississippi Code, as amended (the "**REDA Act**").

2. The Governing Body has previously conducted a hearing on and approved and adopted the Tax Increment Financing Redevelopment Plan, Hattiesburg, Mississippi, (the "**Redevelopment Plan**") for the City. The Redevelopment Plan constitutes a qualified plan under the Act.

3. Hattiesburg Clinic P.A. (the "**Developer**"), is proposing to develop a project to be known as "Hattiesburg Clinic Midtown District Project, Hattiesburg, MS, 2013" (the "**Project**"), in the City of Hattiesburg and in the proposed TIF District as such term is defined herein. The City will enter into an inter-local agreement with Forrest County (the "**County**") to support the Project and to allow proceeds from bonds issued pursuant to the TIF Plan (defined below) to be used to acquire real property, and construct or install various public infrastructure and other improvements to serve the Project as described in detail in the TIF Plan, and related cost such as, engineering; TIF Plan preparation fees; other incidental costs; and related professional fees. These costs will not exceed the sum of One Million, Five Hundred Thousand Dollars ($1,500,000). The Developer is requesting the assistance of the City and the County in providing the funding for the infrastructure by the utilization of Tax Increment Financing.

4. The Redevelopment Plan previously adopted by the Governing Body includes all land and real property located within the boundaries of the City. The Project appears to be a project of economic significance within the City and County and to qualify as a project eligible for Tax Increment Financing under the Redevelopment Plan, and the participation on the

part of the City and County is necessary and would be in the public interest and would benefit the economic and financial well-being and the public health, safety, and welfare of the City and County.

5. It is anticipated that there will be substantial increases in ad valorem tax revenues and retail sales tax revenues within the TIF District within the next several months and years as a result of the construction of the Project and that bonds may be sold and issued at a time or times in the reasonably near future as a result of such development. The Governing Body has been presented with a tax increment financing plan entitled ***Tax Increment Financing Plan, "Hattiesburg Clinic Midtown District Project, Hattiesburg, Mississippi, 2013"*** (the **"TIF Plan"**), which has attached as exhibits the map and legal description of the land included in the proposed TIF District. It appears to the Governing Body that the TIF District should be established by the Governing Body as described in the TIF Plan.

The City, acting on behalf of itself and the County, proposes to issue one or more series of Tax Increment Financing Revenue Bonds or Notes in an amount not to exceed ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS ($1,500,000), which will be secured solely by a pledge by the City of up to one-hundred percent (100%) of the increased ad valorem taxes on real and personal property generated by the Project within the TIF District, with and a pledge by the County of up to one-hundred 100% of the increased ad valorem taxes on real and personal property generated by the Project construction and development in the TIF District. The TIF funds will be used to pay the cost of constructing and installing various infrastructure improvements, and site improvements of the Project including, but not limited to, installation of utilities such as water, sanitary sewer, and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter, parking, sidewalks; installation of traffic signalization and signage; grading; lighting and landscaping of rights-of-way; purchase of rights-of-way and other property necessary for the installation of the infrastructure and other improvements described hereinabove; capitalized interest; and other related expenses such as engineering; all expenses in connection with the authorization, sale and issuance of bonds, or indebtedness; TIF plan preparation fees and other incidental related costs; and related professional fees. If deemed necessary and appropriate, the City and County may require additional security from the developers of the Project. The construction of the aforementioned improvements will be undertaken to provide for the public convenience, health, and welfare. A more detailed scope of work, along with budgets, will be identified in a security and reimbursement agreement with Hattiesburg Clinic P.A.

6. The construction of the aforementioned improvements will be undertaken to provide for the public convenience, health, and welfare. A more detailed scope of work, along with budgets, will be identified in a development and/or security and reimbursement agreement with the Developer. It is the intent of the TIF Plan that the City will pledge up to one-hundred percent (100%) of the increased ad valorem taxes on real and personal property, and a pledge by the County of up to one-hundred percent (100%) of the increased ad valorem taxes on real and personal property generated by construction and development in the TIF District. If deemed necessary and appropriate, the City may require additional security from the Developer of the project.

7. The City may exercise its authority as authorized by Section 21-45-3 of the Act.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City, as follows:

SECTION ONE: That the Governing Body of the City does hereby declare its intention to approve and adopt the TIF Plan and establish the TIF District as described in the TIF Plan and, jointly with the County, to issue Tax Increment Financing Revenue Bonds or Notes, in one or more series in an amount not to exceed One Million, Five Hundred Thousand Dollars ($1,500,000) (the **"Bonds"**) for the purpose of providing funds necessary to pay for the construction of various public infrastructure improvements in connection with the Project, including but not limited to, the acquisition of real property, and construction or installation of various public infrastructure and other improvements to serve the Project as described in detail in the TIF Plan such as engineering; TIF Plan preparation fees; other incidental costs; and related professional fees. If deemed necessary and appropriate, the City and County may require additional security from the developers of the project.

SECTION TWO: When and if issued, the Bonds shall be secured solely by a pledge by the City of up to one hundred percent (100%) of the increased ad valorem taxes on real and personal property generated by construction and development in the TIF District, for a term up to fifteen years (15). The County shall pledge up to one hundred percent (100%) of the real and personal property ad valorem tax increase generated by the development in the TIF District for a term of up to fifteen years (15). The Bonds shall not be secured by the full faith, credit, and the taxing power of the City or County nor create any other pecuniary liability on the part of the City or the County other than the pledge of the incremental increase in ad valorem taxes heretofore set forth. If deemed necessary and appropriate, the City and County may require additional security from the developers of the project.

SECTION THREE: A public hearing shall be held with respect to the TIF Plan in the regular meeting place of the Governing Body in the City Hall, 200 Forrest Street, Hattiesburg, Mississippi, at 4:00 P.M. on the 3rd. day of September 2013.

SECTION FOUR: The City Clerk is hereby directed to publish a notice of the public hearing in the *Hattiesburg American*, a newspaper in which the City is authorized to publish legal notices, one (1) time not less than ten (10) days nor more than twenty (20) days prior to the date set forth in Section Three hereof, pursuant to and in compliance with the requirements of Section 21-45-11 of the Act.

The foregoing Resolution, having first been reduced to writing, was read by the Clerk, and motion was made by Council member Naylor, seconded by Council member Delgado to approve, and upon a call for a vote, the following was recorded:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The motion having received the affirmative vote of a majority of the members present, the Council President declared the motion carried and the resolution adopted this, the 20th day of August, 2013.

ATTEST

Debbie Bernardo, Clerk of Council

Kim Bradley, Council President

The above and foregoing Resolution having been submitted and approved by the Mayor, this the 20th day of August, 2013.

Eddie R. Myers, City Clerk

Johnny L. DuPree, Mayor

(SEAL)

City of Hattiesburg, MS

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

Master

File Number: 2013-0493

File ID:	2013-0493	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	08/09/2013
Brief Title:	Contractor Appeal Hearing- Jimmy Burke			**Final Action:**	
				Minute Book Number:	MB2013-240

Title:

Set a Public Hearing for 4:00 P.M. Tuesday, September 3, 2013, on the appeal, filed by attorney Marcus McLelland, of the City of Hattiesburg Contractors Board action revoking the contractor's license for Jimmy Burke D/B/A Golden Eagle Services.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	contractor board attachment #1, contractor board ordinance, contractor board attachment #2, contractor board attachment #3, contractor board attachment #4	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Stacy Jackson	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013					

Text of Legislative File 2013-0493

Title

Set a Public Hearing for 4:00 P.M. Tuesday, September 3, 2013, on the appeal, filed by attorney Marcus McLelland, of the City of Hattiesburg Contractors Board action revoking the contractor's license for Jimmy Burke D/B/A Golden Eagle Services.

Summary

Appeal Public Hearing, Golden Eagle Services

Budget Information

Expenditure Type

Purchasing Item

Publication Information

ORDINANCE NO. 3034

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE ESTABLISHING A CONTRACTOR REVIEW BOARD, AMENDING CONTRACTOR LICENSING REQUIREMENTS AND TO ABOLISH THE CONSTRUCTION BOARD OF EXAMINING, ADJUSTMENT AND APPEALS BOARD, ELECTRIC BOARD AND PLUMBING, GAS, MECHANICAL AND SPECIALITY TRADES EXAMINING REVIEW BOARD; AMENDING CHAPTER 6, REPEALING SECTION 6-1, SECTION 6-12 AND SECTION 6-99 THROUGH 6-101 AND AMENDING CHAPTER 9 REPEALING SECTION 9-4 THROUGH 9-21 OF THE CODE OF ORDINANCES; AND REPEALING ORDINANCE NUMBERS 2570, 2581 AND 2812 AND ALL OTHER ORDINANCES IN CONFLICT HEREWITH

Whereas, the Mayor and City Council of the City of Hattiesburg, Mississippi, deems it appropriate to abolish the Construction Board of Examining, Adjustment and Appeals Board, Electric Board and Plumbing, Gas, Mechanical and Specialty Trades Examining Review Board and establish a Contractor Review Board;

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

SECTION 1. That Section 6-1, Section 6-12 and Section 6-99 through 6-101 of Chapter 6 and Section 9-4 through 9-21 of Chapter 9 of the Code of Ordinances, and Ordinance Number 2570, adopted November 5, 1996, Ordinance number 2581, adopted January 21, 1997 and Ordinance number 2812, adopted January 21, 1007 are hereby repealed.

SECTION 2. CONTRACTOR REVIEW BOARD ESTABLISHED

A. A Contractor Review Board is hereby established. The board shall consist of the Building Official of the City, or his official representative, and nine active members. Such members shall reside in the City of Hattiesburg, and shall be appointed by the Mayor and ratified by the City Council, and such members shall be from the following professions, to wit:
One licensed General Contractor; One licensed Residential Builder; One licensed Master Plumber; One licensed Master Mechanical Contractor; One Licensed Master Electrician; One Architect licensed in the state of Mississippi; One Engineer licensed in the state of Mississippi; two Representatives at Large actively serving the construction industry; and the Building Official, or his official representative, who shall be a permanent advisory, ex officio and nonvoting member of the board, by virtue of his office.

B. Terms: The initial term of office of each member shall be three years, with all subsequent terms being two years each. Such members shall be eligible for appointment to succeed themselves. All vacancies in said board, because of resignation, death or removal prior to the expiration of the term of such member

shall be filled by appointment of the mayor and ratified by the City Council at the next meeting of the governing authorities. All members shall be resident citizens of the City of Hattiesburg and shall maintain such residency during their term of office. In the event that there is no contractor in good standing with the City from one of the above listed professions who resides in the City, the board may recommend to the Mayor for appointment and ratification, an alternate Member at Large who resides in the City and who is a professional within the industry for which there is a vacancy.

C. Meetings: Regular meetings of the board shall be held on the third Wednesday of each month at 3:00 PM at City Hall or at such time as the board may set. Special meetings may be called at any time by the chairman or vice chairman or a majority of the board.

Five members of the board, plus the building official representative, present at any meeting shall constitute a quorum for the transaction of business, but any action taken at meeting shall require a majority vote. The chairman of the meeting of the board shall vote. In the absence of a quorum present at the meeting, a maximum of two proxy votes shall be allowed. Said proxies shall be designated by the absent member(s) in writing via fax, e-mail, mail or hand delivered.

A maximum of two members may participate in meetings via teleconference. But in no case shall a meeting be conducted unless at least three active voting members are present at the meeting.

D. Officers: The board shall select one of its members as chairman, who shall preside at all meetings, and a vice chairman who shall preside in the absence of the chairman.

E. Removal of a Board Member: In the event that a board member shall be absent from three consecutive meetings without just cause, such member shall be removed from the board by the Mayor and City Council. Resulting vacancies shall be filled pursuant to Section 1A of this Ordinance.

F. Duties:

1. It shall be the duty of the Contractor Review Board to receive and approve or deny all applications from contractors, as defined in section 2 of this Ordinance, seeking to obtain a contractors license in the City; or to continue in business in the City after a license has been suspended or has not been renewed as required by this Ordinance. Said approval or denial for the issuance or renewal of a contractor's license shall be based on the criteria outlined in section 2 of this ordinance. Said approval or denial of a contractors license following a suspension period shall be based on criteria set forth by the board for that contractor based on the circumstances which caused the suspension;
2. To formulate rules to govern its actions;
3. To take testimony and proof concerning all matters within its jurisdiction, including but not limited to granting licenses, receiving

complaints, conducting hearings, revoking licenses and making investigations;

4. And to take action to suspend or revoke a contractor's license following a complaint if the board determines that such action is warranted after taking testimony and proof from a complainant.

G. Compensation: Board members shall not be compensated but may be reimbursed reasonable amounts for expenses incurred while performing duties relative to functions of the board. Such expenses must be pre-approved by the City Administrator prior to expenditure.

H. Liability: Board members acting in good faith and without malice in the discharge of duties required by this ordinance shall not be rendered liable personally. Any suit instituted against the board or a member in the lawful discharge of duties and under the provisions of this ordinance shall be defended by the legal representative of the City until final termination of the proceedings.

SECTION 3: LICENSE REQUIRED

A. Any person, firm or corporation performing work which requires a permit from the Land Development Division, including but not limited to building permit, demolition permit, building moving permit, sign permit, electrical permit, plumbing permit, mechanical permit, gas permit, tree-cutting permit, and grading permit shall be licensed by the City as a contractor in the appropriate trade for the scope of work to be covered by said permit.

B. Classification of License: Contractor licenses shall be classified as follows:

1. General Contractor: for the construction, alteration or repair of buildings, either residential or commercial, with the exception of electrical, plumbing, mechanical and gas work.
2. Residential Builder: for the construction, alteration or repair of single-family residential buildings; multi-family residential buildings not to exceed forty-nine dwelling units and not to exceed two stories in height; and commercial buildings not to exceed seven thousand, five hundred square feet and not to exceed two stories in height; with the exception of electrical, mechanical, plumbing and gas work.
3. Residential Remodeler: for the alteration or repair of one- and two-family dwellings where the project cost does not exceed fifty thousand dollars. Residential Remodelers shall not perform electrical, plumbing, mechanical or gas work.
4. Master Electrician: for electrical installations, repairs and alterations. Journeyman electricians shall not be allowed to permit electrical work.
5. Master Mechanical Contractor: for the installation, repair, and alteration of HVAC systems, ductwork, exhaust systems, gas appliances and piping and other systems covered by the currently adopted mechanical code. HVAC

contractors shall be properly certified by the Environmental Protection Agency for the installation of freon. Journeyman mechanical contractors shall not be allowed to permit mechanical work.

6. Master Plumber: for the installation, repair or alteration of plumbing systems covered by the currently adopted plumbing code and for the installation, repair and alteration of gas piping. Journeyman plumbers shall not be allowed to permit plumbing work.
7. Roofing Contractor: for the installation, repair or alteration of residential and commercial roofing systems. Roofing contractors shall not perform remodeling or construction other than roofing.
8. Moving Contractor: for the moving of residential and commercial buildings as well as the moving of other structures and items which require a moving permit.
9. Demolition Contractor: for the demolition of buildings and other structures which require a demolition permit.
10. Sign Contractor: for the installation, erection, alteration or repair of commercial signs.
11. Specialty Trades: for the installation, repair, or alteration of systems requiring a permit which are not specifically mentioned above, including but not limited to fire sprinkler contractors and commercial hood system contractors. In addition to approval by the Contractor Review Board, fire suppression contractors of all types, including but not limited to fire sprinkler contractors and commercial hood contractors, shall be approved by the City Fire Marshall.

C. Exceptions: The following projects shall not require a licensed contractor:

1. The owner-occupant of a single-family dwelling may act as his/her own general contractor one time per calendar year. The residence must be occupied by the owner-contractor and cannot be constructed for resale or rent. The owner-contractor shall assume all liability and responsibility associated with the construction of the residence and shall be subject to the State Home Warranty Act. The owner-contractor shall certify to the City that he/she is in fact the owner/occupant of said residence and that he/she is qualified to act as his/her own contractor and that he/she is knowledgeable of all applicable building codes. If, after one or more inspections, the building official or his assigned representative determines that the owner is not qualified to construct the residence, the owner, after being given notice by the building official to do so, shall cease all construction activity until a duly licensed contractor has been retained and approved by the building official to complete the project.
2. The owner-occupant of a single-family residence may act as his/her own contractor for the alteration or repair of said residence. The owner-

contractor shall be subject to the same terms and conditions as outlined in number one (C-1) above.

3. The owner of existing commercial and/or existing rental property may act as his/her own contractor for the alteration or repair of said existing commercial or rental property so long as the project cost of said alteration or repair does not exceed one hundred thousand dollars. The building official, at his option, may use cost data tables and formulas provided by the International Code Council or other nationally recognized cost data to determine the project cost of said alteration or repair projects. Owner-contractors shall be subject to the same terms and conditions as outlined in number one above (C-1).
4. Volunteers, performing work on a strictly volunteer basis for a non-profit organization may qualify to perform said work without a license. A request for volunteer status shall be submitted in writing to the building official. Such request shall include a detailed description of the scope of work to be performed and the qualifications of the volunteer(s) to perform such work. The building official may approve said request, deny said request, or approve the request subject to project oversight by a duly licensed contractor. If the building official denies said request, the volunteer(s) may appeal said denial to the Contractor Review Board by filing said appeal in writing, requesting a hearing before the board at its next regular meeting.
5. In no case shall an owner-contractor or a volunteer perform gas piping or electrical work. All such work shall be performed by contractors duly licensed with the City.

D. License Application Requirements: Applicants for a contractor's license shall be at least twenty-one years of age and shall make application on application forms furnished by the Land Development Division and provide supporting data required by said application, including but not limited to:

1. A valid copy of the applicant's current Mississippi State Certificate of Responsibility (State License). In lieu of a copy of the state certificate of responsibility, a contractor may qualify to transfer to the City from another city or county within the state by fulfilling all the requirements of Mississippi Code of 1972, Section 17-25-5. Said section 17-25-5 shall only replace the requirement for competency examination and shall not replace any other requirements for application. Said transferring contractors shall be limited in accordance with regulations of the Mississippi State Board of Contractors.
2. All applicants shall have at least five years proven experience in the trade governed by the license for which application is made. The applicant shall provide signed affidavit(s) prepared and signed by licensed contractor(s), other than the applicant, listing chronologically the active experience

under said licensed contractor(s), supervision of the applicant, and dates of said employment.

With approval by the Contractor Review Board, applicants may substitute up to three years experience with a degree in the appropriate field of study from an accredited four-year College or University. The applicant shall have the College or University forward the applicant's transcript to the Board.

3. Valid and clear picture identification, such as drivers license.
4. A list of all projects completed by the applicant in the past twelve months. Such list shall be in spreadsheet format and shall include the project address; scope of the work; and name, address, and phone number of the client for which said work was performed. Any omissions from said list or any misrepresentation of facts shall be sufficient cause for revocation of license as well as legal action related to perjury.
5. Certificate of General Liability Insurance naming the City of Hattiesburg as a certificate holder. Said liability insurance shall be a minimum of one million dollars coverage for general contractors, a minimum five hundred thousand dollars coverage for residential builders, a minimum of fifty thousand dollars for residential remodelers, and a minimum of one hundred thousand dollars coverage for all other contractors. Moving contractors may substitute Cargo Insurance with a coverage amount not less than the appraised value of the structure or item being moved for the liability insurance.
6. Proof of Workers Compensation Insurance when applicable.

E. The building official may, at the building official's discretion, upon receipt of the above-mentioned documentation, issue the applicant permits prior to Board approval until the next regular meeting of the Board.

F. Grandfather Clause: Any contractor licensed at the time of passage of this ordinance shall remain in effect with the condition that the contractor keeps his/her documentation, including but not limited to insurance and bond, current with the Land Development Division. Existing contractors who do not have a state certificate of responsibility are subject to the restrictions and regulations imposed by state law and the State Board of Contractors.

G. Renewal: It shall be the contractor's responsibility to keep current all required documentation, including but not limited to insurance and bond renewals, and submit said documentation to the Land Development Division. If the contractor fails to renew documentation prior to expiration, the contractor is subject to reapplication to the Board and must comply with the requirements of this ordinance.

H. Violations: Anyone who violates any portion of this ordinance shall be guilty of a misdemeanor and subject to fines and/or up to ninety days in jail as determined by the Municipal Judge. Each violation shall constitute a separate offense. Each day

that a violation exists shall constitute a separate offense.

In addition to fines and/or jail sentence, a contractor shall be subject to disciplinary action by the Board, up to and including revocation of license.

I.

SECTION 4: VALIDITY AND EFFECT

A. Validity: If any section, sub-section, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of the ordinance. The governing authorities of the City of Hattiesburg, Mississippi, hereby declare that it would have passed this ordinance and each section, sub-section, sentence, clause, or phrase thereof, irrespective of the fact that nay one or more sections, sub-sections, sentences, clauses, or phrases be declared unconstitutional.

B. Effective Date: This Ordinance shall take effect and be in force thirty days from and after its passage as provided by law.

The above and foregoing Ordinance having been reduced to writing, the same was introduced by Councilman Ware, seconded by Councilperson Carroll and was adopted by the following vote, to-wit;

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

The President thereby declared the motion carried and the ordinance adopted, this 7th day of April, A.D., 2009.

(SEAL)

ATTEST:
CLERK OF COUNCIL

ADOPTED:
PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this 7th day of April, A.D., 2009.

ATTEST:
CITY CLERK

APPROVED:
MAYOR

MB2009-21 569-575

MOTION was made by Councilman Ware and seconded by Councilman Carroll to Adopt Ordinance Number 3034 establishing a Contractor Review Board, amending contractor licensing requirements and abolishing the Construction Board of Examining, Adjustment and Appeals Board, Eclectic Board and Plumbing, Gas, Mechanical and Speciality Trades Examining Review Board; amending Chapter 6, repealing section 6-1, section 6-12 and sections 6-99 through 6-101 and amending chapter 9 repealing section 9-4 through 9-21 of the Code of Ordinances; and repealing Ordinance numbers 2570,2581 and 2812 and all other ordinances in conflict herewith.

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

This being the 7th day of April, A. D., 2009

(Copies)

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*	*Dave J. Ware, II*	*Henry Naylor*

MEMO

Date: August 08, 2013

To: City Council

From: Bill Rodgers, Building Official
Land Development Administrator

RE: Jimmy Burke, dba Golden Eagle Services
Appeal of Hattiesburg Contractor Board decision to revoke license

At it's regular monthly meeting on June 19, 2013, the Hattiesburg Contractor Board, hereafter referred to as the board, revoked the license of Jimmy Burke, dba Golden Eagle Services after reviewing testimony and documents related to complaints filed by Shannon Epting and the City of Hattiesburg.
On August 05, 2013, I received a request from Marcus McLelland, Attorney for Mr. Burke, requesting an appeal of the board's action. City Attorney Charles Lawrence informs me that the appeals process is a public hearing and, as such, members of the public are allowed to participate in the hearing.
Attached are documents related to the complaints and revocation. I will also provide a verbal synopsis of events leading up to the revocation when you open the public hearing.

Thank you

THE HOLMES LAW FIRM, P.A.

Paul H. "Bud" Holmes
Margaret Holmes*
**also admitted in Texas*
www.theholmeslawfirm.net

601 East Central Avenue
Petal, Mississippi 39465
Telephone: 601.450.4074
Facsimile: 601.450.4076

July 29, 2013

Mr. Bill Rodgers
Building Official
Land Development Administrator
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Re: ***Mr. Jimmy Burke, Golden Eagle Services***
Revocation of license to do business in the City of Hattiesburg

Dear Mr. Rodgers:

This letter is to notify you and the City of Hattiesburg that Mr. Jimmy Burke wishes to appeal the decision of the Hattiesburg Board of Contractors to revoke his license to do business in the City of Hattiesburg.

Mr. Burke is greatly aggrieved by the Board's June 19, 2013, decision to revoke his license as it severely affects not only his long-standing reputation in the community but his livelihood. He therefore intends to take whatever measures are necessary to obtain full reinstatement to the career that he has worked hard at for many years.

Please also consider this a formal request for any and all records, documentation, reports, statements, etc., related to the Board's decision. They may be sent to our office at the address above or we can arrange to have them picked up.

Warmest Regards,

Marcus McLelland
Associate Attorney

cc: Charles E. Lawrence, Jr., Esq.
Jimmy Burke

THE HOLMES LAW FIRM
601 EAST CENTRAL AVENUE
PETAL MS 39465

GULFPORT MS 395

02 AUG 2013 PM 2 T



RECEIVED
AUG 05 2013
REC BY:

Mr. Bill Rodgers
Building Official
Land Development Administrator
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

39403$1898

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*	*Dave J. Ware, II*	*Henry Naylor*

July 1, 2013

Mr. Jimmy Burke
Golden Eagle Services
305 South 12th Ave.
Hattiesburg, Ms. 39401

Re: Contractor's License

Dear Mr. Burke,

At the regular monthly meeting of the Hattiesburg Board of Contractors on June 19, 2013, the board received testimony from you, Shannon Epting and her attorney, Charles Irvin and from building official Bill Rodgers, relative to complaints filed against you. After considering said testimony, the board voted unanimously to revoke your license to do business in the City of Hattiesburg.
Thank you for your corporation in this matter.

Sincerely,

Richard G. Simmons, PE, Chairman
Hattiesburg Board of Contractors

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*	*Dave J. Ware, II*	*Henry Naylor*

June 5, 2013

Mr. Jimmy Burke
Golden Eagle Services
305 South 12th Ave.
Hattiesburg, MS 39401

RE: Contractor Board Meeting

Dear Mr. Burke,

We have received a complaint concerning work you performed at 201 North 23rd Avenue. While investigating the complaint and reviewing your recent work record, several problems were revealed. Examples include:

201 North 23rd Ave- job cost given on the permit app is $35,000. The owner informs she has a contract with you for $97,000.

412 Walnut St – Owner paid more than job cost on permit. She also stated that the windows you installed are not the ones you agreed on. An inspection performed by Kevin Bates yesterday reveals that the windows you installed were site built by your crew. The windows and the installation were both of very poor quality workmanship and do not comply with historic district guidelines.

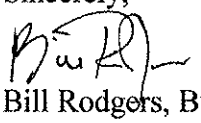
3105 Delwood- Scope of work actually performed was excessively more than described on the permit application, resulting in the need to apply for variances.

Due to the above referenced complaint and the other discovered discrepancies, the Hattiesburg Contractor Board will be taking testimony from the complainant and City staff related to your work and permits. Following presentation of testimony, the board will render a decision concerning the status of your license as per the board's authority pursuant to ordinance number 3034 adopted by the City Council April 07, 2009.

The board meeting is scheduled for 3:00 PM, Wednesday, June 19, 2013 in the City Hall first floor conference room. Please be present for the meeting if you wish to testify on your behalf.

Thank you for your attention in this matter.

Sincerely,



Bill Rodgers, Building Official
Land Development Administrator

CONTRACTOR'S BOARD MEETING
June 19, 2013

The Contractor's Board did meet on Wednesday, June 19, 2013 3:00 p.m. in the Land Code Division conference Room located on first floor City, Hattiesburg, Mississippi.

Members Present:
Don McCleskey
Rev. Claude Jackson
Jim Smith
Richard Simmons
Bill Rodgers
Lewis Myrick, Jr.
Henry Blakney

Members Absent:
Clifford Lockhart
Joe Gray
Lamar Evans

Contractor Board meeting called to order by Richard Simmons, Board President @ 3:17p.m.

Old Business:

The minutes of the contractor's board meeting on May 15, 2013 were approved by the board members.

New Business:

A. Contractor Applications

Seven (7) companies seeking Contractor's License in the City of Hattiesburg for board review and approval.

Building Contractors:

1. Advance Framing Material, Inc.....Building Construction
   Thomas McKissick

   Motion to approve.....Don McCleskey
   Seconded by.....Henry Blakney

   Approved

2. Logan Multicraft, LLC.....Building Construction
   Charles Gary, Jr.

   Motion to Approve.....Don McCleskey
   Seconded by.....Henry Blakney
   Approved

3. Brice Building Company, LLC.....Building Construction
   Keith Clement
   Motion to Approve..... Henry Blakney
   Seconded by..... Don McCleskey
   Approved

4. Lancaster Construction, LLC .....Building Construction
   Arthur Lancaster

   Is not approved, will stay on the table until we get Mississippi State License

Residential Remodeler:

5. 550 Construction, LLC.....Residential Remodeler
   Brad Richard

   Motion to Approve..... Henry Blakney
   Seconded by:.....Jim Smith
   Approved

Specialty Contractor

6. Automatic Fire Protection, LLC

   Motion to Approve.....Claude Jackson
   Seconded by.....Henry Blakney
   Approved

Roofing Contractor

7. Certified Roofing and Sheet Metal, Inc.
   Rob Anderson

   Approved

Other Business

B. Complaint RE 201 N 23rd Avenue/Golden Eagle Services

A complaint was filed with the board by the Building Department and Charles Irvin, Attorney representing Shannon Epting against Jimmy Burke, dba Golden Eagle Services.

The board reviewed the complaint and listened to testimony from Mr. Burke, City of Hattiesburg Building Official Bill Rodgers and Attorney Charles Irvin. After considering and discussing the evidence, a motion was made by Henry Blakney and seconded by Don McCleskey to revoke Mr. Burkes license. The board voted unanimously in favor of the motion.

Richard Simmons, Board President — Date: 7/18/2013

Monika Barron, Recording Secretary — Date: 07/18/13

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*	*Dave J. Ware, II*	*Henry Naylor*

MEMO

Date: June 18, 2013

To: Hattiesburg Contractor Board

From: Bill Rodgers, Building Official
Land Development Administrator

RE: Jimmy Burke, dba Golden Eagle Services

Gentlemen

Attached is a complaint filed by Charles Irvin, Attorney on behalf of Shannon Epting, owner of 201 N 23rd Avenue, against Jimmy Burke, dba Golden Eagle Services.

I am also filing a complaint against Mr. Burke on behalf of the City of Hattiesburg for violations related to the above referenced address, as well as violations related to a separate project located at 3105 Delwood. Following is a summary of the violations at each of the locations:

201 N 23rd, Permit number 13-2033

1. The job cost stated on the permit application is $35,000. Ms Epting has produced copies of receipts and invoices totaling approximately $100,000 (see attached). Permit costs are calculated based on the job cost.
2. The scope of work performed was grossly misrepresented on the permit application. Much more work was done than was listed on the application.
3. I visited the site on 6-17-13 and Ms Epting pointed out work that was done without her permission, including, among other things, redesigning a closet and

adding on to a kitchen and bedroom. I also noted work of poor quality. See attached photos.

4. The contractor failed to request required inspections prior to covering up work.

3105 Delwood, Permit # 13-1880

1. Work performed was much more than listed on the permit.
2. The contractor made 2 additions to the building that were not part of the approved plans. Both additions resulted in setback violations that caused the owner to request variances from the planning commission for the setback encroachments.

In addition to the two projects above, the City has experienced difficulties with Mr. Burke on other projects. On at least two other occasions owners have had to hire contractors to complete projects that Mr. Burke had started.

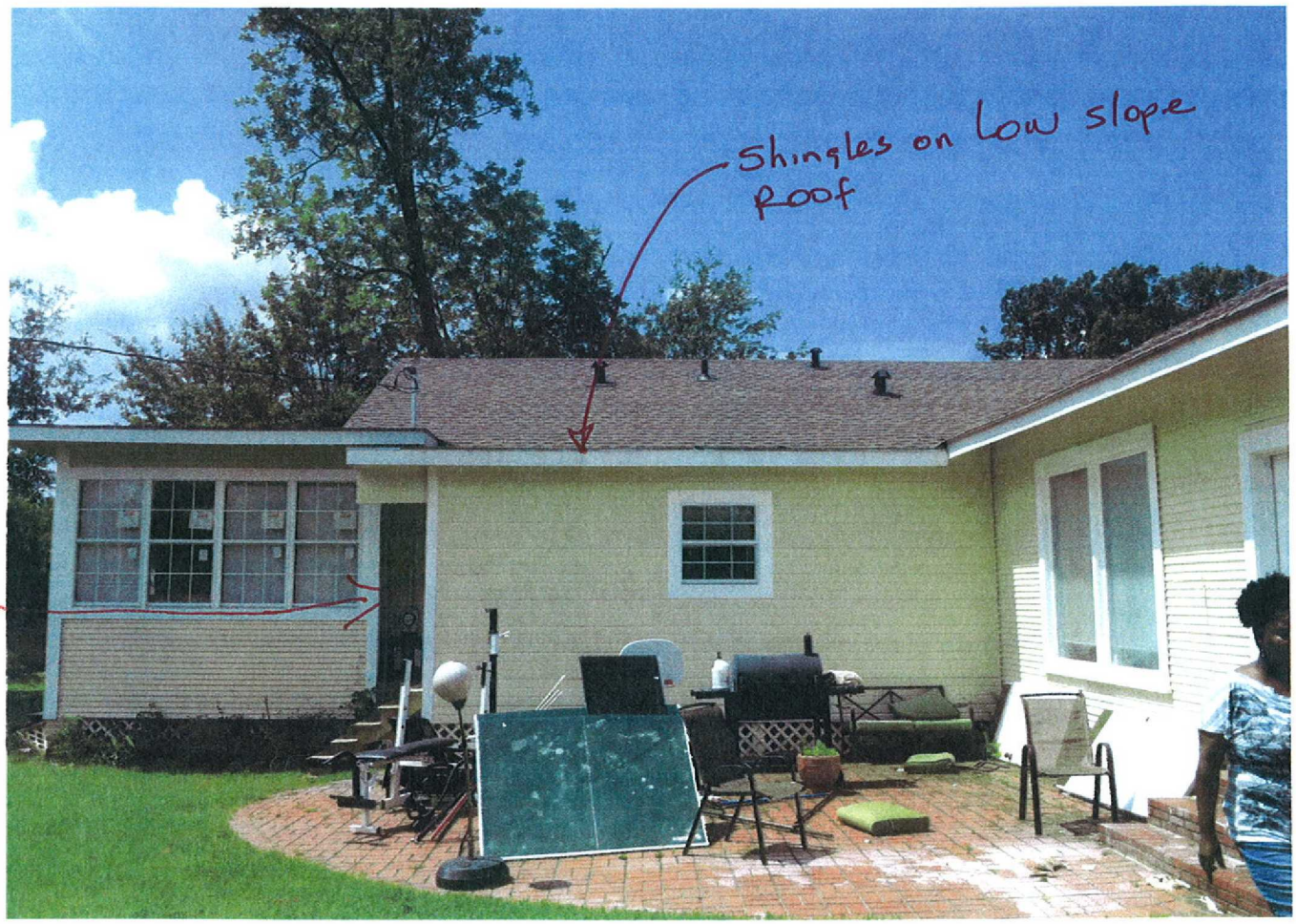
Because of the misrepresentations and code violations stated above, I am requesting that the Board revoke Mr. Burke's license, and that such revocation shall apply to Golden Eagle Services as well as any other company name that Mr. Burke may be or may become associated with as an owner, managing member or officer.

Thank you for your consideration in this matter.

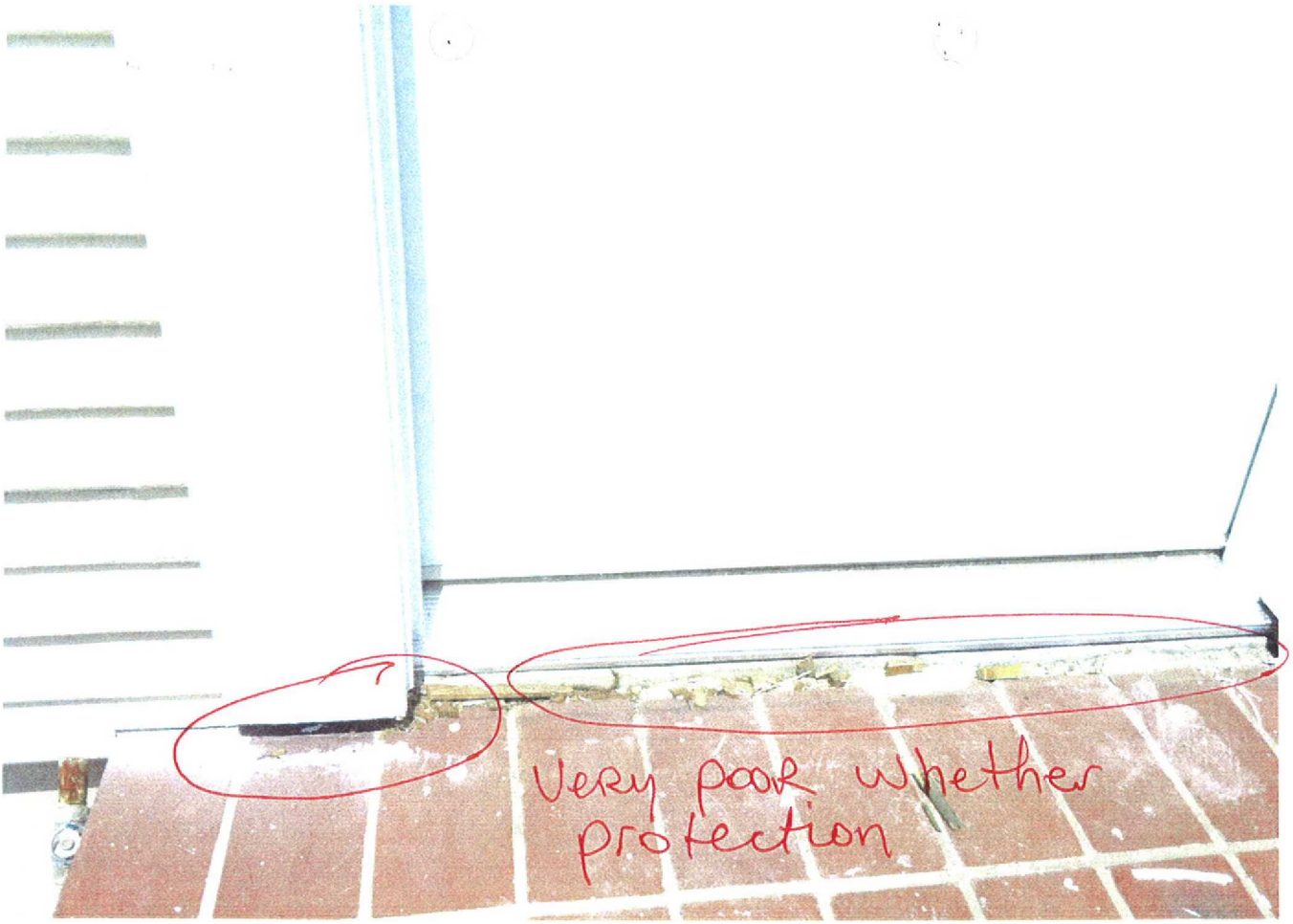
6-17-13

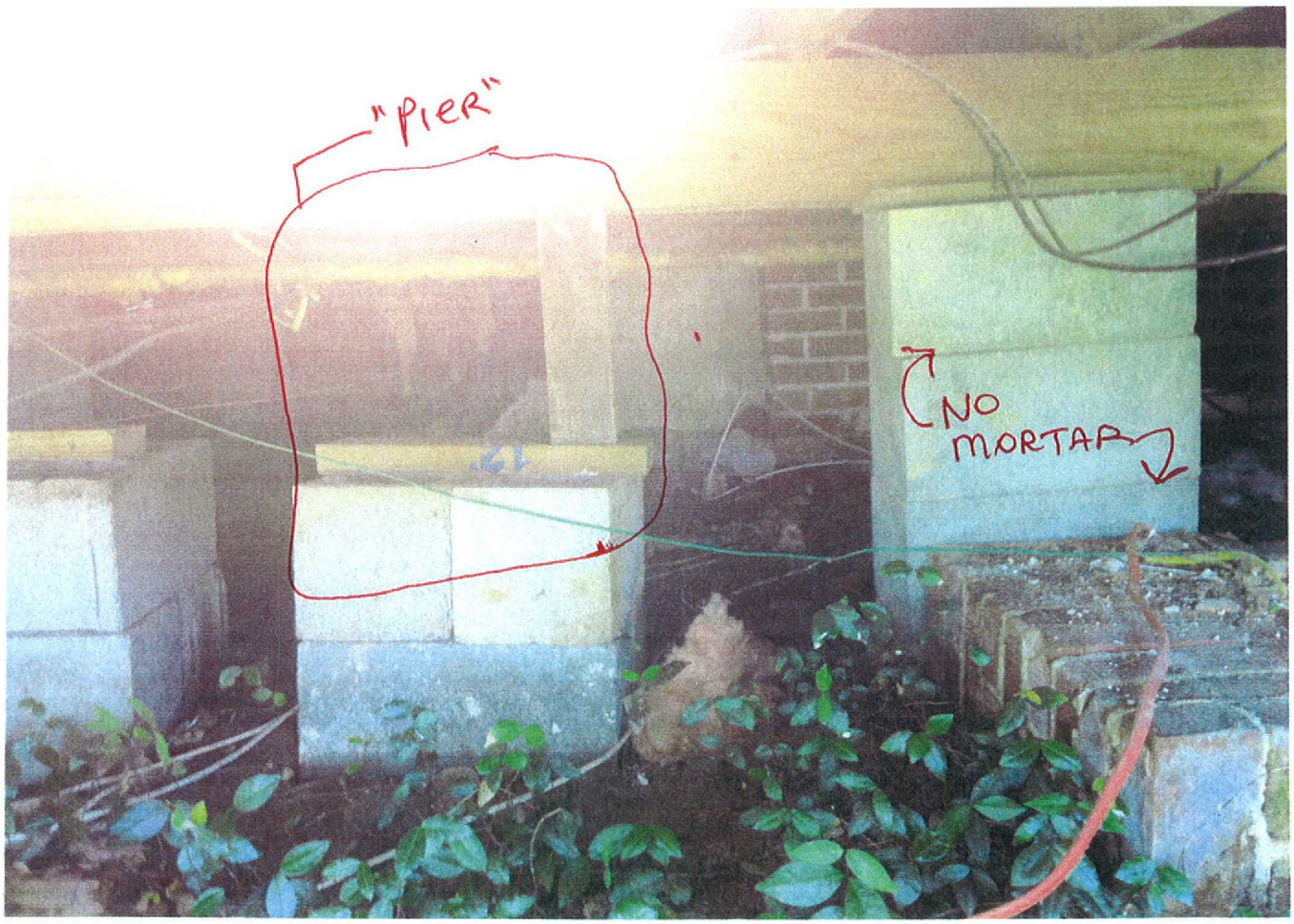


Installed behind steps



6-17-13





6-17-13


poor quality
WORKMANSHIP

Rodgers, Bill

From: Rodgers, Bill
Sent: Tuesday, June 18, 2013 3:17 PM
To: 'charles irvin'
Subject: RE: After Inspection

Thanks
I will make it a part of the complaint
Bill Rodgers, Building Official
Land Development Administrator
City of Hattiesburg, Ms.
Phone: 601-554-1028
Fax: 601-545-4688
brodgers@hattiesburgms.com

From: charles irvin [mailto:cbirvin@gmail.com]
Sent: Tuesday, June 18, 2013 3:11 PM
To: Rodgers, Bill; Shannon Wallace
Subject: Fwd: After Inspection

Mr. Rodgers Per you instructions, my client has compiled the following list of work and negative outcomes as a result of that work. I have already submitted the Contract that covers the scope of work but this post inspection list also highlights the areas you inspected and provides more context.

Many thanks
Charles Irvin
Attorney
601.466.0266

---------- Forwarded message ----------
From: **Shannon Wallace** <shannonwallace0115@gmail.com>
Date: Mon, Jun 17, 2013 at 1:52 PM
Subject: After Inspection
To: "cbirvin@gmail.com" <cbirvin@gmail.com>

•The new addition to kitchen and the steps blocking meter box.
•No smoke detectors in bedroom and hallways.
•Foundation- DANGEROUS
•Substandard (painting,plumbing, electrical(switches and outlets behind the wall)
•painting (interior and exterior)
•closets not functional
•addition to carport
•Doorbell is 6ft high
•Entered home after being fired to take items
•Stated that I could only live in my house for 2 yrs after being completed.

His name and email is listed below:

Bill Rodgers

CHARLES B. IRVIN, JD/PhD, Attorney

1010 Northpointe Drive, Jackson, Mississippi 39211 601.466.0266 cbirvin@gmail.com

June 12, 2013

Pattie Brantley, AICP Director
Department of Urban Development
200 Forrest Street
Hattiesburg, MS 39401

RE: Complaint: Jimmy Burke DBA Golden Eagle Services and JSC Construction, LLC

Director Brantley:

I have been retained by Shannon Epting, owner of the residence located at 201 N 23rd Avenue, to pursue the administrative claims against Jimmy Burke DBA Golden Eagle services and JSC Construction, LLC (hereafter referred to as "Golden").

Claims against Golden:

1. Ms. Epting contracted with Golden to provide general contracting and construction services of her home. Upon entering a contract for services was entered and the permitting process was started. (See Exhibits "A &B"). Initially the total job cost as listed in the Contractor Information section of the official City of Hattiesburg permitting paperwork was $35,000.00. (Ex. B). However, the contract provided to Ms. Epting by to Golden reflects a "Total Job Price for Labor and Material of $115,750.00" (Ex. A). Later the Total Job Price was revised to $97,750.00. (Ex. A). First, the payments were made up to the amount of $98,856.00, on time and in good faith by Ms. Epting. (Ex. C) Second, neither Golden nor its subsidiary followed through on the terms of the contract. Third, Golden defrauded Ms. Epting with substandard performance of the contract. Fourth, Golden did not comply with the permitting or coded standards in

performance of the contract. Fifth, even though non-compliant with the contract and in the face of substandard performance, Golden improperly pursued a Construction Lien for $33,000.00 against Ms. Epting and her property. (Ex. F).

2. Upon being retained I performed a site visit. After the site visit I advised Ms. Epting to begin the administrative process to seek damages, so that the property can once again become habitable by her family. In doing so we have received estimates from Barnett Construction Work, LLC, to determine the extent of the repairs needed to bring the property up to Code level. (Ex. E). Based on their inspection of the premises and written estimate the cost to reach code level and have Ms. Epting live in the property again is $97,914.00. This amount reflects need by Barnett to redo the non-compliant/sub-standard work performed previously by Golden.

3. Based on this and other estimates sought to prepare for legal proceedings, Golden has engaged in fraud, breach of contract, and bad faith towards the homeowner, Ms. Epting and the City by knowingly violating City Building Codes and fraudulently submitting improper Permitting Documents to the City of Hattiesburg. (Ex. A&B).

4. The entire process has been documented by Ms. Epting and is submitted to you in detail for a ruling. (Ex. A-F).

5. The relevant documents to be presented at the scheduled administrative hearing are attached as exhibits:
   A. Contract for services by Golden and JSC; with estimates ;
   B. City of Hattiesburg Permit documents for Residential Construction submitted by Golden;
   C. Paid Invoices submitted to Ms. Epting;
   D. Letter of Termination submitted to Golden detailing the substandard and fraudulent work, with additional invoice submitted to Ms. Epting;
   E. Barnett Construction Works LLC estimate of work needed to bring the home to code; and
   F. Copy of the Notice of Construction Lien filed by Golden.

Relief sought through Administrative Remedies with the City of Hattiesburg:

1. Inspection of the property of Shannon Epting, Located at 201 N. 23rd Avenue;
2. Allow presentation of evidence contained as exhibits in this letter;
3. Administrative Ruling in favor of Shannon Epting based on the overwhelming evidence;
4. Lifting of the defective Construction Lien;
5. Written Ruling outlining the damage caused by Golden, specifically non-compliance with the City of Hattiesburg Building Code and Rules for Contractors, including a list of any previous citations and code violations on Golden, Jimmy Burke, or JSC Construction;
6. Written ruling outlining the redress from Golden to Shannon Epting for non-performance of the written contract in the amount of $98,856.00; and
7. Written ruling requiring Golden to pay for the replacements costs submitted by Barnett Construction to, redo the work of Golden and reach building code compliance/habitability in the amount of $97,914.00.

Ms. Epting does not trust the work or the word of Golden and as such we are requesting that they be ordered to pay for all replacement costs listed under the estimate of Barnett Construction Works, LLC. This is enumerated under the relief sought but needs to be underscored and observed during the inspection of the premises.

In preparation for the administrative hearing we have also taken affidavits of other specific sub-contractors and can provide those if needed to further validate the observations of Barnett Construction Work, LLC. Further, we have taken photographs of the entire scope of work and can show the non-performance in detail. From paint to electrical, framing, sheetrock, code compliance to plumbing, there is something wrong with each and every aspect of the work performed by Golden.

Based on this we ask for a full hearing and rendering in favor of Ms. Shannon Epting. If you need further documentation or information, do not hesitate to contact me at cbirvin@gmail.com or 601.466.0266.

(1) Date - 03/06 -> 5/11
(2) Date - 5/12 -> 8/7/2013

Subject: RE: COMTRATO
From: lazaro silva <morenoguapo39@hotmail.com>
Date: 2/25/2013 11:49 AM
To: <jimmydburke@comcast.net>

From: morenoguapo39@hotmail.com
To: jimmydburke@concast.net
Subject: RE: COMTRATO
Date: Mon, 25 Feb 2013 11:45:40 -0600

From: morenoguapo39@hotmail.com
To: jimmydburke@concast.net
Subject: RE: COMTRATO
Date: Mon, 25 Feb 2013 11:36:52 -0600

GOLDEN EAGLE SERVICES & JSC CONSTRUCTION LLC.

-PETAL, MS 39465 – PH: 6013073065; 601-297-7363; 601-297-2820

ESTIMATES TO FIX THE HOUSE (CONFORMED ADJUSTER SUMMARY RECORD)

NAME: SHANNON EPTING.

201 NORTH 23 RD AVE, HATTIESBURG – MS 39401 – 601-229-4254.

1.) FUNDATION (RIGHT ELEVATION) – TEAR OUT CONCRETE BLOCK, AND REPLACE CONCRETE BLOCK, REINFORCED.
2.) ROOFING – TEAR OUT OLD SHINGLE, TEAR BROCK EN TRUSS, AND BROCKEN DECK.
REPLACE BROCKEN TRUSS, REPLACE BROCK PLYWOOD (DECK) AND INSTAL NEW 30 YEARS SHINGLES.
A.) OBS. REPLACEMENT INCLUDES ALL SHINGLES, RIDGE, FELT, BOOTS, AND HARDWARE (LABOR AND MATERIAL).
3.) OUTSIDE ELEVATION- CLEAN, SAND, PRIMMER AND PAINT
A.) THE OWNER PICK THE COLOR.
4.) REPLACE BROKEN WINDOWS
5.) INSTALL CERAMIC TILE FOR ALL FLOORING IN THE HOUSE IF NEEDED
5.) REPAIR INSIDE ELECTRICAL SYSTEM IF NEEDED; (DOES NOT INCLUDE REPLACE CHANDELIERS OR CEILING FANS)
6.) REPAIR PIPE IF NEEDED; (INSTALL NEW CONNECTIONS AND FAUCETS)
7.) REPAIR A/C AND HEAT UNITS (IF NEEDED)
8.) INSIDE, REPLACE ALL DRYWALL (SHEETROCK)IN CEILING AND WALLS , DO MOLD FINISH, AND CEILING TEXTURE.(IF NEED)
9.) INSTALL ONE BATH VANITY WITH TOP (25") AND ALSO ONE TOILET, AND BATH TUBE/SHOWER FOR EACH BATHROOM (02 BATHROOMS)
10.) IN THE KITCHEN AREA REPLACE 15' LINER FT CABINETS, INSTALL NEW COUNTER TOP (FORMICA TOP), NEW DOUBLE SINK, AND NEW FAUCETS.
A.) IF THE CUSTOMER LIKE INSTALL GRANITE TOP, THE PRICE NEED BE REVISED.
11.) IN THE WINDOWS SPACE, REPLACE GLASS IF NEEDED.
12.) INSTALL NEW BASE BORD IN WHOLE HOUSE
13.) FREMING AND FINISH CAR PORCH WALLS
14.) IN THE LIVING ROOM AREA, REPLACE CROWN MOLDING.
15.) INSIDE PAINT: USE ONE COLOR FOR CEILING AND ONE COLOR FOR WALLS
A.) PAINT ALL INTERIOR TRIMS AND DOORS SAME COLOR
B.) FOR FRONT DOOR PAINT: OWNER PICKS COLOR
16.) CONTRACTOR PICKS ALL MATERIALS AND OWNER PICKS ALL COLORS AND DESIGNS

A

A.) FOR ALL MATERIALS, USE SAME EXSITING QUALITY
17.) TOTAL JOB PRICE FOR LABOR AND MATERIALS: $115,750.00
18.)PAYMENT SCHEDULE. 35% (start job) 35% (confirm job progress), and 30% (to finish all jobs).
A.) THE JOB WILL TAKE 3 STEPS TO COMPLETE. (OWNER AND CONTRACTOR WILL BOTH DECIDE WHAT SHOULD BE DONE FOR EACH STEP)
19.) THE CONTRACTOR IS NOT RESPONSIBLE FOR:
A.) ELECTRICAL CONNECTIONS (OUTSIDE METER BOX)
B.) PLUMBING (OUTSIDE CONNECTIONS)
C.) OUTSIDE SEWER LINE OR SEPTIC TANK
D.) FEDERAL TAX, STATE TAX, OR CITY FEES
20.) CONTRACTOR WORKS CONFIRM CITY CODES, STATE CODES, AND CONFORMED ADJUSTER SUMMARY INSTRUCTIONS.
21.) CONTRACTOR IS RESPONSIBLE FOR CLEANUP OF WORK AREA/CONSTRUCTION DEBRIS REMOVAL, BUT IS NOT RESPONSIBLE FOR THE DELIVERY (FROM WORK SITE) OF THE CONSTRUCTION DEBRIS TO IT`S FINAL DESTINATION

X

Hattiesburg, Ms – 02/21/2013.

CASH SALE

THE ECONOMY SUPPLY COMPANY

ROOFING – WALLBOARD – CEMENT – CELOTEX – STEEL & ALUMINUM SASH – DOORS

200 SECOND STREET

BUILDER'S HARDWARE
HATTIESBURG, MISSISSIPPI 39401

PHONE
582-1941

Customer's Order No _____ Date _____

Name _____

Address _____

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MDSF RETD	PAID OUT	

QUAN	DESCRIPTION	PRICE	AMOUNT	
	SALES TAX			
	TOTAL			

All claims and returned goods MUST be accompanied by this bill.

Rec'd By _____

MULTIFORMS 545-2312

ECONOMY SUPPLY CO
200 E 2ND ST
HATTIESBURG, MS. 39401

TERMINAL I.D.: 00754200134093742815O3

MERCHANT #: 134093742815

DEBIT
**********2053
DEBIT
RECORD #: 14 INV: 000014
DATE: APR 08, 13 TIME: 12:49
BATCH: 160
RRN: 22264877 AUTH: 874113

CHECKING

TOTAL $1731.53

SHANNON S EPTING
CUSTOMER COPY

Estimate

GOLDEN EAGLE SERVICES
305 S.12th. Ave
Hattiesburg, MS 39401

Date 4/3/2013
Estimate # 12824

Name / Address

Shannon Epting
201 N. 23 Rd. Ave.
Hattiesburg Ms. 39401

Description	Total
INSTALL NEW 4 TON A/C SYSTEM,	
REMOVE OLD SYSTEM BECAUSE OF WATER DAMAGE	
PRICE INCLUDES ALL LABOR AND MATERIAL	9,500.00

THANK YOU FOR LETTING US SERVE YOU
JIMMY

Total $9,500.00

GOLDEN EAGLE SERVICES
jimmy@goldeneagleservice.net
601-307-3065
601-266-6690

GOLDEN EAGLE SERVICES
305 S.12th. Ave
Hattiesburg, MS 39401

Invoice

Date	Invoice #
5/10/2013	3782

Bill To

Shannon Epting
201 N. 23 Rd. Ave.
Hattiesburg Ms. 39401

Description	Amount
REPLACE 25 WINDOWS [INSTALLED DOUBLE HUNG VINYL WINDOWS] TOTAL $9800 BALANCE DUE	6,800.00
REMOVE SHED . CLEAN OUT FENCING AND POSTS BALANCE DUE	840.00
FRAMING AND REFINISH INSIDE PARTITION WALLS AND REBUILD KITCHEN AREA BALANCE DUE	4,900.00
TEAR OUT OLD DOORS , FRAMES AND REFRAME FOR 22 NEW DOORS BALANCE DUE	5,600.00
FINISH SHEET ROCK AND PRIME AND PAINT INSIDE WALLS BALANCE DUE	8,980.00
FRAMING ON CAR PORCH TO INSTALL GARAGE DOOR BALANCE DUE	880.00
ROUGH IN FOR REWIRE OLD PART OF HOUSE TOTAL $8700 BALANCE DUE	5,000.00

THANK YOU FOR LETTING US SERVE YOU
JIMMY

Total $33,000.00

Estimate

GOLDEN EAGLE SERVICES
305 S.12th. Ave
Hattiesburg, MS 39401

Date 4/3/2013
Estimate # 12825

Name / Address

Shannon Epting
201 N. 23 Rd. Ave.
Hattiesburg Ms. 39401

Description	Total
WIRING IN HOUSE WAS DAMAGED IN STORM[IS OLD KNOB AND PIN WIRING] AND IS BEYOND REPAIR	
REWIRE HOUSE TO CURRENT NEC AND HATTIESBURG CITY CODES	
PRICE INCLUDES ALL MATERIAL AND LABOR	8,700.00

THANK YOU FOR LETTING US SERVE YOU
JIMMY

Total $8,700.00

GOLDEN EAGLE SERVICES
jimmy@goldeneagleservice.net
601-307-3065
601-266-6690

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Trash
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Edit labels

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More Actions... | Go

« Newer 7 of about 127
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LAZARO - ESTIMATES. Inbox

lazaro silva <morenoguapo39@hotmail.com>
To: mrs.rlhands3@gmail.com

Thu, Feb 21, 2013 at 11:38 AM

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JSC - A MERICANZIL C ONSTRUCTION

PETAL, MS 39465 – PH: 601-297-7363; **PH:** 601-297-2820

ESTIMATES FOR HOUSE REMODELATION

NAME: SHANNON EPTING

201 NORTH 23 RD AVE, HATTIESBURG – MS 39401 – 601-329-4761

1.) FUNDATION (RIGHT ELEVATION) - TEAR OUT CONCRETE BLOCK, AND REPLACE CONCRETE BLOCK, REINFORCED.

2.) ROOFING - TEAR OUT OLD SHINGLE, TEAR BROCK EN TRUSS, AND BROCKEN DECK

REPLACE BROCKEN TRUSS, REPLACE BROCK PLYWOOD (DECK) AND INSTAL NEW 30 YEARS SHINGLES.

A.) OBS. REPLACEMENT INCLUDES ALL SHINGLES, RIDGE, FELT, BOOTS, AND HARDWARE (LABOR AND MATERIAL).

3.) OUTSIDE ELEVATION- CLEAN, SAND, PRIMMER AND PAINT

A.) THE OWNER PICK THE COLOR.

4.) BUILD NEW ½ BATHROON IN THE BAR AREA

5.) INSTALL CERAMIC TILE FOR ALL FLOORING IN THE HOUSE IF NEEDED

5.) REPAIR INSIDE ELECTRICAL SYSTEM, INSTALL NEW WIRING, BREAKERS, SWITCHES, OUTLETS, AND LIGHT FIXTURES (DOES NOT INCLUDE CHANDELIERS OR CEILING FANS)

6.) REPLACE PIPES (CONFIRM IF NEEDED); INSTALL NEW CONNECTIONS AND FAUCETS

7.) INSTALL 5 TONS A/C AND HEAT UNITS FOR WHOLE HOUSE (ELECTRICAL)

8.) INSIDE, REPLACE ALL DRYWALL (SHEETROCK)IN CEILING AND WALLS , DO MOLD FINISH, AND CEILING TEXTURE.(IF NEED)

9.) INSTALL ONE BATH VANITY WITH TOP (25") AND ALSO ONE TOILET, AND BATH TUBE/SHOWER FOR EACH BATHROOM (02 BATHROONS)

10.) IN THE KITCHEN AREA REPLACE 15' LINER FT CABINETS, INSTALL NEW COUNTER TOP (FORMICA TOP), NEW DOUBLE SINK, AND NEW FAUCETS.

A.) IF THE CUSTOMER LIKE INSTALL GRANITE TOP, THE PRICE NEED BE REVISED.

11.) IN THE WINDOWS SPACE, REPLACE GLASS IF NEEDED. (DOES NOT INCLUDE REPLACING WHOLE WINDOW SPACE)

12.) INSTALL NEW BASE BORD IN WHOLE HOUSE

13.) FREMING AND FINISH CAR PORCH WALLS

14.) IN THE LIVING ROOM AREA, REPLACE CROWN MOLDING.

15.) INSIDE PAINT: USE ONE COLOR FOR CEILING AND ONE COLOR FOR WALLS

A.) PAINT ALL INTERIOR TRIMS AND DOORS SAME COLOR

B.) FOR FRONT DOOR PAINT: OWNER PICKS COLOR

16.) CONTRACTOR PICKS ALL MATERIALS AND OWNER PICKS ALL COLORS AND DESIGNS

A.) FOR ALL MATERIALS, USE SAME EXSITING QUALITY

17.) TOTAL JOB PRICE FOR LABOR AND MATERIALS: $97,750.00 18.) PAYMENT SCHEDULE: 40% TO

START JOB; 20% CONFIRM JOB PROGRESS (2 TIMES); 15% TO FINISH JOB, AND 5% AFTER THE JOB COMPLETE.

A.) THE JOB WILL TAKE 3 STEPS TO COMPLETE. (OWNER AND CONTRACTOR WILL BOTH DECIDE WHAT SHOULD BE DONE FOR EACH STEP)

19.) THE CONTRACTOR IS NOT RESPONSIBLE FOR:

A.) ELECTRICAL CONNECTIONS (OUTSIDE METER BOX)

B.) PLUMBING (OUTSIDE CONNECTIONS)

C.) OUTSIDE SEWER LINE OR SEPTIC TANK

D.) FEDERAL TAX, STATE TAX, OR CITY FEES

20.) CONTRACTOR WORKS CONFIRM CITY CODES, STATE CODES, AND CONFORMED ADJUSTER SUMMARY INSTRUCTIONS.

21.) CONTRACTOR IS RESPONSIBLE FOR CLEANUP OF WORK AREA/CONSTRUCTION DEBRIS REMOVAL, BUT IS NOT RESPONSIBLE FOR THE DELIVERY (FROM WORK SITE) OF THE CONSTRUCTION DEBRIS TO IT'S FINAL DESTINATION

Hattiesburg, Ms – 02/21/2013.

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LAZARO - ESTIMATES. inbox

lazaro silva <morenoguapo39@hotmail.com> Thu, Feb 21, 2013 at 11:38 AM
To: mrs.rlhands3@gmail.com

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JSC - A MERICANZIL C ONSTRUCTION

PETAL, MS 39465 – PH: 601-297-7363; **PH:** 601-297-2820

ESTIMATES FOR HOUSE REMODELATION

NAME: SHANNON EPTING

201 NORTH 23 RD AVE, HATTIESBURG – MS 39401 – 601 329 4254

1.) FUNDATION (RIGHT ELEVATION) - TEAR OUT CONCRETE BLOCK, AND REPLACE CONCRETE BLOCK, REINFORCED.

2.) ROOFING - TEAR OUT OLD SHINGLE, TEAR BROCK EN TRUSS, AND BROCKEN DECK

REPLACE BROCKEN TRUSS, REPLACE BROCK PLYWOOD (DECK) AND INSTAL NEW 30 YEARS SHINGLES.

A.) OBS. REPLACEMENT INCLUDES ALL SHINGLES, RIDGE, FELT, BOOTS, AND HARDWARE (LABOR AND MATERIAL).

3.) OUTSIDE ELEVATION- CLEAN, SAND, PRIMMER AND PAINT

A.) THE OWNER PICK THE COLOR.

4.) BUILD NEW ½ BATHROON IN THE BAR AREA.

5.) INSTALL CERAMIC TILE FOR ALL FLOORING IN THE HOUSE IF NEEDED

5.) REPAIR INSIDE ELECTRICAL SYSTEM, INSTALL NEW WIRING, BREAKERS, SWITCHES, OUTLETS, AND LIGHT FIXTURES (DOES NOT INCLUDE CHANDELIERS OR CEILING FANS)

6.) REPLACE PIPES (CONFIRM IF NEEDED); INSTALL NEW CONNECTIONS AND FAUCETS

7.) INSTALL 5 TONS A/C AND HEAT UNITS FOR WHOLE HOUSE (ELECTRICAL)

8.) INSIDE, REPLACE ALL DRYWALL (SHEETROCK)IN CEILING AND WALLS , DO MOLD FINISH, AND CEILING TEXTURE.(IF NEED)

9.) INSTALL ONE BATH VANITY WITH TOP (25") AND ALSO ONE TOILET, AND BATH TUBE/SHOWER FOR EACH BATHROOM (02 BATHROONS)

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B.) FOR FRONT DOOR PAINT: OWNER PICKS COLOR

16.) CONTRACTOR PICKS ALL MATERIALS AND OWNER PICKS ALL COLORS AND DESIGNS

A.) FOR ALL MATERIALS, USE SAME EXSITING QUALITY

17.) TOTAL JOB PRICE FOR LABOR AND MATERIALS: $97,750.00 18.) PAYMENT SCHEDULE: 40% TO

CASH SALE

THE ECONOMY SUPPLY COMPANY

ROOFING – WALLBOARD – CEMENT – CELOTEX – STEEL & ALUMINUM SASH – DOORS

200 SECOND STREET — BUILDER'S HARDWARE — PHONE 582-1941

HATTIESBURG, MISSISSIPPI 39401

Customer's Order No _____ Date _____

Name _____

Address _____

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MDSE RETD	PAID OUT	

QUAN	DESCRIPTION	PRICE	AMOUNT	
	SALES TAX			
	TOTAL			

All claims and returned goods MUST be accompanied by this bill.

Rec'd By _____

MULTIFORMS 545-2312

ECONOMY SUPPLY CO
200 E 2ND ST
HATTIESBURG, MS. 39401

TERMINAL I.D.: 00754200134093742815G3

MERCHANT #: 134093742815

DEBIT
XXXXXXXXXXXX2053
DEBIT
RECORD #: 14 JHU:
DATE: APR 08, 13 TIME: 12:49
BATCH: 160 000014
RRN: 222646077 AUTH: 874113

CHECKING

TOTAL $37.53

SHANNON S EPTING
CUSTOMER COPY

Estimate

GOLDEN EAGLE SERVICES
305 S.12th. Ave
Hattiesburg, MS 39401

Date 4/3/2013
Estimate # 12824

Name / Address

Shannon Epting
201 N. 23 Rd. Ave.
Hattiesburg Ms. 39401

Description	Total
INSTALL NEW 4 TON A/C SYSTEM,	
REMOVE OLD SYSTEM BECAUSE OF WATER DAMAGE	
PRICE INCLUDES ALL LABOR AND MATERIAL	9,500.00

THANK YOU FOR LETTING US SERVE YOU
JIMMY

Total $9,500.00

GOLDEN EAGLE SERVICES
jimmy@goldeneagleservice.net
601-307-3065
601-266-6690

GOLDEN EAGLE SERVICES
305 S.12th. Ave
Hattiesburg, MS 39401

Invoice

Date	Invoice #
5/10/2013	3782

Bill To
Shannon Epting 201 N. 23 Rd. Ave. Hattiesburg Ms. 39401

Description	Amount
REPLACE 25 WINDOWS [INSTALLED DOUBLE HUNG VINYL WINDOWS] TOTAL $9800 BALANCE DUE	6,800.00
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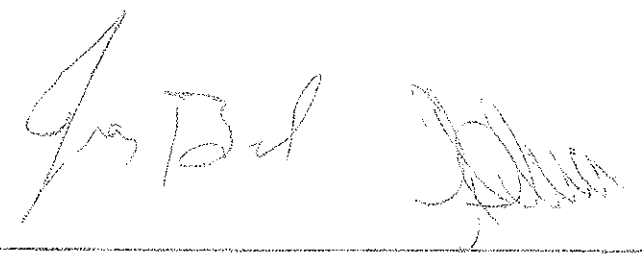
TEAR OUT OLD DOORS , FRAMES AND REFRAME FOR 22 NEW DOORS BALANCE DUE	5,600.00
FINISH SHEET ROCK AND PRIME AND PAINT INSIDE WALLS BALANCE DUE	8,980.00
FRAMING ON CAR PORCH TO INSTALL GARAGE DOOR BALANCE DUE	880.00
ROUGH - IN FOR REWIRE OLD PART OF HOUSE TOTAL $8700 BALANCE DUE	5,000.00



THANK YOU FOR LETTING US SERVE YOU
JIMMY

Total $33,000.00

Estimate

GOLDEN EAGLE SERVICES
305 S.12th. Ave
Hattiesburg, MS 39401

Date 4/3/2013
Estimate # 12825

Name / Address

Shannon Epting
201 N. 23 Rd. Ave.
Hattiesburg Ms. 39401

Description	Total
WIRING IN HOUSE WAS DAMAGED IN STORM[IS OLD KNOB AND PIN WIRING] AND IS BEYOND REPAIR	
REWIRE HOUSE TO CURRENT NEC AND HATTIESBURG CITY CODES	
PRICE INCLUDES ALL MATERIAL AND LABOR	8,700.00

THANK YOU FOR LETTING US SERVE YOU
JIMMY

Total $8,700.00

GOLDEN EAGLE SERVICES
jimmy@goldeneagleservice.net
601-307-3065
601-266-6690

Hattiesburg Mississippi
Land Development Code
PO Box 1898
Hattiesburg MS 39403
Phone (601) 554-1003 Fax (601) 454-4688

Permit NO. **MISC-5-13-2588**
Permit Type: **Miscellanous**
Work Classification: **Other**
Permit Status: **Active**
Report Code: **N/A**

Issue Date: **5/21/2013** Expires: **11/17/2013**

Project Address	PPIN No.	Valuation:	Total Sq Feet:	Historic District	Flood Zone
201 N 23RD AVENUE Hattiesburg, MS 39401-	16118	$ 2.50	00		

Owner Information	Address	Phone	Cell
SHANNON EPTING		(769)475-1300	

Contractor(s)	Phone	Primary Contractor
OWNER	MS	Yes

Required Inspections:

For Inspections call: 1(601)554-1004

Inspection

FEES DUE

Fee	Amount
Misc Permit Fee	$2.50
Total:	$2.50

FEES PAID

Inv Total	Paytype	Amt Paid	Amt Due
Inv # MISC-5-13-31476			
$ 2.50	Cash	$2.50	
			$ 0.00

Proposed Construction / Details

FOR COPIES OF PERMIT ON 201 N 23RD AVE 3 @ .50 = 2.50

Issued By:

NOTICE: THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED, OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLETED WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION

SIGNATURE OF CONTRACTOR, OWNER, OR AUTHORIZED AGENT — DATE 5/21/13

D Rodgers by OMC Mee
APPROVED BY — DATE

*****This copy Owner/Contractor*****

B

Acknowledgment

RE: Owner Name: Shannon Epton
Project Address: 201 N 23rd Ave
Contractor: Golden Eagle Service

Initial

I, Shane Burke, do hereby acknowledge that:
Print Name

1) Are you the Contractor X, Owner ___, Other ___, Specify ___
2.) The field copy of the plans must be on site at all times. If plans are lost or stolen there will be a $10.00 per sheet charge to make the additional copies. SB
3) Contractor or a representative will be on site for all inspections. SB
4) Twenty four hour notice is required for all inspections. SB
5.) Building can not be used or occupied until all finals have been done and a Certificate of Occupancy has been issued. SB
6.) No licensed Contractor will allow an un-licensed Contractor to work. SB
7) When changing a contractor or sub-contractor, an affidavit from the new Contractor must be submitted prior to the change.
8). **Any Changes to the approved site plan or building plans must be resubmitted to the city for approval prior to construction.** SB

OWNER

9.) I understand that if an electrical inspection reveals that repairs need to be done before electrical service can be restored, I must retain a License Electrician at my own expense and a re-inspection fee may be applied. OJ

I do hereby accept full personal responsibility for all the above and understand that a violation of any of the above may result in fines and/or imprisonment of not more than 90 days per offense, construction delays, and loss of license.

Shane Burke
Print Name:

305 S 12th Ave
Mailing Address:

305 S 12th Ave
Physical Address:

802182665
Drivers License#:

Shane Burke
Signature:

Hattiesburg, Ms 39401
City, State & Zip Code

601-307-3065
Cell Phone:

601-307-3065
Business Phone:

10-11-2014
Expiration Date:

3/8/13
Date:

COPY

FINAL ADMINISTRATIVE RULE/REGULATION ADOPTION
STATE BOARD OF CONTRACTORS
STATE OF MISSISSIPPI

Effective October 15, 2007 the following administrative rule/regulation has been officially adopted by the Mississippi State Board of Contractors.

Once a building permit is issued to a residential builder or remodeler, or the holder of a certificate of responsibility by a municipal or county building official, or any other authority charged with the duty of issuing local building permits, such licensed residential builder or residential remodeler or holder of a certificate of responsibility shall exhibit a sign at the permitted job site which shall include, prominently displayed in lettering at least two (2) inches high and twelve (12) inches wide, the license or certificate of responsibility number of the residential builder or residential remodeler or holder of the certificate of responsibility and the State issuing it.

Golden Eagle Services — Contractor Company

305 [redacted] S 12th Av — Company Address:

[signature] — Contractor Signature:

3/8/13 — Date:

COPY

CITY OF HATTIESBURG

BUILDING PERMIT CARD

PERMIT NO. 13-2033 DATE 3-7-13 PERMIT ISSUED BY SL at 601-554-

STREET ADDRESS 201 N 23rd Ave OWNER Shannon Epton

Property is zoned R-1A Requiring the following setbacks: Front ____ Rear____ Each Side ____/

REQUIREMENTS: A. THE FINISHED FLOOR ELEVATION MUST BE ONE FOOT (1') ABOVE THE HIGHEST POINT OF THE NEARE STREET OR A DRAINAGE RELEASE IS REQUIRED.

B. TWENTY-FOUR HOUR NOTICE IS REQUIRED FOR ALL INSPECTION REQUEST

C. YOU MUST HAVE THE PERMIT NUMBER TO REQUEST INSPECTION

TYPE OF CONSTRUCTION Repair sheetrock & Paint install New S and Siding- replace A/C- repair Wiring

TYPE	FOUNDATION/ UNDERGROUND	FRAMING/ ROUGH-IN	FINAL	OTHER
BUILDING				
ELECTRICAL				
PLUMBING				
GAS				
MECHANICAL				

PLEASE KEEP THIS CARD POSTED IN FRONT OF JOB AT ALL TIMES DURING THE ____ DAYS/MON PERMIT IS VALID, PROTECTED FROM THE WEATHER - BUT ACCESSIBLE TO INSPECTORS

REMOVAL OF THIS PERMIT CARD IS PROHIBITED

ECOPY

BUILDING PERMIT INSPECTION

Permit Number
Permit Type
Inspection Date & Time 19
Owner
Project Name
Project Location
Payment Comments

Inspection Type
Inspection Status
Inspector
Flood Zone
Contractor(s)
Golden Eagle Service

Primary Contractor
Yes

Description of Work

NOTES

Inspection Reasons | Comments

Temporary Electrical Power
Inspection

yes

Jimmy Burke

James R. Neal

3/19/13

COPY

Tuesday, March 19, 2013

BUILDING PERMIT APPLICATION

CITY OF HATTIESBURG
LAND DEVELOPMENT CODE OFFICE
P O BOX 1898
HATTIESBURG, MS 39403-1898
(601) 554-1004 OR FAX (601) 545-4688

RECEIVED MAR 01 2013 REC BY: SH

13-2033

TO BE COMPLETED BY APPLICANT X**DATE:** 3 / 8 / 13

Boxed areas are for L.D.C. Staff only	(Sign Permits - see separate application)

Business Name/Project Name: Golden Eagle Service

X**Project Address:** 201 N 23rd Ave

X**Owner Name:** Shannon Epton

X**Owner's Address:** 201 N 23rd Ave

X**Owner's Mailing address:** 201 N 23rd Ave

X**City:** Hattiesburg X**State:** Ms X**Zip:** 39401 **County:** Forrest

X**Phone:** (601) 329-4254 X**Cell #:** (601) 329-4254 **FAX:** ( )

X**Structure:** New _____ **Existing** X **Attached** _____ **Detached** _____

Gross Sq Ft: _____ **Net Sq Ft:** _____ **Number of Floors:** _____

Parcel #: 21-316-2-11 **Zoning Class:** B1A **Flood Zone:** X **CSR** ____

Panel Of 200 **Map #** 28035C0104D **Map Date** 3/2/10

Appraised Building Value: _____ **Substantial Improvement Log Posted:** _____

Flood Elevation Certificate _____ **Elevations Received: Pre-** ____ **Post** ____ **Const.** ____

Historical Dist: NA **Cert. of Appropriateness:** ____ **Letter of compliance:** ____

Code Enforcement Property NA **Ward #:** 4 **Approved by:** _____

1 of 8

X**Type of Construction (please fully describe): Owner/occupied:**☒ **Re-sale/Lease:**☐ **Initials**_____

Residential: X **Commercial:** _____ **Apartments:** _____ **Duplex:** _____

How Many Apartment Buildings ____ **Units Per Building:** _____ **Total # Units** _____

Complete Plans Submitted and Attached: (3 sets) new commercial/with approved site plan and (2 sets) residential construction, also may include renovation/repairs):

CHECKLIST

- ☐ Approved Site Plan
- ☐ Foundation
- ☐ Building
- ☐ Electrical
- ☐ Plumbing
- ☐ Mechanical

COPY

- ☐ Field Copy
- ☐ "PLANS" stamped on permit card
- ☐ Inspection copy of plans in files
- ☐ Lot Size
- ☐ Lot Frontage
- ☐ Impervious Surfaces

CIRCLE ONE: Addition / Repair / Remodel / Roof / Grading / Other / New

X Describe fully: Repair Sheetrock & Paint, Install new Shingles, And Siding Qz
Replace A/C, Repair Wiring Qz

Mobile Home (Registration # Required):

Demolition/Remodel/Renovation: I understand that it is my responsibility to verify if there are Asbestos-containing materials. Also, I will abide by the codes of the Mississippi Department of Environmental Quality (DEQ) to properly remove the materials. Please call the DEQ at (601) 961-5769. Mailing address: Ms Dept. Environmental Quality, P.O. Box 2339, Jackson, Ms. 39225-2339 X

CONTRACTOR INFORMATION:

X CONTRACTOR: Golden Eagle Services

IS THE PROJECT RESIDENTIAL: X COMMERICIAL:

BUILDING SIZE: 1600 BUILDING COST:$

ELECTRICAL: Golden Eagle Service

PLUMBING/GAS:

MECHANICAL: Golden Eagle Service

SPRINKLER/FIRE ALARM/HOOD SYSTEM

Fire Marshall Notified: Fire Marshall Plans:

VERIFIED BY LDC:		
INS ✓		STE
RR	RB	GC
INS ✓		STE
INS		STE
INS ✓	EPA	STE
INS		STE

X Clean-up Contact Person: Shane Burke Company Name: Golden Eagle Service

X Address: 305 S 12th Ave Phone: 601-307-3065

X SIGNATURE OF RESPONSIBLE PARTY FOR CLEANUP/DISPOSAL: [signature]

NOTE: If the city picks up construction debris a charge of $175.00 for the first load and $150.00 per load thereafter will be billed to you.

X Total Job Cost: $ 35,000

Grading Cost (if grading permit):

Permit Fee: $432.00

Grading Permit Fee:

X I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT: [signature]

Permit Prepared By: SB Date: 3-7-13

Approved By: KB 3/7/13 Title:

Date Approved: Permit Number:

Cross Reference Permit Number (grading, etc.):

Notes/Comments:

Rev. 8-15-11



Licensed
Insured

Electrician
A/C & Heating
General Contractor

Proud Supporters of USM Athletics

GOLDEN EAGLE SERVICES

(601) 307-3065
jimmydburke@comcast.net

Jimmy Burke
305 S. 12th Ave.
Hattiesburg, MS 39401

10713

463172

Invoice

SOLD TO: EPTING SHANNON	SHIP TO: GOLDEN EAGLE/AMERICAN ZIL
ADDRESS: 201 NORTH 23RD AVE	ADDRESS: 37 CHAR LN
CITY, STATE, ZIP: HATTIESBURG. MS.	CITY, STATE, ZIP: PETAL - MS.

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE
				03/06/13

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
START		MATERIAL AND LABOR			
	1º	ROOFING (REPLACE SHINGLE AND FIX)			
	2º	FUNDATION (REPLACE BLOCKS AND LEVEL)			
	3º	REPAIR ELETRICAL AND A/C			

$28,178.01

1 payment made to Golden/Eagle/American Construction

C

463175

Invoice

JSC

SOLD TO: EPTING SHANNON	SHIP TO: GOLDEN EAGLE/AMERICANZ
ADDRESS: 201 NORTH 23RD	ADDRESS: 39 CHAR LN
CITY, STATE, ZIP: HATTIESBURG	CITY, STATE, ZIP: PETAL MS.

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		Labor and material			28,170,00
		2° DRAW			
		WINDOWS, INSULATION			
		SHEETROCK, AND FENCE.			
		[signature]			28,170,00

A-5840 T-49708/46721 01-11

2 payments made to Golden Eagle
JSC Americanzil
Construction

Invoice

SOLD TO: EPTING SHANNON
ADDRESS: 201 NORTH 23RD
CITY, STATE, ZIP: HATTIESBURG - MS

SHIP TO: GOLDEN EAGLE / AMERICANA JSC.
ADDRESS: 39 CHAR LN PETAL - MS
CITY, STATE, ZIP: PETAL - MS

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE
				04/03/13

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		LABOR AND MATERIAL 3º DRAW			$28,170.01
		(1) SHEETROCK FINISH.			
		(2) ELETRICAL (REPLACE SERVICE AND ALL WIRE)			
		(3) PLUMBING AND A/C (COMPLETE JOB.)			
		(4) START OUTSIDE AND INSIDE PAINT			
		(5) START FLICK COVER.			
					$28,170.01

3 payments made to Golden Eagle JSC Americanzil Construction

DATE=04/12/2013 SEQUENCE=0400647128

Account=00000188747000 P/C=000019 Amount=$14500.00

4 of 13

SHANNON S EPTING 02/13 769-475-1300 phone#
201 N 23RD AVE
HATTIESBURG, MS 39401-5926

85-27/653

102

Date 04/11/13

Pay To The Order Of: Jose L. Da Silva $14,500.00

Fourteen Thousand Five Hundred & no cents Dollars

Trustmark National Bank

JSC Americanil payment for construction @ 201 N 23rd Ave - 39401

⑆065300279⑆ ⑈0188747000⑈ 0102

4 payments made to JSC Americanil Construction

and a 5th payment of 3,000 cash was also paid to Contractor.

Invoice misplaced but " 463174.

5 of 13

463196

Invoice

SOLD TO: EPTING SHANNON	SHIP TO: GOLDEN EAGLE/AMERICAN FE
ADDRESS: 201 NORTH 22ND AVE	ADDRESS: 29 CHARLN PETAL MS
CITY, STATE, ZIP: HATTIESBURG MS	CITY, STATE, ZIP: PETAL MS.

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE
				4/30/13

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		JOBS COMPLETE.			
10		ROOFING (FREMING AND SHINGLES)			
20		FOUNDATION (LEVEL AND REPLACE CONCRETE BLOCKS)			
2		WINDOWS, AND DOOR			
40		ALL SIDE WALLS REPAIR AND PAINT			
50		INSIDE WALLS, ELETRICAL, PLUMBING, A/C 1ST AND 2ND FLO			
		OBS. (NEED FINAL TRIM/FIXTURES.			
60		INSEDE FREMING, INSULATION AND SHEETROCK FINIS			
40		INSIDE PAINT CEILING, DOOR, AND WALLS			
80		TEAR OUT FENCE BOARDS, POSTS, AND GATE.			
					$ 84.980

Total for All Jobs completed

605051

Invoice

SOLD TO	SHIP TO
EPTING SHANNON	GOLDEN EAGLE/AMERICANZIL
ADDRESS 201 NORTH 23RD AVE	ADDRESS 39 CHAR LN
CITY, STATE, ZIP HATTIESBURG. MS	CITY, STATE, ZIP PETAL - MS.

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE
				4/30/13

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		JOBS COMPLETE			
	10	ROOFING			
	A	TEAR OUT SHINGLES, FELT, BOOTS, FLASHING.			
	B	TEAR OUT TRUSS			
	C	REPLACE ELETRICAL MASTER HEAD.			
	D	REPLACE TRUSS			
	E	REPLACE FELT, FLASHING AND BOOTS.			
	F	REPLACE SHINGLES A/R LIFE TIME.			
					$ 18,031.32

605052

Invoice

SOLD TO: EPTING SHANNON	SHIP TO: GOLDEN EAGLE/AMERICANZ L
ADDRESS	ADDRESS: 57 CHAR LN.
CITY, STATE, ZIP: HATTIESBURG.	CITY, STATE, ZIP: PETAL MS.

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE
				4/30/13

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		JOBS COMPLETE			
	20	FOUNDATION			
	A	TEAR OUT CONCRETE BLOCK REIFORCED			
	B	LEVEL THE FLOOR (JACK)			
	C	REPLACE CONCRETE BLOCKS (POLES)			
	D	BUILD WALL FOR SUPPORT LEFT SIDE OF THE HOUSE			
					$11,487.60

605053

Invoice

SOLD TO	SHIP TO
EDTING SHANNON	GOLDEN EAGLE / AMERICAN ZIL CONS
ADDRESS	ADDRESS
CITY, STATE, ZIP HATTIESBURG - MS	CITY, STATE, ZIP PETAL MS

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE
				4/30/13

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
	3	OUTSIDE WALLS ELEVATION			
	A	REPAIR SIDING, CLEAN SIDING, AND TEAR OUT LIGH			
	B	TEAR OUT WOOD WINDOWS.			
	C	FREMING WINDOWS SPACE FOR INSTAL VINYL			
	D	PRAIMER AND PAINT.			
	E	REPLACE WINDOW (14 TOTAL) (THE CONTRACTOR REPLACE 25)			
	F	Build 1x6 FACE WINDOWS AND PAINT.			
					$8,333.9

A-5840 7-46708/45721

605054

Invoice

SOLD TO: LEPTING SHANNON	SHIP TO: GOLDEN EAGLE/AMERICANA L
ADDRESS	ADDRESS: 39 CHAZ LN
CITY, STATE, ZIP: HATTIESBURG MS.	CITY, STATE, ZIP: PETAL MS.

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE: 4/30/13

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
	1	DOOR AND FACES			
	(10)	OUTSIDE			
	(A)	REPLACE FRONT DOOR			
	(B)	REPLACE DECK FACE			
	(C)	FRAMING CAR PORCH WALLS			
	(D)	BUILD CAR PORCH. DOOR FOR INSIDE ACCESS.			
	(E)	EXTENDE (INCREASE) KIT AREA IN 200 FT.			

$6,950.00

605055

Invoice

SOLD TO: EPTING SHANNON	SHIP TO: GOLDEN EAGLE / AMERICANO
ADDRESS: 201 N 23RD AVE	ADDRESS: 34 CHAR LN
CITY, STATE, ZIP: HATTIESBURG MS	CITY, STATE, ZIP: PETAL MS

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE
				4/30/13

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
	50	JOBS COMPLETE			
		INSIDE WALLS, ELETRICAL AND			
		PLUMBING			
	A	FREMING INSIDE PARTES			
	B	ELETRICAL 1º AND 2º ROUGE ST.			
	C	PLUMBING 1º AND 2º ROUGE ST.			
	D	A/C 1º AND 2º ROUGE ST.			
	E	REPLACE INSIDE DOOR			
					$10,750.00

605056

Invoice

SOLD TO	SHIP TO
EPTING SHANNON	GOLDEN EAGLE/AMERICAN ZIZ
ADDRESS: 201 N 23RD AVE	ADDRESS: 39 CHAR LN.
CITY, STATE, ZIP: HATT. MS.	CITY, STATE, ZIP: PETAL MS

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE
				4/30/13

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		JOBS COMPLETED			
(60)		INSIDE WALLS AND CEILING			
(A)		REPLACE INSULATIONS.			
(B)		REPLACE SHEETROCK WALLS AND CEILING			
(C)		MOLD/AND FINISH SHEETROCK.			
(D)		PRAIMER AND PAINT ~~SOME~~ WALLS AND CEILING			
(E)		REPLACE DOOR/FACES AND PAINT.			
					$24,709.48

A-6840 T-46706/46772

605057

Invoice

SOLD TO: EPTING SHANNON	SHIP TO: GOLDEN EAGLE / AMERICANZ
ADDRESS: 201 N 23RD	ADDRESS: 37 CHAR LN.
CITY, STATE, ZIP: HATTI MS.	CITY, STATE, ZIP: PETAL MS.

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE
				4/30/13

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		50 BS COMPLETE			
	10	INSIDE DOOR AND TRIM			
	A	REPLACE INSIDE ALL DOOR			
	B	REPLACE INSIDE ALL TRIM			
	C	PAINT INSIDE DOOR AND TRIM			
					$6950.00

A-5810 T-15706/10721

605058

Invoice

SOLD TO: EPTING SHANNON	SHIP TO: GOLDEN EAGLE/AMERICAN FI
ADDRESS: 201 N 23RD AVE	ADDRESS: 39 CHAR LN
CITY, STATE, ZIP: HATTIESBURG MS.	CITY, STATE, ZIP: PETAL MS.

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE
				4/30/13

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		JOBS COMPLETE			
	80	OUTSIDE WOOD FENCE			
	A	TEAR OUT WOOD FENCE BOARDS			
	B	TEAR OUT POSTS, AND GATE.			
					$842.46

A-5840 T-46708/46731

Shannon Epting
201North 23rd Ave
Hattiesburg, MS 39401
(769) 475-1300

May 8, 2013

Golden Eagle Services
305 S. 12th Avenue
Hattiesburg, MS 39401

JSC Americanzil Construction LLC
39 Char Lane
Petal, MS 39465

Golden Eagle Services & JSC Americanzil Construction LLC,

This letter is to inform you that as of May 8, 2013, I will no longer be in need of your services as my contractor at 201 North 23rd Ave Hattiesburg, MS 39401. Despite actions and services performed in good faith per the estimate, there have been several violations. Specifically, Changes in prices as per our estimate emailed to me by you in good faith on February 21, 2013. Trying to charge me for services not rendered. Changes made in my home without prior authorization, and leaving my home unsupervised with the door unlock and open. Prior payments have been made and as of May 8, 2013 there are no further payments necessary. If needed I have copies of signed invoices from Golden Eagle Services & JSC Construction LLC stating how much each service rendered cost and I have signed receipts for payments made that cover all services that have been rendered including jobs that have not been complete. Jobs listed on invoice as being complete are as follows: Roofing, Foundation, Windows and Doors, Outside Walls, Electrical, Plumbing, AC, Inside Framing, Insulation, Sheetrock Finished, Inside Painting of Ceilings, doors, and walls, Tear out fence boards, posts, and gate. Because of the impact your company's problems have caused for me, I am making the decision to terminate the estimated agreement. Please contact me with any questions on this. I can be reached at (769) 475-1300.

Sincerely,

Shannon Epting

D

Invoice

605062

SOLD TO: EPTING SHANNON	SHIP TO: GOLDEN EAGLE / AMERICAN ZI ~~JSC~~
ADDRESS: 201 NORTH 23RD AVE	ADDRESS: 37 CHAR LN
CITY, STATE, ZIP: HATTIESBURG - MS	CITY, STATE, ZIP: PETAL - MS

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE
				5/10/13

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		BALANCE DUE ON JOB			$33,000.00
		INCLUDES BALANCE ON WORK COMPLETED TO DATE 5/8/13			
		ON PAYMENT OF BALANCE WILL SIGN LIEN RELIACE ON PROPRIETY.			
					$33000.00

A-2240 F-46706/46737

BARNETT CONSTRUCTION WORK LLC

P. O. Box 18411
Hattiesburg, MS 39404

Lic. #18159-sc

Phone: (601) 573-1949
Email: barnettlee22@yahoo.com

Estimate # 2013-05-06 BLLC

Attention:
Shannon Wallace
201 North 23rd Ave
Hattiesburg, MS 39404
Email: shannonwallace0115@gmail.com

Estimate Total: $ 97,914.10

Description	Total	Cost
Laundry Room: 12x6		
R & R ½" drywall, taped w/smooth wall finish		$397.44
R & R batt insulation-4" – R-13		$159.84
Paint the surface area – two coats		$140.40
Prime the surface area – two coats		$140.40
Apply anti-microbial agent		$28.08
R & R baseboard		$51.84
R & R crown mold		$67.50
Paint baseboard		$12.15
Mask & prep for paint		$17.82
Floor protection self-adhesive plastic film		$79.92
Floor Prep		$300
Install Ceramic Tile		$495
Paint & finish baseboard, cap & shoe		$23.49
R & R Door		$120.00
	2033.88	
Fitness Room 11x13		
R & R ½" drywall, taped w/smooth wall finish		$577.12
R & R batt insulation-4" –R-13		$172.32
Paint the surface area – two coats		$139.20
Prime the surface area – two coats		$139.20
Apply anti-microbial agent		$ 47.80
R & R baseboard		$ 88.32

E

R & R crown mold		$115.00
Paint baseboard – two coast		$ 31.74
Paint crown mold – two coats		$ 32.66
Paint baseboard		$ 20.70
Mask & prep for paint		$ 30.36
Floor protection self-adhesive plastic film		$136.16
Floor Prep		300
Install Ceramic Tile		$585
Paint & finish baseboard, cap & shoe		$40.02
R & R Door		$120
	2575.60	
Kitchen: 24X19		
R & R ½" dry wall, taped w/smooth wall finish		$1071.04
R & R batt insulation-4"-R-13		$789.44
Paint the surface area – two coats		$766.40
Prime the surface area – two coats		$766.40
Apply anti-microbial agent		$93.28
R & R baseboard		$119.52
R&R crown mold		$137.50
Paint baseboard – two coats		$81.39
Paint crown mold – two coats		$82.01
Paint baseboard		$73.95
Mask & Prep for paint		$80.46
Floor protection self-adhesive plastic film		$154.72
Prep Floor		$900
Install Ceramic Tile		$1095
Paint & finish baseboard, cap & shoe		$86.97
R & R Cabinets & Island		$10,500
R & R Back Door		$335
	17133.08	
Family Room: 20x22		
R & R ½" drywall, taped w/smooth wall finish		$1,197.92
R & R batt insulation-4"-R-13		$761.12
Paint surface area – two coats		$717.20
Prime the surface area – two coats		$717.20
Apply anti-microbial agent		$103.44
R & R baseboard		$517.12
R & R crown mold		$552.50
Paint baseboard – two coats		$92.09
Paint crown mold – two coats		$93.31
Paint baseboard		$67.45
Mask & Prep for paint		$100.26

Floor protection self-adhesive plastic film		$580.56
Prep Floor		$700
Install Ceramic Tile		$985
Paint & finish baseboard, cap & shoe		$93.07
Paint Front Door		$125
Hallway: 12x13	**7403.24**	
R & R ½" drywall, taped w/smooth wall finish		$583.20
R & R batt insulation-4-R-13		$255.20
Paint the surface area – two coats		$212
Prime the surface area – two coats		$212
Apply anti-microbial agent		$62.40
R & R baseboard		$115.20
R & R crown mold		$150
Paint baseboard – two coats		$42.60
Paint crown mold – two coats		$42.60
Paint baseboard		$27.00
Mask & prep for paint		$39.60
Floor protection self-adhesive plastic film		$285.36
Prep Floor		$350
Install Ceramic Tile		$485
Paint & finish baseboard, cap & shoe		$53.07
	2915.23	
Master Bed Room : 23x23		
R & R ½" drywall, taped w/smooth wall finish		$1047.68
R & R batt insulation -4—R13		$660.48
Paint the surface area – two coats		$628.80
Prime the surface area – two coats		$628.80
Apply anti-microbial agent		$85.76
R & R baseboard		$124.48
R & R crown mold		$510.00
Paint baseboard – two coats		$70.36
Paint crown mold – two coats		$71.24
Paint baseboard		$59.80
Mask & prep for paint		$69.04
Floor protection self-adhesive plastic film		$530.24
Prep Floor		$700
Install Ceramic Tile		$895
R & R Paneling		$
R & R door opening (jamb & casing) 32" – 24" wide		$
Paint & finish baseboard, cap & shoe		$63.49
R & R Door		$120.00
	6265.17	

Master Bath Room : 8x10		
R & R ½" drywall, taped w/smooth wall finish		$423.84
R & R batt insulation-4" –R-13		$230.24
Paint the surface area – two coats		$214.40
Prime the surface area – two coats		$214.40
Apply anti-microbial agent		$32.88
R & R baseboard		$52.24
R & R crown mold		$65.00
Paint baseboard – two coats		$25.18
Paint crown mold two coats		$25.62
Paint baseboard		$29.80
Mask & prep for paint		$39.04
Floor protection self-adhesive plastic film		$230.24
Floor Prep		$350
Install Ceramic Tile		$365
Paint & finish baseboard, cap & shoe		$50.02
R & R Door		$120.00
	2467.50	
Bed Room II: 24x9		
R & R ½" drywall, taped w/smooth wall finish		$1071.04
R & R batt insulation-4" R-13		$789.44
Paint the surface area – two coats		$766.40
Prime the surface area – two coats		$766.40
Apply anti-microbial agent		$93.28
R & R baseboard		$119.52
R & R crown mold		$137.50
Paint door trim & jamb – two coats		$81.39
Paint window trim & jamb – two coats		$82.01
Paint baseboard		$73.95
Mask & prep for paint		$80.46
Floor protection self-adhesive plastic film		$154.72
Prep Floor		$900
Install Ceramic Tile		$1095
Paint & finish baseboard, cap & shoe		$86.97
R & R Door		$120.00
	6418.08	
Bed Room III: 13 x 14		
R & R ½" drywall, taped w/smooth wall finish		$677.12
R & R batt insulation-4" –R-13		$272.32
Paint the surface area – two coats		$239.20
Prime the surface area – two coats		$239.20
Apply anti-microbial agent		$47.80

R & R baseboard		$88.32
R & R crown mold		$115.0
Paint baseboard – two coast		$31.74
Paint crown mold – two coats		$32.66
Paint baseboard		$20.70
Mask & prep for paint		$30.36
Floor protection self-adhesive plastic film		$136.16
Floor Prep		300
Install Ceramic Tile		$585
Paint & finish baseboard, cap & shoe		$40.02
R & R Door		$120
	2975.60	
Bed Room IV: 13 x 8		
R & R ½" drywall, taped w/smooth wall finish		$677.12
R & R batt insulation-4" –R-13		$272.32
Paint the surface area – two coats		$239.20
Prime the surface area – two coats		$239.20
Apply anti-microbial agent		$47.80
R & R baseboard		$88.32
R & R crown mold		$115.0
Paint baseboard – two coast		$31.74
Paint crown mold – two coats		$32.66
Paint baseboard		$20.70
Mask & prep for paint		$30.36
Floor protection self-adhesive plastic film		$136.16
Floor Prep		300
Install Ceramic Tile		$585
Paint & finish baseboard, cap & shoe		$40.02
R & R Door		$120
	2975.60	
Bed Room IV: 11x13		
R & R ½" drywall, taped w/smooth wall finish		**$397.44**
R & R batt insulation-4" –R-13		$159.84
Paint the surface area – two coats		$140.40
Prime the surface area – two coats		$140.40
Apply anti-microbial agent		$28.08
R & R baseboard		$51.84
R & R crown mold		$67.50
Paint baseboard – two coast		$18.63

Paint crown mold – two coats		$19.17
Paint baseboard		$12.15
Mask & prep for paint		$17.82
Floor protection self-adhesive plastic film		$79.92
Prep Floor		$300
Install Ceramic Tile		$495
Paint & finish baseboard, cap & shoe		$44.37
R & R Door		$120
	2092.56	
Bath Room II: 5x10		
R & R ½" drywall, taped w/smooth wall finish		$323.84
R & R batt insulation-4 R-13		$130.24
Paint the surface area – two coats		$114.40
Prime surface area – two coats		$114.40
Apply anti-microbial agent		$22.88
R & R baseboard		$42.24
R & R crown mold		$55.00
Paint baseboard – two coats		$15.18
Paint crown mold – two coats		$15.62
Paint baseboard		$19.80
Mask & prep for paint		$29.04
Floor protection self-adhesive plastic film		$130.24
Floor Prep		$300
Install Ceramic Tile		$415
Paint & finish baseboard , cap & shoe		$26.10
R & R Door		$120
	1873.98	
Bath Room II: 5x10		
R & R ½" drywall, taped w/smooth wall finish		$323.84
R & R batt insulation-4 R-13		$130.24
Paint the surface area – two coats		$114.40
Prime surface area – two coats		$114.40
Apply anti-microbial agent		$22.88
R & R baseboard		$42.24
R & R crown mold		$55.00
Paint baseboard – two coats		$15.18
Paint crown mold – two coats		$15.62
Paint baseboard		$19.80
Mask & prep for paint		$29.04
Floor protection self-adhesive plastic film		$130.24
Floor Prep		$300

Install Ceramic Tile		$415
Paint & finish baseboard , cap & shoe		$26.10
R & R Door		$120
	1873.98	
Paint Exterior:	3200 sq. ft	$6500
Master Closet : 13X14		
Paint		$225
Closet Bedroom I: 6X6		
Paint		$185
Closet Bedrooms 3-5: 6x5		
Paint		$495
Concrete Foundation (2,000 Linear Feet)		$10,500
Removal of Debris		$2,100
Electrical: Box & Wiring		$12,500
Total		**$91508.50**
	TAX 7%	**$6405.60**
Estimate Total		**$97914.10**

Forrest County
Filed/Recorded MAY 15 2013 04:36:00PM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

Prepared by:	Indexing Instructions:	Return to:
Candance L. Rickman Shiyou Law Firm P.O. Box 310 Hattiesburg, MS 39403 601-583-6040	Lots 13 & 14, and S30ft of 15 Block 10, Hattiesburg Heights 2nd Survey, City of Hattiesburg Forrest County, Mississippi	Candance L. Rickman Shiyou Law Firm P.O. Box 310 Hattiesburg, MS 39403

STATE OF MISSISSIPPI
COUNTY OF FORREST

NOTICE OF CONSTRUCTION LIEN

TO: The Chancery Clerk of Forrest County, Mississippi

YOU ARE HEREBY NOTIFIED that:

Golden Eagle Services
305 S. 12th Avenue
Hattiesburg, MS 39401
601-408-7529

does hereby claim a construction lien pursuant to Section 85-7-131 of the Mississippi Code of 1972, as amended, for services, materials and labor provided to and in the improvements on and against the real property owned by:

SHANNON S. EPTING
201 N. 23rd Avenue
Hattiesburg, MS 39401
769-475-1300

and being located at 201 N. 23rd Avenue, Hattiesburg, Mississippi 39401, and being more particularly described as:

Lots 13, 14, and the south 30 feet of lot 15; Block 10 of the Hattiesburg Heights

Inst. 704611
Bk 0010 Pg 0592

F

2nd Survey, as per map or plat thereof located in the office of the Chancery Clerk of Forrest County, Mississippi.

Parcel: 2-028J-08-270.00
PPIN: 016118

The owner of said real property subject to this lien is **Shannon S. Epting**. The parties entered into an agreement under which the claimant provided valuable services, labor and materials in the repair of the improvements on the real property for the purpose of improving the property. A copy of the estimate and statement for the services provided and work performed on the real property is attached hereto as Exhibit "A".

There is now due and owing a remaining balance for the services, material and labor performed in the amount of **$ 33,000.00**, plus interest accruing at the legal rate of 8% per annum. The services, materials and labor were provided and performed at the request of and for the benefit of **Shannon S. Epting.**

Suit has not yet been brought on this matter, but will be within one (1) year of the date when the sums for the services, material and labor became due and payable.

Golden Eagle Services

By: _____
Shane Burke, Authorized Agent

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for the state and county aforesaid, on the **15th** day of **May, 2013**, the within named **Shane Burke, Authorized Agent for Golden Eagle Services**, who acknowledged that for and on behalf of said company, he executed the above and foregoing instrument with the full authority and power to do so.

_____
Notary Public

STATE OF MISSISSIPPI
LORRAINE KACHLER DUKE
ID No. 82259
Commission Expires
August 15, 2014
LAMAR COUNTY

My Commission Expires:

Inst. 704611
Bk 0010 Pg 0593

GOLDEN EAGLE SERVICES
305 S.12th. Ave
Hattiesburg, MS 39401

Invoice

Date	Invoice #
5/10/2013	3782

Bill To
Shannon Epting 201 N. 23 Rd. Ave. Hattiesburg Ms. 39401

Terms
Due on receipt

Description	Amount
REPLACE 25 WINDOWS [INSTALLED DOUBLE HUNG VINYL WINDOWS] TOTAL $9800 BALANCE DUE	6,800.00
REMOVE SHED , CLEAN OUT FENCING AND POSTS BALANCE DUE	840.00
FRAMING AND REFINISH INSIDE PARTITION WALLS AND REBUILD KITCHEN AREA BALANCE DUE	4,900.00
TEAR OUT OLD DOORS , FRAMES AND REFRAME FOR 22 NEW DOORS BALANCE DUE	5,600.00
FINISH SHEET ROCK AND PRIME AND PAINT INSIDE WALLS BALANCE DUE	8,980.00
FRAMING ON CAR PORCH TO INSTALL GARAGE DOOR BALANCE DUE	880.00
ROUGH - IN FOR REWIRE OLD PART OF HOUSE TOTAL $8700 BALANCE DUE	5,000.00

Inst. 704611
Bk 0010 Pg 0594

THANK YOU FOR LETTING US SERVE YOU
JIMMY

Total $33,000.00

City of Hattiesburg, MS

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

Master

File Number: 2013-0529

File ID:	2013-0529	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	08/15/2013
Brief Title:	Authorize publication of Notice of Public Hearing on Proposed Budget and Tax Levy for FY 2014			**Final Action:**	
				Minute Book Number:	MB2013-240

Title: Authorize advertisement of Notice of Public Hearing on the proposed budget and proposed tax levies for Fiscal Year 2014 for the City of Hattiesburg

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Notice of Public Hearing on Budget, Tax Levy	**Enactment Number:**	
Contact:	Connie Everett	**Meeting Date:**	08/20/2013
Drafter:	Connie Everett	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013					

Text of Legislative File 2013-0529

Title
Authorize advertisement of Notice of Public Hearing on the proposed budget and proposed tax levies for Fiscal Year 2014 for the City of Hattiesburg

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information
Publish in the Hattiesburg American August 23 and August 30

NOTICE OF A PUBLIC HEARING ON THE PROPOSED BUDGET AND PROPOSED TAX LEVIES FOR FISCAL YEAR 2015 FOR THE CITY OF HATTIESBURG, MS

The City of Hattiesburg will hold a public hearing on a proposed ad valorem tax revenue increase for Fiscal Year 2015 and on its proposed budget and proposed tax levies for Fiscal year 2015 on Tuesday, September 2, 2014, at 6:00 p.m. in the Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS.

The City of Hattiesburg, Hattiesburg Municipal Separate School District, and the Library of Hattiesburg, Petal, and Forrest County are now operating with a projected total budget revenue of $181,803,973. Twenty-one percent (21%) or $38,540,765 of such revenue is obtained through ad valorem taxes. For next fiscal year, the proposed budget has total projected revenue of $161,693,909. Of that amount, 24%, or $39,294,399 is proposed to be financed through a total ad valorem tax levy.

For the next fiscal year, the City of Hattiesburg plans to increase your ad valorem tax millage rate by 0.95 mills from 112.31 mills to 113.26 mills. This increase means that you will pay more in ad valorem taxes on your home, automobile tag, utilities, business fixtures and equipment and rental real property.

Any citizen of the City of Hattiesburg is invited to attend this public hearing on the proposed budget and tax levies for Fiscal Year 2015 and will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken.

Publish August 15 and 22, 2014.

The advertisement shall be no less than ¼ page in size and the type used shall be no smaller than 18 point and surrounded by a ¼ inch solid black border. The advertisement may not be placed in that portion of the newspaper where legal notices and classified advertisements appear. (Run in retail section.)

City of Hattiesburg, MS

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

Master

File Number: 2013-0525

File ID:	2013-0525	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	08/14/2013
Brief Title:	2013 Auditors Agreement			**Final Action:**	
				Minute Book Number:	MB2013-240

Title:

Acknowledge receipt of Letters of Understanding from Nicholson & Company, P.A., to serve as Auditors for the City of Hattiesburg and the City of Hattiesburg's Water & Sewer System for the Fiscal Year ending September 30, 2013; authorize Council President and City Clerk to execute duplicate originals of Letters of Understanding for same.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Auditors Agreement, 2013	**Enactment Number:**	
Contact:		**Meeting Date:**	08/20/2013
Drafter:	Kim Bradley	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013					

Text of Legislative File 2013-0525

Title

Acknowledge receipt of Letters of Understanding from Nicholson & Company, P.A., to serve as Auditors for the City of Hattiesburg and the City of Hattiesburg's Water & Sewer System for the Fiscal Year ending September 30, 2013; authorize Council President and City Clerk to execute duplicate originals of Letters of Understanding for same.

Summary

2013 Auditors Agreement

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CARL L. NICHOLSON, JR., CPA
RICHARD D. HALBERT, CPA
RICHARD G. TOPP, CPA
FRANK H. McWHORTER, JR., CPA
T. JOHN HARVEY, CPA
WILLIAM T. KELLY, CPA/ABV, CVA
SUSAN A. RILEY, CPA
DAWN T. JONES, CPA
MICHAEL W. DAVIS, CPA
GREGORY L. FAIREY, CPA
JEFFREY M. ALLEN, CPA
JOHN S. HEATH, CPA
PAIGE M. JOHNSON, CPA
JANICE M. BATES, CPA
JOE C. TRAVIS, CPA, CrFA, CFF
JOSEPH C. TOWNSEND, CPA
TRACY W. HAYNES, CPA
JAMES E. POLK, CPA
STEPHEN W. GRAY, CPA
ANNETTE P. HERRIN, CPA/ABV, CVA, CFE, CFF
LEIGH F. AGNEW, CPA
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RENEE MOORE, CPA
LACEY J. MILLER, CPA
MICHAEL BRADLEY WOOD, CPA
LESLIE C. BILANCIA, CPA/ABV, CVA
SARAH P. ERWIN, CPA
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GULFPORT, MISSISSIPPI 39501
POST OFFICE BOX 1842
GULFPORT, MISSISSIPPI 39502
TELEPHONE: 228-864-1779
FAX 228-864-3850

August 13, 2013

To the City Council
Attention: Mr. Kim Bradley, President
City of Hattiesburg, Mississippi
Post Office Box 1898
Hattiesburg, Mississippi 39403

Dear Mr. Bradley:

We are pleased to confirm our understanding of the services we are to provide the City of Hattiesburg, Mississippi for the year ended September 30, 2013. We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Hattiesburg, Mississippi as of and for the year ended September 30, 2013. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Hattiesburg, Mississippi's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Hattiesburg, Mississippi's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis
2) Budgetary Comparison Schedules
3) Schedule of Funding Progress - Police and Firemen Retirement System

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Hattiesburg, Mississippi's financial statements including information utilized in preparation of the City's Comprehensive Annual Financial Report (CAFR). We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1) Schedule of Expenditures of Federal Awards
2) Schedule of Surety Bonds for Municipal Officials
3) Full Cost Accounting – Solid Waste Management Services
4) Nonmajor and Agency Combining Fund Statements
5) Budgetary Statement of Departmental Expenditures – General Fund

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1) Statistical Information necessary for the City's CAFR

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations.*

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and OMB Circular A-133 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, the Municipal Accounting and Auditing Guide issued by the Mississippi Office of the State Auditor for certain state compliance procedures, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any

reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, including conversion entries, adjusting entries that have been approved by management, cash-to-accrual entries, preparation of the depreciation schedules, schedule of expenditures of federal awards, and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements , including conversion entries, adjusting entries that have been approved by management, cash-to-accrual entries, preparation of the depreciation schedules, and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, including conversion entries, adjusting entries that have been approved by management, cash-to-accrual entries, preparation of the depreciation schedules, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by

OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on November 4, 2013.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements

or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Hattiesburg, Mississippi's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance

requirements that could have a direct and material effect on each of the City of Hattiesburg, Mississippi's major programs. The purpose of these procedures will be to express an opinion on the City of Hattiesburg, Mississippi's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

The Mississippi Office of the State Auditor requires that we perform additional procedures to obtain reasonable assurance about whether the auditee has complied with certain state laws applicable to municipalities. Our procedures will consist of tests of municipal officials' assertions with regard to legal compliance. The purpose of these tests is to prepare a special report for the municipality's compliance with state laws and regulations.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, long-term debt, or other confirmations and schedules we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Nicholson & Company, PLLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to your cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Nicholson & Company, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the City's cognizant agency, oversight agency for audit, or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately November 4, 2013 and to issue our reports no later than February 15, 2014.

Mr. Frank H. McWhorter, Jr., CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be Eleven Thousand Seven Hundred Fifty Dollars and No Cents ($11,750.00) for the City of Hattiesburg's Combined Water and Sewer System and Ninety Seven Thousand Five-Hundred Fifty Dollars and No Cents ($97,550.00) for the City of Hattiesburg's CAFR, plus report reproduction costs for both reports, for all funds of the City of Hattiesburg. You acknowledge that this range is not a limit to the total fees we may charge for our services, and that our fees may actually exceed that range. However, in the event that we

encounter unusual circumstances that would require us to expand the scope of the engagement, and/or if we anticipate our fees exceeding the aforementioned range, we will adjust our estimate, and obtain your prior approval before continuing with the engagement. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2012 peer review accompanies this letter.

We appreciate the opportunity to be of service to the City of Hattiesburg, Mississippi and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

NICHOLSON & COMPANY, PLLC

Frank H. McWhorter, Jr., CPA

FHMcWJr/mje

RESPONSE:

This letter correctly sets forth the understanding of the City of Hattiesburg, Mississippi.

Eddie Myers, City Clerk
Management Signature

Date

Kim Bradley, President
Governance Signature

Date

DK Davis Kinard & Co, PC
CERTIFIED PUBLIC ACCOUNTANTS
Quality. Integrity. Knowledge.

First Financial Bank Building
400 Pine Street, Ste. 600, Abilene, TX 79601
325.672.4000 / 800.588.2525 / f: 325.672.7049
www.dkcpa.com

System Review Report

May 8, 2013

To the Members
Nicholson & Company, PLLC
and the Peer Review Committee of the Mississippi Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of **Nicholson & Company, PLLC** (the firm) in effect for the year ended December 31, 2012. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of **Nicholson & Company, PLLC** in effect for the year ended December 31, 2012, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. **Nicholson & Company, PLLC** has received a peer review rating of *pass*.

Davis Kinard & Co, PC

Certified Public Accountants

City of Hattiesburg, MS

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

Master

File Number: 2013-0527

File ID:	2013-0527	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	08/14/2013
Brief Title:	Monthly budget report for July 2013.			**Final Action:**	
				Minute Book Number:	MB2013-240

Title:

Acknowledge receipt of monthly budget report for the month ending July 31, 2013, on permanent file in city Clerk's Office.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	All Expenditures JULY 2013, All Revenues JULY 2013	**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	08/20/2013					

Text of Legislative File 2013-0527

Title

Acknowledge receipt of monthly budget report for the month ending July 31, 2013, on permanent file in city Clerk's Office.

Summary

Monthly budget report for July 2013.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

			CITY OF HATTIESBURG							
	001003 - GENERAL FUND-CITY COUNCIL		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
11,457	REGULAR WAGES	4000	141,040		117,280	23,760	83%	83%	(304)	0%
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300								
	DISASTER RECOVERY OVER	4310								
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11,457	**SALARIES**		**141,040**		**117,280**	**23,760**	**83%**	**83%**	**(304)**	**0%**
	EMPLOYEE BENEFITS									
1,588	STATE RETIREMENT	4600	18,835		15,961	2,874	83%	85%	318	2%
834	F.I.C.A. TAXES	4700	10,110		8,385	1,725	83%	83%	(48)	0%
1,552	HOSPITALIZATION INS.	4800	31,320		24,088	7,232	83%	77%	(2,414)	-8%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	477		477		83%	100%	95	20%
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3,974	**EMPLOYEE BENEFITS**		**60,742**		**48,911**	**11,831**	**83%**	**81%**	**(2,048)**	**-3%**
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15,431	**PERSONAL SERVICES**		**201,782**		**166,191**	**35,591**	**83%**	**82%**	**(2,352)**	**-1%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003	600		215	385	83%	36%	(342)	-57%
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010	1,200		759	441	83%	63%	(289)	-24%
	MINOR OFFICE EQUIP/FUR	5020								
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070								
	COMPUTER SUPPLIES	5080	800			800	83%	0%	(800)	-100%
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	OFFICE SUPPLIES		**2,600**		**974**	**1,626**	**83%**	**37%**	**(1,431)**	**-55%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								
	HOUSEHOLD SUPPLIES	5110	500			500	83%	0%	(500)	-100%
35	FOOD	5115	300		264	36	83%	88%	16	5%
	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590								

			CITY OF HATTIESBURG							
	001003 - GENERAL FUND-CITY COUNCIL		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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35	**OPERATING SUPPLIES**		**800**		**264**	**536**	**83%**	**33%**	**(483)**	**-60%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	MTR VEHICLE REP. PTS/S	5700								
	OTHER REPAIR/MAINT. SP	5990								
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	REPAIR & MAINTENANCE									
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35	**SUPPLIES AND EXPENSES**		**3,400**		**1,238**	**2,162**	**83%**	**36%**	**(1,914)**	**-56%**
	PROFESSIONAL SERVICES									
	AUDITING AND ACCOUNTIN	6010	91,750		91,426	324	83%	100%	17,961	20%
	ARCHITECTURAL	6012								
	ENTERTAINMENT	6033								
	DATA PROCESSING	6035								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE		**91,750**		**91,426**	**324**	**83%**	**100%**	**17,961**	**20%**
	COMMUNICATIONS									
248	TELEPHONE AND TELEGRAP	6060			738	(738)			885	
	POSTAGE	6070								
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248	**COMMUNICATIONS**				**738**	**(738)**			**885**	
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
(98)	TRAVEL EXP-CLERK	6110 CLERK	2,400		416	1,984	83%	17%	(1,900)	-79%
	TRAVEL EXP-WARD 1	6110 WARD1	2,000			2,000	83%	0%	(2,000)	-100%
	TRAVEL EXP-WARD 2	6110 WARD2	1,604		1,604		83%	100%	320	20%
	TRAVEL EXP-WARD 3	6110 WARD3	2,000			2,000	83%	0%	(2,000)	-100%
	TRAVEL EXP-WARD 4	6110 WARD4	2,000			2,000	83%	0%	(2,000)	-100%
58	TRAVEL EXP-WARD 5	6110 WARD5	2,000		608	1,392	83%	30%	(1,270)	-64%
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(41)	**TRAVEL EXPENSE**		**12,004**		**2,628**	**9,376**	**83%**	**22%**	**(8,850)**	**-74%**
	FREIGHT	6120	41			41	83%	0%	(41)	-100%
	MESSENGER/EXPRESS SERV	6130	100		24	76	83%	24%	(71)	-71%
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			CITY OF HATTIESBURG							
	001003 - GENERAL FUND-CITY COUNCIL		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
(41)	**TRANSPORTATION**		**12,145**		**2,652**	**9,493**	**83%**	**22%**	**(8,962)**	**-74%**
	ADVERTISING									
	ADVERTISING	6150	59			59	83%	0%	(59)	-100%
	ORDINANCE EXPENSE	6160								
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	ADVERTISING		**59**			**59**	**83%**	**0%**	**(59)**	**-100%**
	PRINTING AND BINDING									
	PRINTING	6200								
	BINDING	6205								
	FILM PROCESSING	6240								
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	PRINTING AND BINDING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
350	SURETY AND FORGERY BON	6270	2,015		1,750	265	83%	87%	85	4%
	OTHER INSURANCE	6299								
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350	**INSURANCE**		**2,015**		**1,750**	**265**	**83%**	**87%**	**85**	**4%**
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365								
	HOUSEHOLD EQUIPMENT R&	6370								
	MINOR EQUIPMENT R&M	6382								
	MOTOR VEHICLE EQ. R&M	6384								
	OTHER REPAIRS AND MAIN	6399	1,000			1,000	83%	0%	(1,000)	-100%
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	REPR/MAINT-OUTSIDE L		**1,000**			**1,000**	**83%**	**0%**	**(1,000)**	**-100%**
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	EXHIBITIONS & PROMOTIO	6500	975		14	961	83%	1%	(958)	-98%
	DUES AND MEMBERSHIPS	6840	125			125	83%	0%	(125)	-100%
	REGISTRATION FEE/TUITI	6845								
	REG FEE/TUITION-CLERK	6845 CLERK	1,000		925	75	83%	93%	110	11%
	REG FEE/TUITION-WARD	6845 WARD1	1,000			1,000	83%	0%	(1,000)	-100%

			CITY OF HATTIESBURG							
	001003 - GENERAL FUND-CITY COUNCIL		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	REG FEE/TUITION-WARD	6845 WARD2	1,661		1,659	2	83%	100%	329	20%
	REG FEE/TUITION-WARD	6845 WARD3	1,000			1,000	83%	0%	(1,000)	-100%
	REG FEE/TUITION-WARD	6845 WARD4	735		470	265	83%	64%	(171)	-23%
	REG FEE/TUITION-WARD	6845 WARD5	1,000		645	355	83%	65%	(226)	-23%
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	REGISTRATION FEE/TU		**6,396**		**3,699**	**2,697**	**83%**	**58%**	**(1,957)**	**-31%**
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA		**7,496**		**3,713**	**3,783**	**83%**	**50%**	**(3,040)**	**-41%**
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557	**OTHER SERVICES & CHAR**		**114,465**		**100,278**	**14,187**	**83%**	**88%**	**5,868**	**5%**
	_____									
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	OFFICE FURN/EQUIP.	7325			6,000	(6,000)			7,200	
	DATA PROCESSING EQUIP.	7327	78,450	36,914	35,521	6,016	83%	45%	(35,824)	-46%
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM		**78,450**	**36,914**	**41,521**	**16**	**83%**	**53%**	**(28,624)**	**-36%**
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	CAPITAL OUTLAY		**78,450**	**36,914**	**41,521**	**16**	**83%**	**53%**	**(28,624)**	**-36%**
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16,023	**EXPENDITURES**		**398,097**	**36,914**	**309,228**	**51,956**	**83%**	**78%**	**(27,023)**	**-7%**

			CITY OF HATTIESBURG							
	001015 - GENERAL FUND-CITY COURT		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
42,912	REGULAR WAGES	4000	658,647		459,441	199,206	83%	70%	(107,317)	-16%
	DISASTER RECOVERY WAGE	4010								
2,948	OVERTIME	4300	20,000		31,808	(11,808)	83%	159%	18,169	91%
	DISASTER RECOVERY OVER	4310								
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45,860	**SALARIES**		**678,647**		**491,250**	**187,397**	**83%**	**72%**	**(89,147)**	**-13%**
	EMPLOYEE BENEFITS									
7,223	STATE RETIREMENT	4600	96,800		69,288	27,512	83%	72%	(13,654)	-14%
3,438	F.I.C.A. TAXES	4700	51,925		36,975	14,950	83%	71%	(7,555)	-15%
5,825	HOSPITALIZATION INS.	4800	125,280		58,994	66,286	83%	47%	(54,487)	-43%
	UNEMPLOYMENT BENEFITS	4900	3,000		1,425	1,575	83%	48%	(1,290)	-43%
	WORKMAN'S COMPENSATION	4910	2,182		2,182		83%	100%	436	20%
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16,486	**EMPLOYEE BENEFITS**		**279,187**		**168,865**	**110,322**	**83%**	**60%**	**(76,549)**	**-27%**
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62,346	**PERSONAL SERVICES**		**957,834**		**660,115**	**297,719**	**83%**	**69%**	**(165,696)**	**-17%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003	3,000		2,991	9	83%	100%	589	20%
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010	3,000		2,914	86	83%	97%	496	17%
	MINOR OFFICE EQUIP/FUR	5020	700		640	60	83%	91%	68	10%
	MICROFILM SUPPLIES	5030								
	SUBSCRIPTIONS,MAGS,MAP	5050	3,817		4,417	(600)	83%	116%	1,483	39%
	BOOKS	5070								
	COMPUTER SUPPLIES	5080	5,500		3,315	2,185	83%	60%	(1,522)	-28%
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	OFFICE SUPPLIES		**16,017**		**14,277**	**1,740**	**83%**	**89%**	**1,115**	**7%**
	OPERATING SUPPLIES									
	FOOD	5115								
	WEARING APPAREL	5355								
	MINOR EQUIPMENT	5460								
437	OTHER OPERATING MATL/S	5590	1,500		1,140	360	83%	76%	(132)	-9%
	OTHER OPER.MATL-JAIL G	5591	415			415	83%	0%	(415)	-100%

			CITY OF HATTIESBURG							
	001015 - GENERAL FUND-CITY COURT		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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437	**OPERATING SUPPLIES**		**1,915**		**1,140**	**775**	**83%**	**60%**	**(547)**	**-29%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
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	REPAIR & MAINTENANCE									
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437	**SUPPLIES AND EXPENSES**		**17,932**		**15,418**	**2,514**	**83%**	**86%**	**569**	**3%**
	PROFESSIONAL SERVICES									
	CONSULTANT SERV/SURVEY	6020								
	LEGAL	6025	15,200		1,144	14,056	83%	8%	(13,827)	-91%
	DATA PROCESSING	6035								
	MICROFILM PROCESSING	6037								
	OTHER PROF-JAIL DIV GR	6048	55,195		15,577	39,618	83%	28%	(36,502)	-66%
	OTHER PROFESSIONAL SER	6049	53,800		10,535	43,265	83%	20%	(41,158)	-77%
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	PROFESSIONAL SERVICE		**124,195**		**27,256**	**96,939**	**83%**	**22%**	**(91,487)**	**-74%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	POSTAGE	6070								
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	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	3,100			3,100	83%	0%	(3,100)	-100%
	TRVL-JAIL DIVERSN GRAN	6118	7,173			7,173	83%	0%	(7,173)	-100%
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION		**10,273**			**10,273**	**83%**	**0%**	**(10,273)**	**-100%**
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
393	PRINTING	6200	8,051	1,446	3,429	3,175	83%	43%	(3,936)	-49%
	BINDING	6205								

			CITY OF HATTIESBURG							
	001015 - GENERAL FUND-CITY COURT		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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393	**PRINTING AND BINDING**		**8,051**	**1,446**	**3,429**	**3,175**	**83%**	**43%**	**(3,936)**	**-49%**
	INSURANCE									
	SURETY AND FORGERY BON	6270	250		100	150	83%	40%	(130)	-52%
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	INSURANCE		**250**		**100**	**150**	**83%**	**40%**	**(130)**	**-52%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	OFFICE EQUIPMENT R&M	6365	14,700		398	14,302	83%	3%	(14,222)	-97%
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	REPR/MAINT-OUTSIDE L		**14,700**		**398**	**14,302**	**83%**	**3%**	**(14,222)**	**-97%**
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	COURT COSTS	6710								
	REFUNDS	6835								
	POLICE FINE REFUNDS	6835 PF								
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	REFUNDS									
	DUES AND MEMBERSHIPS	6840	150			150	83%	0%	(150)	-100%
235	REGISTRATION FEE/TUITI	6845	600		235	365	83%	39%	(318)	-53%
	SERVICES NOT SPECIFIED	6999								
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235	**OTHER SERVICES & CHA**		**750**		**235**	**515**	**83%**	**31%**	**(468)**	**-62%**
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628	**OTHER SERVICES & CHAR**		**158,219**	**1,446**	**31,418**	**125,355**	**83%**	**20%**	**(120,517)**	**-76%**
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
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			CITY OF HATTIESBURG							
	001015 - GENERAL FUND-CITY COURT		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	CAPITAL OUTLAY									
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63,411	**EXPENDITURES**		**1,133,985**	**1,446**	**706,951**	**425,588**	**83%**	**62%**	**(285,643)**	**-25%**

			CITY OF HATTIESBURG							
	001020 - GENERAL FUND-MAYOR/ADMIN.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
35,393	REGULAR WAGES	4000	399,546		337,069	62,477	83%	84%	4,936	1%
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300								
	DISASTER RECOVERY OVER	4310								
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35,393	**SALARIES**		**399,546**		**337,069**	**62,477**	**83%**	**84%**	**4,936**	**1%**
	EMPLOYEE BENEFITS									
5,574	STATE RETIREMENT	4600	56,990		48,593	8,397	83%	85%	1,321	2%
2,634	F.I.C.A. TAXES	4700	30,570		24,922	5,648	83%	82%	(663)	-2%
2,716	HOSPITALIZATION INS.	4800	41,760		32,764	8,996	83%	78%	(2,443)	-6%
802	UNEMPLOYMENT BENEFITS	4900	1,000		844	156	83%	84%	12	1%
	WORKMAN'S COMPENSATION	4910	4,587		4,587		83%	100%	917	20%
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11,727	**EMPLOYEE BENEFITS**		**134,907**		**111,710**	**23,197**	**83%**	**83%**	**(855)**	**-1%**
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47,120	**PERSONAL SERVICES**		**534,453**		**448,779**	**85,674**	**83%**	**84%**	**4,081**	**1%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003	250		248	2	83%	99%	47	19%
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010	1,800		576	1,224	83%	32%	(1,108)	-62%
	MINOR OFFICE EQUIP/FUR	5020	500		16	484	83%	3%	(480)	-96%
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050	650		632	18	83%	97%	108	17%
	BOOKS	5070	800		738	62	83%	92%	85	11%
	COMPUTER SUPPLIES	5080	500			500	83%	0%	(500)	-100%
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	OFFICE SUPPLIES		**4,500**		**2,210**	**2,290**	**83%**	**49%**	**(1,848)**	**-41%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								
	HOUSEHOLD SUPPLIES	5110								
53	FOOD	5115	2,250	127	1,732	391	83%	77%	(171)	-8%
	GAS AND OIL	5250	4,400		1,210	3,190	83%	28%	(2,948)	-67%
	LUBRICANTS	5255								

			CITY OF HATTIESBURG							
	001020 - GENERAL FUND-MAYOR/ADMIN.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590	750		30	720	83%	4%	(714)	-95%
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53	**OPERATING SUPPLIES**		**7,400**	**127**	**2,973**	**4,300**	**83%**	**40%**	**(3,832)**	**-52%**
	REPAIR & MAINTENANCE SP									
75	MTR VEHICLE REP. PTS/S	5700	750		440	311	83%	59%	(222)	-30%
	COMMUNICATION REPAIR P	5750								
	OTHER REPAIR/MAINT. SP	5990	250			250	83%	0%	(250)	-100%
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75	**REPAIR & MAINTENANCE**		**1,000**		**440**	**561**	**83%**	**44%**	**(472)**	**-47%**
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128	**SUPPLIES AND EXPENSES**		**12,900**	**127**	**5,622**	**7,151**	**83%**	**44%**	**(6,153)**	**-48%**
	_____									
	PROFESSIONAL SERVICES									
	APPRAISAL	6017								
	CONSULTANT SERV/SURVEY	6020								
	ENTERTAINMENT	6033								
	OTHER PROFESSIONAL SER	6049	750		545	205	83%	73%	(96)	-13%
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	PROFESSIONAL SERVICE		**750**		**545**	**205**	**83%**	**73%**	**(96)**	**-13%**
	COMMUNICATIONS									
247	TELEPHONE AND TELEGRAP	6060	3,500		2,602	898	83%	74%	(377)	-11%
	POSTAGE	6070								
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247	**COMMUNICATIONS**		**3,500**		**2,602**	**898**	**83%**	**74%**	**(377)**	**-11%**
	TRANSPORTATION									
263	TRAVEL EXPENSE	6110	16,000		5,039	10,961	83%	31%	(9,953)	-62%
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130	400		23	377	83%	6%	(372)	-93%
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263	**TRANSPORTATION**		**16,400**		**5,062**	**11,338**	**83%**	**31%**	**(10,325)**	**-63%**
	ADVERTISING									
188	ADVERTISING	6150	19,400	2,698	14,069	2,633	83%	73%	(2,517)	-13%
	ADVERTISING-BC HEALTHY	6151	22,002		10,858	11,144	83%	49%	(8,972)	-41%
	ADVERTISING-SPEC. EVEN	6152								
125	ADVERTISING-MAYOR'S YO	6153	7,500		6,211	1,289	83%	83%	(46)	-1%
	ADVERTISING-USM-ISP	6156	21,650		21,553	97	83%	100%	4,213	19%

			CITY OF HATTIESBURG							
	001020 - GENERAL FUND-MAYOR/ADMIN.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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313	**ADVERTISING**		**70,552**	**2,698**	**52,691**	**15,163**	**83%**	**75%**	**(7,322)**	**-10%**
	PRINTING AND BINDING									
290	PRINTING	6200	1,500		309	1,191	83%	21%	(1,129)	-75%
	BINDING	6205								
	BLUELINES	6210								
	FILM PROCESSING	6240								
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290	**PRINTING AND BINDING**		**1,500**		**309**	**1,191**	**83%**	**21%**	**(1,129)**	**-75%**
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
	SURETY AND FORGERY BON	6270								
	OTHER INSURANCE	6299								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365	1,000			1,000	83%	0%	(1,000)	-100%
	HOUSEHOLD EQUIPMENT R&	6370								
	MINOR EQUIPMENT R&M	6382								
	MOTOR VEHICLE EQ. R&M	6384	1,500		767	733	83%	51%	(579)	-39%
	COMMUNICATION EQ. R&M	6390								
	OTHER REPAIRS AND MAIN	6399								
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	REPR/MAINT-OUTSIDE L		**2,500**		**767**	**1,733**	**83%**	**31%**	**(1,579)**	**-63%**
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	LATE PAYMENT CHARGE	6705								
200	DUES AND MEMBERSHIPS	6840	6,000		5,399	601	83%	90%	478	8%
670	REGISTRATION FEE/TUITI	6845	3,000		2,900	100	83%	97%	480	16%
	SERVICES NOT SPECIFIED	6999								
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870	**OTHER SERVICES & CHA**		**9,000**		**8,299**	**701**	**83%**	**92%**	**958**	**11%**

			CITY OF HATTIESBURG							
	001020 - GENERAL FUND-MAYOR/ADMIN.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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1,983	**OTHER SERVICES & CHAR**		**104,202**	**2,698**	**70,276**	**31,228**	**83%**	**67%**	**(19,870)**	**-19%**
	_____									
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
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	VEHICLES									
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	CAPITAL OUTLAY									
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49,231	**EXPENDITURES**		**651,555**	**2,825**	**524,677**	**124,053**	**83%**	**81%**	**(21,942)**	**-3%**

			CITY OF HATTIESBURG							
	001030 - GENERAL FUND-ELECTIONS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
	REGULAR WAGES	4000								
	OVERTIME	4300								
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	SALARIES									
	EMPLOYEE BENEFITS									
	STATE RETIREMENT	4600								
	F.I.C.A. TAXES	4700								
	HOSPITALIZATION INS.	4800								
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910								
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	EMPLOYEE BENEFITS									
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	PERSONAL SERVICES									
	_____									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010	3,000		2,763	237	83%	92%	315	11%
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	OFFICE SUPPLIES		**3,000**		**2,763**	**237**	**83%**	**92%**	**315**	**11%**
	OPERATING SUPPLIES									
	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590								
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	OPERATING SUPPLIES									
	REPAIR & MAINTENANCE SP									
	OTHER REPAIR/MAINT. SP	5990								
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	REPAIR & MAINTENANCE									
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	SUPPLIES AND EXPENSES		**3,000**		**2,763**	**237**	**83%**	**92%**	**315**	**11%**
	_____									
	PROFESSIONAL SERVICES									

			CITY OF HATTIESBURG							
	001030 - GENERAL FUND-ELECTIONS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	LEGAL	6025								
	DATA PROCESSING	6035								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									
	POSTAGE	6070	8,345		8,345		83%	100%	1,669	20%
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	COMMUNICATIONS		**8,345**		**8,345**		**83%**	**100%**	**1,669**	**20%**
	TRANSPORTATION									
	FREIGHT	6120								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200	5,400		5,342	58	83%	99%	1,010	19%
	BINDING	6205								
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	PRINTING AND BINDING		**5,400**		**5,342**	**58**	**83%**	**99%**	**1,010**	**19%**
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365								
	OTHER REPAIRS AND MAIN	6399	1,400			(1,400)	83%	0%	(1,400)	-100%
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	REPR/MAINT-OUTSIDE L		**1,400**			**(1,400)**	**83%**	**0%**	**(1,400)**	**-100%**
	RENTALS									
	BUILDING RENT	6405								
	OFFICE EQUIPMENT RENT	6410								
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	RENTALS									
	OTHER SERVICES & CHARGE									
145	SERVICES NOT SPECIFIED	6999	55,155		50,604	4,551	83%	92%	5,569	10%
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145	**OTHER SERVICES & CHA**		**55,155**		**50,604**	**4,551**	**83%**	**92%**	**5,569**	**10%**
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			CITY OF HATTIESBURG							
	001030 - GENERAL FUND-ELECTIONS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
145	**OTHER SERVICES & CHAR**		**67,500**		**64,291**	**3,209**	**83%**	**95%**	**9,649**	**14%**
	_____									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
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	CAPITAL OUTLAY									
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145	**EXPENDITURES**		**70,500**		**67,054**	**3,446**	**83%**	**95%**	**9,964**	**14%**

			CITY OF HATTIESBURG							
	001040 - GENERAL FUND-MUNICIPALCLERK		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
5,301	REGULAR WAGES	4000	109,959		94,620	15,339	83%	86%	3,585	3%
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300								
	DISASTER RECOVERY OVER	4310								
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5,301	**SALARIES**		**109,959**		**94,620**	**15,339**	**83%**	**86%**	**3,585**	**3%**
	EMPLOYEE BENEFITS									
835	STATE RETIREMENT	4600	15,685		13,572	2,113	83%	87%	601	4%
398	F.I.C.A. TAXES	4700	8,415		7,159	1,256	83%	85%	175	2%
1,164	HOSPITALIZATION INS.	4800	20,880		15,800	5,080	83%	76%	(1,920)	-9%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	371		371		83%	100%	74	20%
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2,396	**EMPLOYEE BENEFITS**		**45,351**		**36,902**	**8,449**	**83%**	**81%**	**(1,068)**	**-2%**
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7,697	**PERSONAL SERVICES**		**155,310**		**131,522**	**23,788**	**83%**	**85%**	**2,516**	**2%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
269	OTHER EXPENDABLE OFF.S	5010	2,200		923	1,277	83%	42%	(1,092)	-50%
	MINOR OFFICE EQUIP/FUR	5020	668		421	247	83%	63%	(162)	-24%
	MICROFILM SUPPLIES	5030								
60	SUBSCRIPTIONS,MAGS,MAP	5050	627		586	41	83%	93%	76	12%
	BOOKS	5070	305		267	38	83%	88%	15	5%
	COMPUTER SUPPLIES	5080								
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329	**OFFICE SUPPLIES**		**3,800**		**2,198**	**1,603**	**83%**	**58%**	**(1,162)**	**-31%**
	OPERATING SUPPLIES									
	FOOD	5115								
	GAS AND OIL	5250								
	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590								
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			CITY OF HATTIESBURG							
	001040 - GENERAL FUND-MUNICIPALCLERK		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OPERATING SUPPLIES									
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329	**SUPPLIES AND EXPENSES**		**3,800**		**2,198**	**1,603**	**83%**	**58%**	**(1,162)**	**-31%**
	PROFESSIONAL SERVICES									
	CONSULTANT SERV/SURVEY	6020								
	ABSTRACTING & RECORDIN	6023	1,800		424	1,376	83%	24%	(1,291)	-72%
	LEGAL	6025								
	DATA PROCESSING	6035								
	MICROFILM PROCESSING	6037								
	OTHER PROFESSIONAL SER	6049	350			350	83%	0%	(350)	-100%
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	PROFESSIONAL SERVICE		**2,150**		**424**	**1,726**	**83%**	**20%**	**(1,641)**	**-76%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	POSTAGE	6070	80			80	83%	0%	(80)	-100%
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	COMMUNICATIONS		**80**			**80**	**83%**	**0%**	**(80)**	**-100%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130	35		30	5	83%	86%	1	3%
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	TRANSPORTATION		**35**		**30**	**5**	**83%**	**86%**	**1**	**3%**
	ADVERTISING									
2,432	ADVERTISING	6150	20,400		12,641	7,759	83%	62%	(5,230)	-26%
	ORDINANCE EXPENSE	6160	5,350		821	4,529	83%	15%	(4,364)	-82%
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2,432	**ADVERTISING**		**25,750**		**13,463**	**12,287**	**83%**	**52%**	**(9,594)**	**-37%**
	PRINTING AND BINDING									
	PRINTING	6200	1,600		1,535	65	83%	96%	242	15%
	BINDING	6205								
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	PRINTING AND BINDING		**1,600**		**1,535**	**65**	**83%**	**96%**	**242**	**15%**
	INSURANCE									
	SURETY AND FORGERY BON	6270								
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			CITY OF HATTIESBURG							
	001040 - GENERAL FUND-MUNICIPALCLERK		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365	3,380		3,378	2	83%	100%	673	20%
	DISINFECT./EXTERMINATI	6394	700		780	(80)	83%	111%	236	34%
	OTHER REPAIRS AND MAIN	6399								
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	REPR/MAINT-OUTSIDE L		**4,080**		**4,158**	**(78)**	**83%**	**102%**	**909**	**22%**
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999	1,000			1,000	83%	0%	(1,000)	-100%
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	OTHER SERVICES & CHA		**1,000**			**1,000**	**83%**	**0%**	**(1,000)**	**-100%**
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2,432	**OTHER SERVICES & CHAR**		**34,695**		**19,609**	**15,086**	**83%**	**57%**	**(11,164)**	**-32%**
	_____									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
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	CAPITAL OUTLAY									
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10,458	**EXPENDITURES**		**193,805**		**153,329**	**40,476**	**83%**	**79%**	**(9,810)**	**-5%**

			CITY OF HATTIESBURG							
	001041 - GENERAL FUND-TAX DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
	REGULAR WAGES	4000								
	OVERTIME	4300								
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	SALARIES									
	EMPLOYEE BENEFITS									
	STATE RETIREMENT	4600								
	F.I.C.A. TAXES	4700								
	HOSPITALIZATION INS.	4800								
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910								
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	EMPLOYEE BENEFITS									
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	PERSONAL SERVICES									
	_____									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010								
	MINOR OFFICE EQUIP/FUR	5020								
	MICROFILM SUPPLIES	5030								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	MAPS FOR RESALE	5060								
	BOOKS	5070								
	COMPUTER SUPPLIES	5080								
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	OFFICE SUPPLIES									
	OPERATING SUPPLIES									
	GAS AND OIL	5250								
	LUBRICANTS	5255								
	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590								
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	OPERATING SUPPLIES									

			CITY OF HATTIESBURG							
	001041 - GENERAL FUND-TAX DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	REPAIR & MAINTENANCE SP									
	MTR VEHICLE REP. PTS/S	5700								
	OTHER REPAIR/MAINT. SP	5990								
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	REPAIR & MAINTENANCE									
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	SUPPLIES AND EXPENSES									
	_____									
	PROFESSIONAL SERVICES									
	CONSULTANT SERV/SURVEY	6020								
	ABSTRACTING & RECORDIN	6023								
	LEGAL	6025								
	DATA PROCESSING	6035								
	MICROFILM PROCESSING	6037								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	POSTAGE	6070								
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	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	BINDING	6205								
	BLUELINES	6210								
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			CITY OF HATTIESBURG							
	001041 - GENERAL FUND-TAX DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	PRINTING AND BINDING									
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								
	SURETY AND FORGERY BON	6270								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	OFFICE EQUIPMENT R&M	6365								
	MOTOR VEHICLE EQ. R&M	6384								
	COMMUNICATION EQ. R&M	6390								
	OTHER REPAIRS AND MAIN	6399								
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	REPR/MAINT-OUTSIDE L									
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	REFUNDS	6835								
	PRIVILEGE LICENSE REF	6835 PL								
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	REFUNDS									
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
	_____									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								

			CITY OF HATTIESBURG							
	001041 - GENERAL FUND-TAX DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
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	VEHICLES									
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	CAPITAL OUTLAY									
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	EXPENDITURES									

			CITY OF HATTIESBURG							
	001042 - GENERAL FUND-ACCOUNTING DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
14,440	REGULAR WAGES	4000	201,029		163,825	37,204	83%	81%	(4,439)	-2%
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300			40	(40)			48	
	DISASTER RECOVERY OVER	4310								
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14,440	**SALARIES**		**201,029**		**163,865**	**37,164**	**83%**	**82%**	**(4,391)**	**-2%**
	EMPLOYEE BENEFITS									
2,274	STATE RETIREMENT	4600	28,672		23,582	5,090	83%	82%	(373)	-1%
1,089	F.I.C.A. TAXES	4700	15,380		12,381	2,999	83%	81%	(522)	-3%
1,940	HOSPITALIZATION INS.	4800	26,100		19,556	6,544	83%	75%	(2,632)	-10%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	678		678		83%	100%	135	20%
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5,303	**EMPLOYEE BENEFITS**		**70,830**		**56,198**	**14,632**	**83%**	**79%**	**(3,392)**	**-5%**
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19,743	**PERSONAL SERVICES**		**271,859**		**220,062**	**51,797**	**83%**	**81%**	**(7,784)**	**-3%**
	_____									
	OFFICE SUPPLIES									
462	PAPER	5003	600		527	73	83%	88%	32	5%
	PRINTED FORMS	5005	50			50	83%	0%	(50)	-100%
	OTHER EXPENDABLE OFF.S	5010	1,650		457	1,193	83%	28%	(1,101)	-67%
(120)	MINOR OFFICE EQUIP/FUR	5020	380		196	184	83%	52%	(144)	-38%
	MICROFILM SUPPLIES	5030								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070								
	COMPUTER SUPPLIES	5080	950		199	751	83%	21%	(711)	-75%
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341	**OFFICE SUPPLIES**		**3,630**		**1,378**	**2,252**	**83%**	**38%**	**(1,976)**	**-54%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100	800		538	262	83%	67%	(154)	-19%
	MINOR EQUIPMENT	5460	650			650	83%	0%	(650)	-100%
	OTHER OPERATING MATL/S	5590	180		29	152	83%	16%	(145)	-81%
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	OPERATING SUPPLIES		**1,630**		**567**	**1,063**	**83%**	**35%**	**(949)**	**-58%**

			CITY OF HATTIESBURG							
	001042 - GENERAL FUND-ACCOUNTING DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	MINOR COMPUTER EQUIP.	5800	1,500			1,500	83%	0%	(1,500)	-100%
	OTHER REPAIR/MAINT. SP	5990	95			95	83%	0%	(95)	-100%
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	REPAIR & MAINTENANCE		**1,595**			**1,595**	**83%**	**0%**	**(1,595)**	**-100%**
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341	**SUPPLIES AND EXPENSES**		**6,855**		**1,945**	**4,910**	**83%**	**28%**	**(4,521)**	**-66%**
	PROFESSIONAL SERVICES									
	CONSULTANT SERV/SURVEY	6020								
	DATA PROCESSING	6035								
	MICROFILM PROCESSING	6037								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									
24	TELEPHONE AND TELEGRAP	6060	190		121	69	83%	64%	(44)	-23%
	POSTAGE	6070								
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24	**COMMUNICATIONS**		**190**		**121**	**69**	**83%**	**64%**	**(44)**	**-23%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130	45			45	83%	0%	(45)	-100%
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	TRANSPORTATION		**45**			**45**	**83%**	**0%**	**(45)**	**-100%**
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200	1,140		530	610	83%	46%	(504)	-44%
	BINDING	6205								
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	PRINTING AND BINDING		**1,140**		**530**	**610**	**83%**	**46%**	**(504)**	**-44%**
	INSURANCE									

			CITY OF HATTIESBURG							
	001042 - GENERAL FUND-ACCOUNTING DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SURETY AND FORGERY BON	6270								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	OFFICE EQUIPMENT R&M	6365								
99	OTHER REPAIRS AND MAIN	6399	700		99	601	83%	14%	(581)	-83%
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99	**REPR/MAINT-OUTSIDE L**		**700**		**99**	**601**	**83%**	**14%**	**(581)**	**-83%**
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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123	**OTHER SERVICES & CHAR**		**2,075**		**750**	**1,325**	**83%**	**36%**	**(1,175)**	**-57%**
	_____									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
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	CAPITAL OUTLAY									
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20,207	**EXPENDITURES**		**280,789**		**222,757**	**58,032**	**83%**	**79%**	**(13,480)**	**-5%**

			CITY OF HATTIESBURG							
	001045 - GENERAL FUND-PURCHASING DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
5,697	REGULAR WAGES	4000	96,982		82,854	14,128	83%	85%	2,442	3%
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300								
	DISASTER RECOVERY OVER	4310								
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5,697	**SALARIES**		**96,982**		**82,854**	**14,128**	**83%**	**85%**	**2,442**	**3%**
	EMPLOYEE BENEFITS									
897	STATE RETIREMENT	4600	13,830		11,900	1,930	83%	86%	450	3%
412	F.I.C.A. TAXES	4700	7,420		6,103	1,317	83%	82%	(96)	-1%
776	HOSPITALIZATION INS.	4800	15,660		11,656	4,004	83%	74%	(1,672)	-11%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	328		328		83%	100%	65	20%
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2,086	**EMPLOYEE BENEFITS**		**37,238**		**29,987**	**7,251**	**83%**	**81%**	**(1,253)**	**-3%**
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7,782	**PERSONAL SERVICES**		**134,220**		**112,841**	**21,379**	**83%**	**84%**	**1,189**	**1%**
	OFFICE SUPPLIES									
	PAPER	5003	2,600		1,450	1,150	83%	56%	(860)	-33%
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010	1,500		146	1,354	83%	10%	(1,324)	-88%
	MINOR OFFICE EQUIP/FUR	5020	1,753			1,753	83%	0%	(1,753)	-100%
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070	400		324	76	83%	81%	(11)	-3%
	COMPUTER SUPPLIES	5080								
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	OFFICE SUPPLIES		**6,253**		**1,920**	**4,333**	**83%**	**31%**	**(3,949)**	**-63%**
	OPERATING SUPPLIES									
	MINOR EQUIPMENT	5460	150			150	83%	0%	(150)	-100%
	OTHER OPERATING MATL/S	5590	225		153	73	83%	68%	(41)	-18%
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	OPERATING SUPPLIES		**375**		**153**	**223**	**83%**	**41%**	**(191)**	**-51%**
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	SUPPLIES AND EXPENSES		**6,628**		**2,073**	**4,555**	**83%**	**31%**	**(4,140)**	**-62%**

			CITY OF HATTIESBURG							
	001045 - GENERAL FUND-PURCHASING DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	PROFESSIONAL SERVICES									
	CONSULTANT SERV/SURVEY	6020								
	DATA PROCESSING	6035								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	100			100	83%	0%	(100)	-100%
	POSTAGE	6070								
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	COMMUNICATIONS		**100**			**100**	**83%**	**0%**	**(100)**	**-100%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	BINDING	6205								
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	PRINTING AND BINDING									
	INSURANCE									
	SURETY AND FORGERY BON	6270								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365	800		720	80	83%	90%	64	8%
	OTHER REPAIRS AND MAIN	6399								
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	REPR/MAINT-OUTSIDE L		**800**		**720**	**80**	**83%**	**90%**	**64**	**8%**
	RENTALS									

			CITY OF HATTIESBURG							
	001045 - GENERAL FUND-PURCHASING DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OFFICE EQUIPMENT RENT	6410								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR		**900**		**720**	**180**	**83%**	**80%**	**(36)**	**-4%**
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDING IMPROVEMENTS	7150								
	OFFICE IMPROVEMENTS	7150 23								
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
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	CAPITAL OUTLAY									
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7,782	**EXPENDITURES**		**141,748**		**115,634**	**26,114**	**83%**	**82%**	**(2,987)**	**-2%**

			CITY OF HATTIESBURG							
	001060 - GENERAL FUND-CITY ATTORNEY		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
5,538	REGULAR WAGES	4000	72,000		60,923	11,077	83%	85%	1,107	2%
	OVERTIME	4300								
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5,538	**SALARIES**		**72,000**		**60,923**	**11,077**	**83%**	**85%**	**1,107**	**2%**
	EMPLOYEE BENEFITS									
872	STATE RETIREMENT	4600	10,270		8,770	1,500	83%	85%	254	2%
394	F.I.C.A. TAXES	4700	5,510		4,368	1,142	83%	79%	(268)	-5%
388	HOSPITALIZATION INS.	4800	5,220		4,144	1,076	83%	79%	(247)	-5%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	234		234		83%	100%	46	20%
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1,655	**EMPLOYEE BENEFITS**		**21,234**		**17,516**	**3,718**	**83%**	**82%**	**(214)**	**-1%**
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7,193	**PERSONAL SERVICES**		**93,234**		**78,439**	**14,795**	**83%**	**84%**	**892**	**1%**
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010								
	MINOR OFFICE EQUIP/FUR	5020								
	BOOKS	5070								
	OTHER OPERATING MATL/S	5590								
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	OFFICE SUPPLIES									
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	SUPPLIES AND EXPENSES									
	PROFESSIONAL SERVICES									
	LEGAL	6025	17,000		6,846	10,154	83%	40%	(8,784)	-52%
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE		**17,000**		**6,846**	**10,154**	**83%**	**40%**	**(8,784)**	**-52%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								

			CITY OF HATTIESBURG							
	001060 - GENERAL FUND-CITY ATTORNEY		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	POSTAGE	6070								
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	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	1,000		234	766	83%	23%	(719)	-72%
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	TRANSPORTATION		**1,000**		**234**	**766**	**83%**	**23%**	**(719)**	**-72%**
	PRINTING AND BINDING									
	PRINTING	6200								
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	PRINTING AND BINDING									
	OTHER SERVICES & CHARGE									
	COURT COSTS	6710	100			100	83%	0%	(100)	-100%
	DUES AND MEMBERSHIPS	6840	100		25	75	83%	25%	(70)	-70%
385	REGISTRATION FEE/TUITI	6845	300		510	(210)	83%	170%	312	104%
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385	**OTHER SERVICES & CHA**		**500**		**535**	**(35)**	**83%**	**107%**	**142**	**28%**
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385	**OTHER SERVICES & CHAR**		**18,500**		**7,614**	**10,886**	**83%**	**41%**	**(9,363)**	**-51%**
	_____									
	MACHINERY AND EQUIPMENT									
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	CAPITAL OUTLAY									
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7,578	**EXPENDITURES**		**111,734**		**86,054**	**25,680**	**83%**	**77%**	**(8,469)**	**-8%**

			CITY OF HATTIESBURG							
	001080 - GENERAL FUND-HUMAN RESOURCES		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
9,700	REGULAR WAGES	4000	143,309		103,502	39,807	83%	72%	(19,106)	-13%
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300								
	DISASTER RECOVERY OVER	4310								
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9,700	**SALARIES**		**143,309**		**103,502**	**39,807**	**83%**	**72%**	**(19,106)**	**-13%**
	EMPLOYEE BENEFITS									
1,528	STATE RETIREMENT	4600	20,435		14,904	5,531	83%	73%	(2,550)	-12%
711	F.I.C.A. TAXES	4700	10,965		7,612	3,353	83%	69%	(1,830)	-17%
1,164	HOSPITALIZATION INS.	4800	20,880		12,696	8,184	83%	61%	(5,644)	-27%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	483		483		83%	100%	96	20%
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3,403	**EMPLOYEE BENEFITS**		**52,763**		**35,695**	**17,068**	**83%**	**68%**	**(9,929)**	**-19%**
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13,104	**PERSONAL SERVICES**		**196,072**		**139,197**	**56,875**	**83%**	**71%**	**(29,035)**	**-15%**
	_____									
	OFFICE SUPPLIES									
12	PAPER	5003	4,000	430	1,810	1,760	83%	45%	(1,828)	-46%
	PRINTED FORMS	5005	420		400	20	83%	95%	60	14%
26	OTHER EXPENDABLE OFF.S	5010	3,750		3,144	606	83%	84%	22	1%
	MINOR OFFICE EQUIP/FUR	5020	1,500			1,500	83%	0%	(1,500)	-100%
	SUBSCRIPTIONS,MAGS,MAP	5050	1,029		277	752	83%	27%	(696)	-68%
	BOOKS	5070	221		220	1	83%	100%	43	19%
	COMPUTER SUPPLIES	5080								
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39	**OFFICE SUPPLIES**		**10,920**	**430**	**5,851**	**4,639**	**83%**	**54%**	**(3,898)**	**-36%**
	OPERATING SUPPLIES									
	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590								
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	OPERATING SUPPLIES									
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39	**SUPPLIES AND EXPENSES**		**10,920**	**430**	**5,851**	**4,639**	**83%**	**54%**	**(3,898)**	**-36%**

			CITY OF HATTIESBURG							
	001080 - GENERAL FUND-HUMAN RESOURCES		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	PROFESSIONAL SERVICES									
	CONSULTANT SERV/SURVEY	6020								
	OTHER PROFESSIONAL SER	6049	3,200			3,200	83%	0%	(3,200)	-100%
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	PROFESSIONAL SERVICE		**3,200**			**3,200**	**83%**	**0%**	**(3,200)**	**-100%**
	COMMUNICATIONS									
25	TELEPHONE AND TELEGRAP	6060	100		125	(25)	83%	125%	50	50%
	POSTAGE	6070	20			20	83%	0%	(20)	-100%
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25	**COMMUNICATIONS**		**120**		**125**	**(5)**	**83%**	**104%**	**30**	**25%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200	1,000			1,000	83%	0%	(1,000)	-100%
	BINDING	6205								
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	PRINTING AND BINDING		**1,000**			**1,000**	**83%**	**0%**	**(1,000)**	**-100%**
	INSURANCE									
	SURETY AND FORGERY BON	6270								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	OFFICE EQUIPMENT R&M	6365	6,320		3,859	2,461	83%	61%	(1,689)	-27%
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	REPR/MAINT-OUTSIDE L		**6,320**		**3,859**	**2,461**	**83%**	**61%**	**(1,689)**	**-27%**
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840	200			200	83%	0%	(200)	-100%

			CITY OF HATTIESBURG							
	001080 - GENERAL FUND-HUMAN RESOURCES		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA		**200**			**200**	**83%**	**0%**	**(200)**	**-100%**
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25	**OTHER SERVICES & CHAR**		**10,840**		**3,985**	**6,855**	**83%**	**37%**	**(6,058)**	**-56%**
	_____									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
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	MACHINERY AND EQUIPM									
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	CAPITAL OUTLAY									
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13,167	**EXPENDITURES**		**217,832**	**430**	**149,033**	**68,369**	**83%**	**68%**	**(38,992)**	**-18%**

			CITY OF HATTIESBURG							
	001081 - GENERAL FUND-LOSS CONTROL		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
5,930	REGULAR WAGES	4000	77,087		65,215	11,872	83%	85%	1,171	2%
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300			14	(14)			16	
	DISASTER RECOVERY OVER	4310								
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5,930	**SALARIES**		**77,087**		**65,228**	**11,859**	**83%**	**85%**	**1,186**	**2%**
	EMPLOYEE BENEFITS									
934	STATE RETIREMENT	4600	11,000		9,390	1,610	83%	85%	268	2%
429	F.I.C.A. TAXES	4700	5,900		4,748	1,152	83%	80%	(202)	-3%
776	HOSPITALIZATION INS.	4800	10,440		8,288	2,152	83%	79%	(494)	-5%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	858		858		83%	100%	171	20%
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2,139	**EMPLOYEE BENEFITS**		**28,198**		**23,284**	**4,914**	**83%**	**83%**	**(257)**	**-1%**
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8,069	**PERSONAL SERVICES**		**105,285**		**88,512**	**16,773**	**83%**	**84%**	**929**	**1%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003								
58	PRINTED FORMS	5005	150		58	92	83%	39%	(80)	-53%
128	OTHER EXPENDABLE OFF.S	5010	1,000		763	237	83%	76%	(84)	-8%
	MINOR OFFICE EQUIP/FUR	5020	300		22-	322	83%	7%	(273)	-91%
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050	140		125	15	83%	89%	10	7%
	BOOKS	5070	305		299	6	83%	98%	53	17%
	COMPUTER SUPPLIES	5080								
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186	**OFFICE SUPPLIES**		**1,895**		**1,223**	**672**	**83%**	**65%**	**(427)**	**-23%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								
	HOUSEHOLD SUPPLIES	5110								
	MEDICAL SUPPLIES	5120	150			150	83%	0%	(150)	-100%
	GAS AND OIL	5250	1,900		1,104	796	83%	58%	(575)	-30%
	LUBRICANTS	5255								

			CITY OF HATTIESBURG							
	001081 - GENERAL FUND-LOSS CONTROL		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	WEARING APPAREL	5355	517		415	102	83%	80%	(19)	-4%
	MINOR EQUIPMENT	5460	500		89	412	83%	18%	(393)	-79%
	OTHER OPERATING MATL/S	5590								
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	OPERATING SUPPLIES		**3,067**		**1,607**	**1,460**	**83%**	**52%**	**(1,138)**	**-37%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	MTR VEHICLE REP. PTS/S	5700	400			400	83%	0%	(400)	-100%
	COMMUNICATION REPAIR P	5750	180			180	83%	0%	(180)	-100%
	OTHER REPAIR/MAINT. SP	5990	180			180	83%	0%	(180)	-100%
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	REPAIR & MAINTENANCE		**760**			**760**	**83%**	**0%**	**(760)**	**-100%**
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186	**SUPPLIES AND EXPENSES**		**5,722**		**2,830**	**2,892**	**83%**	**49%**	**(2,326)**	**-41%**
	COMMUNICATIONS									
99	TELEPHONE AND TELEGRAP	6060	760		645	115	83%	85%	14	2%
	POSTAGE	6070								
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99	**COMMUNICATIONS**		**760**		**645**	**115**	**83%**	**85%**	**14**	**2%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	FILM PROCESSING	6240								
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	PRINTING AND BINDING									
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								

			CITY OF HATTIESBURG							
	001081 - GENERAL FUND-LOSS CONTROL		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SURETY AND FORGERY BON	6270								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365								
	HOUSEHOLD EQUIPMENT R&	6370								
	MOTOR VEHICLE EQ. R&M	6384	300			300	83%	0%	(300)	-100%
	COMMUNICATION EQ. R&M	6390								
	CLEANING AND PAINTING	6392								
	OTHER REPAIRS AND MAIN	6399	1,885		1,318	567	83%	70%	(303)	-16%
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	REPR/MAINT-OUTSIDE L		**2,185**		**1,318**	**867**	**83%**	**60%**	**(603)**	**-28%**
	RENTALS									
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
132	SERVICES NOT SPECIFIED	6999	1,900		132	1,768	83%	7%	(1,741)	-92%
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132	**OTHER SERVICES & CHA**		**1,900**		**132**	**1,768**	**83%**	**7%**	**(1,741)**	**-92%**
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231	**OTHER SERVICES & CHAR**		**4,845**		**2,095**	**2,750**	**83%**	**43%**	**(2,331)**	**-48%**
	_____									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
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	VEHICLES									
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			CITY OF HATTIESBURG							
	001081 - GENERAL FUND-LOSS CONTROL		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	CAPITAL OUTLAY									
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8,486	**EXPENDITURES**		**115,852**		**93,437**	**22,415**	**83%**	**81%**	**(3,727)**	**-3%**

			CITY OF HATTIESBURG							
	001090 - GENERAL FUND-URBAN DEVELOPMT		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
20,145	REGULAR WAGES	4000	331,426		254,752	76,674	83%	77%	(25,723)	-8%
	DISASTER RECOVERY WAGE	4010			231	(231)			277	
	OVERTIME	4300			364	(364)			436	
	DISASTER RECOVERY OVER	4310								
20,145	**SALARIES**		**331,426**		**255,347**	**76,079**	**83%**	**77%**	**(25,009)**	**-8%**
	EMPLOYEE BENEFITS									
3,173	STATE RETIREMENT	4600	47,260		36,713	10,547	83%	78%	(3,204)	-7%
1,522	F.I.C.A. TAXES	4700	25,360		19,333	6,027	83%	76%	(2,160)	-9%
2,716	HOSPITALIZATION INS.	4800	52,200		34,720	17,480	83%	67%	(10,536)	-20%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	3,491		3,491		83%	100%	698	20%
7,411	**EMPLOYEE BENEFITS**		**128,311**		**94,257**	**34,054**	**83%**	**73%**	**(15,202)**	**-12%**
27,556	**PERSONAL SERVICES**		**459,737**		**349,604**	**110,133**	**83%**	**76%**	**(40,212)**	**-9%**
	OFFICE SUPPLIES									
	PAPER	5003	700		329	371	83%	47%	(305)	-44%
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010	4,610		3,324	1,286	83%	72%	(621)	-13%
10,766	N.I.P. SUPPLIES	5011	13,400	2,221	8,008	3,171	83%	60%	(3,790)	-28%
	CITIZENS CORPS GRANT S	5012								
	MIDTOWN STUDY GRANT SU	5013	1,500			1,500	83%	0%	(1,500)	-100%
	MINOR OFFICE EQUIP/FUR	5020	2,100		1,241	859	83%	59%	(610)	-29%
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070	1,214		807	407	83%	66%	(245)	-20%
	COMPUTER SUPPLIES	5080	1,000		363-	1,363	83%	36%	(564)	-56%
10,766	**OFFICE SUPPLIES**		**24,524**	**2,221**	**13,347**	**8,956**	**83%**	**54%**	**(8,507)**	**-35%**
	OPERATING SUPPLIES									
	FOOD	5115	800		701	99	83%	88%	41	5%
	GAS AND OIL	5250	2,000		1,105	895	83%	55%	(674)	-34%

			CITY OF HATTIESBURG							
	001090 - GENERAL FUND-URBAN DEVELOPMT		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	LUBRICANTS	5255								
	MINOR EQUIPMENT	5460	100			100	83%	0%	(100)	-100%
56	OTHER OPERATING MATL/S	5590	300	27	56	217	83%	19%	(232)	-77%
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56	**OPERATING SUPPLIES**		**3,200**	**27**	**1,862**	**1,311**	**83%**	**58%**	**(965)**	**-30%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	PAINT AND PAINTING SPL	5650	600			600	83%	0%	(600)	-100%
	MTR VEHICLE REP. PTS/S	5700	150		120	30	83%	80%	(6)	-4%
	OTHER REPAIR/MAINT. SP	5990								
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	REPAIR & MAINTENANCE		**750**		**120**	**630**	**83%**	**16%**	**(606)**	**-81%**
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10,823	**SUPPLIES AND EXPENSES**		**28,474**	**2,248**	**15,329**	**10,897**	**83%**	**54%**	**(10,079)**	**-35%**
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
7,350	CONSULTANT SERV/SURVEY	6020	100,000		65,707	34,293	83%	66%	(21,151)	-21%
	CONSULTANT SERV-TWIN F	6020 01								
1,334	CONSULTANT SERV-MIDTOW	6020 02	53,974		18,587	35,387	83%	34%	(31,669)	-59%
	ABSTRACTING & RECORDIN	6023								
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049	9,850		3,365	6,485	83%	34%	(5,812)	-59%
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8,684	**PROFESSIONAL SERVICE**		**163,824**		**87,660**	**76,164**	**83%**	**54%**	**(58,632)**	**-36%**
	COMMUNICATIONS									
478	TELEPHONE AND TELEGRAP	6060	2,000		2,583	(583)	83%	129%	1,099	55%
	POSTAGE	6070	100			100	83%	0%	(100)	-100%
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478	**COMMUNICATIONS**		**2,100**		**2,583**	**(483)**	**83%**	**123%**	**999**	**48%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	6,650		3,944	2,706	83%	59%	(1,917)	-29%
	TRVL EXP-MIDTOWN STDY	6111								
	FREIGHT	6120								
21	MESSENGER/EXPRESS SERV	6130	100		37	63	83%	37%	(55)	-55%
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21	**TRANSPORTATION**		**6,750**		**3,982**	**2,768**	**83%**	**59%**	**(1,971)**	**-29%**

			CITY OF HATTIESBURG							
	001090 - GENERAL FUND-URBAN DEVELOPMT		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200	8,279		2,872	5,407	83%	35%	(4,832)	-58%
	PRINTING-GRANT RELATED	6202								
	BLUELINES	6210								
	FILM PROCESSING	6240								
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	PRINTING AND BINDING		**8,279**		**2,872**	**5,407**	**83%**	**35%**	**(4,832)**	**-58%**
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								
	SURETY AND FORGERY BON	6270								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	OFFICE EQUIPMENT R&M	6365								
	MOTOR VEHICLE EQ. R&M	6384								
	SIGN PAINTING	6396								
	OTHER REPAIRS AND MAIN	6399								
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	REPR/MAINT-OUTSIDE L									
	RENTALS									
	OFFICE EQUIPMENT RENT	6410	5,380		4,034	1,346	83%	75%	(539)	-10%
	OTHER RENT	6449								
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	RENTALS		**5,380**		**4,034**	**1,346**	**83%**	**75%**	**(539)**	**-10%**
	OTHER SERVICES & CHARGE									
	EXHIBITIONS & PROMOTIO	6500								
	DUES AND MEMBERSHIPS	6840	1,500		196	1,304	83%	13%	(1,264)	-84%
235	REGISTRATION FEE/TUITI	6845	2,500		1,765	735	83%	71%	(382)	-15%
	SERVICES NOT SPECIFIED	6999								
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235	**OTHER SERVICES & CHA**		**4,000**		**1,961**	**2,039**	**83%**	**49%**	**(1,646)**	**-41%**
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			CITY OF HATTIESBURG							
	001090 - GENERAL FUND-URBAN DEVELOPMT		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
9,418	**OTHER SERVICES & CHAR**		**190,333**		**103,092**	**87,241**	**83%**	**54%**	**(66,622)**	**-35%**
	_____									
	MACHINERY AND EQUIPMENT									
	PHOTOGRAPHIC EQUIP.	7308								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
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	VEHICLES									
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	CAPITAL OUTLAY									
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47,796	**EXPENDITURES**		**678,544**	**2,248**	**468,026**	**208,271**	**83%**	**69%**	**(116,912)**	**-17%**

			CITY OF HATTIESBURG							
	001091 - GENERAL FUND-INFO TECHNOLOGY		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
21,884	REGULAR WAGES	4000	284,494		240,726	43,768	83%	85%	4,377	2%
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300								
	DISASTER RECOVERY OVER	4310								
21,884	**SALARIES**		**284,494**		**240,726**	**43,768**	**83%**	**85%**	**4,377**	**2%**
	EMPLOYEE BENEFITS									
3,447	STATE RETIREMENT	4600	40,570		34,654	5,916	83%	85%	1,014	2%
1,596	F.I.C.A. TAXES	4700	21,770		17,633	4,137	83%	81%	(610)	-3%
2,716	HOSPITALIZATION INS.	4800	36,540		29,272	7,268	83%	80%	(1,413)	-4%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	960		960		83%	100%	192	20%
7,759	**EMPLOYEE BENEFITS**		**99,840**		**82,519**	**17,321**	**83%**	**83%**	**(817)**	**-1%**
29,643	**PERSONAL SERVICES**		**384,334**		**323,245**	**61,089**	**83%**	**84%**	**3,560**	**1%**
	OFFICE SUPPLIES									
130	PAPER	5003	600		387	213	83%	65%	(135)	-23%
	PRINTED FORMS	5005								
9	OTHER EXPENDABLE OFF.S	5010	2,000		1,100	900	83%	55%	(680)	-34%
100	MINOR OFFICE EQUIP/FUR	5020	800	324	432	44	83%	54%	(281)	-35%
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070								
4,125	COMPUTER SUPPLIES	5080	45,000	2,233	38,595	4,172	83%	86%	1,314	3%
	COMPUTR SUP-PURCHASE C	5081								
4,364	**OFFICE SUPPLIES**		**48,400**	**2,557**	**40,515**	**5,329**	**83%**	**84%**	**218**	**0%**
	OPERATING SUPPLIES									
	GAS AND OIL	5250	800		566	234	83%	71%	(120)	-15%
	UNIFORMS, BADGES, ETC.	5350								
	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590								

			CITY OF HATTIESBURG							
	001091 - GENERAL FUND-INFO TECHNOLOGY		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OPERATING SUPPLIES		**800**		**566**	**234**	**83%**	**71%**	**(120)**	**-15%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	MTR VEHICLE REP. PTS/S	5700	750		77	673	83%	10%	(657)	-88%
	MINOR COMPUTER EQUIP.	5800	2,000		1,552	448	83%	78%	(137)	-7%
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	REPAIR & MAINTENANCE		**2,750**		**1,628**	**1,122**	**83%**	**59%**	**(796)**	**-29%**
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4,364	**SUPPLIES AND EXPENSES**		**51,950**	**2,557**	**42,709**	**6,685**	**83%**	**82%**	**(699)**	**-1%**
	PROFESSIONAL SERVICES									
1,665	DATA PROCESSING	6035	30,000	200	19,708	10,093	83%	66%	(6,350)	-21%
1,194	OTHER PROFESSIONAL SER	6049	5,000		4,669	331	83%	93%	602	12%
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2,859	**PROFESSIONAL SERVICE**		**35,000**	**200**	**24,377**	**10,423**	**83%**	**70%**	**(5,747)**	**-16%**
	COMMUNICATIONS									
578	TELEPHONE AND TELEGRAP	6060	3,600		3,231	369	83%	90%	277	8%
13,410	NETWORK	6068	168,500		98,367	70,133	83%	58%	(50,459)	-30%
1,678	NETWORK WIRELESS	6069	12,000		4,188	7,812	83%	35%	(6,974)	-58%
	POSTAGE	6070								
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15,667	**COMMUNICATIONS**		**184,100**		**105,786**	**78,314**	**83%**	**57%**	**(57,156)**	**-31%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	FREIGHT	6120	300			300	83%	0%	(300)	-100%
	MESSENGER/EXPRESS SERV	6130	100		27	73	83%	27%	(67)	-67%
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	TRANSPORTATION		**400**		**27**	**373**	**83%**	**7%**	**(367)**	**-92%**
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	BINDING	6205								
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	PRINTING AND BINDING									

			CITY OF HATTIESBURG							
	001091 - GENERAL FUND-INFO TECHNOLOGY		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	ELECTRICAL R&M	6355								
799	OFFICE EQUIPMENT R&M	6365	51,650		50,807	843	83%	98%	9,318	18%
	MOTOR VEHICLE EQ. R&M	6384	1,000			1,000	83%	0%	(1,000)	-100%
	TOW IN CHARGES	6398								
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799	**REPR/MAINT-OUTSIDE L**		**52,650**		**50,807**	**1,843**	**83%**	**96%**	**8,318**	**16%**
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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19,325	**OTHER SERVICES & CHAR**		**272,150**	**200**	**180,996**	**90,954**	**83%**	**67%**	**(54,954)**	**-20%**
	_____									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325	1,500		1,405	95	83%	94%	186	12%
	DATA PROCESSING EQUIP.	7327	152,292	34,507	104,862	12,924	83%	69%	(26,457)	-17%
27,724	FINANCIAL SOFTWARE	7328	362,112	104,086	240,231	17,795	83%	66%	(73,834)	-20%
	DOM PREP GRANT 06HS205	7332								
	PUBLIC SAFETY SOFTWARE	7333	165,000			165,000	83%	0%	(165,000)	-100%
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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27,724	**MACHINERY AND EQUIPM**		**680,904**	**138,593**	**346,497**	**195,814**	**83%**	**51%**	**(265,107)**	**-39%**
	VEHICLES									
	AUTOMOBILES	7400								

			CITY OF HATTIESBURG							
	001091 - GENERAL FUND-INFO TECHNOLOGY		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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	VEHICLES									
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27,724	**CAPITAL OUTLAY**		**680,904**	**138,593**	**346,497**	**195,814**	**83%**	**51%**	**(265,107)**	**-39%**
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81,055	**EXPENDITURES**		**1,389,338**	**141,350**	**893,447**	**354,542**	**83%**	**64%**	**(317,201)**	**-23%**

			CITY OF HATTIESBURG							
	001092 - GENERAL FUND-GEN.GOVT.BLDG		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
	REGULAR WAGES	4000								
	OVERTIME	4300								
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	SALARIES									
	EMPLOYEE BENEFITS									
	STATE RETIREMENT	4600								
	F.I.C.A. TAXES	4700								
	HOSPITALIZATION INS.	4800								
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910								
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	EMPLOYEE BENEFITS									
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	PERSONAL SERVICES									
	_____									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010	238		60	178	83%	25%	(166)	-70%
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	OFFICE SUPPLIES		**238**		**60**	**178**	**83%**	**25%**	**(166)**	**-70%**
	OPERATING SUPPLIES									
524	CLEANING/JANITORIAL SP	5100	3,000		2,109	891	83%	70%	(469)	-16%
	HOUSEHOLD SUPPLIES	5110								
	FOOD	5115								
	MEDICAL SUPPLIES	5120								
	CHEMICALS	5130	2,280		1,138	1,143	83%	50%	(914)	-40%
	DIESEL FUEL	5257								
	HORT./LANDSCAPING SPLY	5440	1,500		488	1,013	83%	33%	(914)	-61%
	HAND TOOLS	5450	47			47	83%	0%	(47)	-100%
255	MINOR EQUIPMENT	5460	2,350		464	1,886	83%	20%	(1,793)	-76%
	OTHER OPERATING MATL/S	5590	8,500		1,579	6,921	83%	19%	(6,605)	-78%
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779	**OPERATING SUPPLIES**		**17,677**		**5,777**	**11,900**	**83%**	**33%**	**(10,744)**	**-61%**

			CITY OF HATTIESBURG							
	001092 - GENERAL FUND-GEN.GOVT.BLDG		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	REPAIR & MAINTENANCE SP									
20	BUILDING MATERIALS & S	5600	1,900		1,893	7	83%	100%	371	20%
74	ELECTRICAL SUPPLIES	5605	3,800		1,730	2,070	83%	46%	(1,724)	-45%
	PLUMBING SUPPLIES	5610	1,425		1,115	310	83%	78%	(87)	-6%
	PAINT AND PAINTING SPL	5650	1,900		265	1,635	83%	14%	(1,582)	-83%
	OTHER REPAIR/MAINT. SP	5990	95			95	83%	0%	(95)	-100%
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94	**REPAIR & MAINTENANCE**		**9,120**		**5,003**	**4,117**	**83%**	**55%**	**(3,116)**	**-34%**
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873	**SUPPLIES AND EXPENSES**		**27,035**		**10,840**	**16,195**	**83%**	**40%**	**(14,027)**	**-52%**
	PROFESSIONAL SERVICES									
	BUILDING SECURITY	6021	4,000			4,000	83%	0%	(4,000)	-100%
1,925	OTHER PROFESSIONAL SER	6049	32,300		21,220	11,080	83%	66%	(6,836)	-21%
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1,925	**PROFESSIONAL SERVICE**		**36,300**		**21,220**	**15,080**	**83%**	**58%**	**(10,836)**	**-30%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	TELEPHONE-EATON SCHOOL	6060 GRANT								
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	COMMUNICATIONS									
	TRANSPORTATION									
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	BOILER MACHINERY	6260								
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	INSURANCE									
	UTILITIES									
24	GAS	6300	5,000		1,628	3,372	83%	33%	(3,046)	-61%
	GAS-TRAIN DEPOT	6300 DEPOT								
	GAS-EATON SCHOOL	6300 GRANT								
5,362	ELECTRICITY	6305	50,000		36,453	13,547	83%	73%	(6,256)	-13%
	ELECTRICITY-TRAIN DEPO	6305 DEPOT								

			CITY OF HATTIESBURG							
	001092 - GENERAL FUND-GEN.GOVT.BLDG		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	ELECTRICITY-EATON SCHO	6305 GRANT								
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5,385	**UTILITIES**		**55,000**		**38,080**	**16,920**	**83%**	**69%**	**(9,304)**	**-17%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	10,363		1,829	8,534	83%	18%	(8,168)	-79%
	ELECTRICAL R&M	6355	1,520		30	1,490	83%	2%	(1,484)	-98%
	PLUMBING EQUIPMENT R&M	6357	475			475	83%	0%	(475)	-100%
	HOUSEHOLD EQUIPMENT R&	6370	1,600		895	705	83%	56%	(526)	-33%
5,670	FIXED EQUIPMENT R&M	6380	15,900		10,045	5,855	83%	63%	(3,846)	-24%
	MINOR EQUIPMENT R&M	6382								
	CLEANING AND PAINTING	6392	3,705		3,175	530	83%	86%	105	3%
	EXTERMINATION-DEPOT	6393								
86	DISINFECT./EXTERMINATI	6394	800		484	316	83%	61%	(219)	-27%
	OTHER REPAIRS AND MAIN	6399	570		250	320	83%	44%	(270)	-47%
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5,757	**REPR/MAINT-OUTSIDE L**		**34,933**		**16,707**	**18,226**	**83%**	**48%**	**(14,884)**	**-43%**
	RENTALS									
	MOP-MAT-RAG RENT	6435								
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	CUSTODIAL SERVICE	6870								
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	OTHER SERVICES & CHA									
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13,067	**OTHER SERVICES & CHAR**		**126,233**		**76,007**	**50,226**	**83%**	**60%**	**(35,024)**	**-28%**
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	FIRST BAPTIST CHURCH	7100 13								
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	BUILDINGS									
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	LANDSCAPING	7250								

			CITY OF HATTIESBURG							
	001092 - GENERAL FUND-GEN.GOVT.BLDG		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
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	CAPITAL OUTLAY									
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13,940	**EXPENDITURES**		**153,268**		**86,847**	**66,421**	**83%**	**57%**	**(49,051)**	**-32%**

			CITY OF HATTIESBURG							
	001093 - GENERAL FD-INTERMODALFAC O&M		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
	REGULAR WAGES	4000								
	OVERTIME	4300								
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	SALARIES									
	EMPLOYEE BENEFITS									
	STATE RETIREMENT	4600								
	F.I.C.A. TAXES	4700								
	HOSPITALIZATION INS.	4800								
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910								
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	EMPLOYEE BENEFITS									
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	PERSONAL SERVICES									
	_____									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010								
	MINOR OFFICE EQUIP/FUR	5020								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070								
	COMPUTER SUPPLIES	5080								
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	OFFICE SUPPLIES									
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100	2,000	256	1,127	617	83%	56%	(647)	-32%
	GAS AND OIL	5250								
	LUBRICANTS	5255								
	HORT./LANDSCAPING SPLY	5440	1,000		500	500	83%	50%	(400)	-40%
	MINOR EQUIPMENT	5460	2,500		2,214	286	83%	89%	156	6%
	OTHER OPERATING MATL/S	5590	1,000		367	633	83%	37%	(559)	-56%
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	OPERATING SUPPLIES		**6,500**	**256**	**4,208**	**2,036**	**83%**	**65%**	**(1,450)**	**-22%**

			CITY OF HATTIESBURG							
	001093 - GENERAL FD-INTERMODALFAC O&M		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	500		36	464	83%	7%	(456)	-91%
409	ELECTRICAL SUPPLIES	5605	3,500		3,488	12	83%	100%	685	20%
	PLUMBING SUPPLIES	5610	1,100		20	1,080	83%	2%	(1,076)	-98%
	PAINT AND PAINTING SPL	5650								
	MTR VEHICLE REP. PTS/S	5700								
	AGRICLTRL REPAIR PTS/S	5755								
790	OTHER REPAIR/MAINT. SP	5990	1,900		1,738	162	83%	91%	185	10%
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1,199	**REPAIR & MAINTENANCE**		**7,000**		**5,283**	**1,717**	**83%**	**75%**	**(660)**	**-9%**
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1,199	**SUPPLIES AND EXPENSES**		**13,500**	**256**	**9,491**	**3,754**	**83%**	**70%**	**(2,110)**	**-16%**
	_____									
	PROFESSIONAL SERVICES									
	BUILDING SECURITY	6021								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	POSTAGE	6070								
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	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
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	PRINTING AND BINDING									

			CITY OF HATTIESBURG							
	001093 - GENERAL FD-INTERMODALFAC O&M		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								
	SURETY AND FORGERY BON	6270								
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	INSURANCE									
	UTILITIES									
	GAS	6300								
7,619	ELECTRICITY	6305	42,000		30,482	11,518	83%	73%	(5,421)	-13%
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7,619	**UTILITIES**		**42,000**		**30,482**	**11,518**	**83%**	**73%**	**(5,421)**	**-13%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	68,000	48,750	3,520	15,730	83%	5%	(63,776)	-94%
	ELECTRICAL R&M	6355	2,140			2,140	83%	0%	(2,140)	-100%
141	PLUMBING EQUIPMENT R&M	6357	2,000		141	1,859	83%	7%	(1,830)	-92%
	OFFICE EQUIPMENT R&M	6365	1,500			1,500	83%	0%	(1,500)	-100%
	MOTOR VEHICLE EQ. R&M	6384								
	DISINFECT./EXTERMINATI	6394	2,700		1,030	1,670	83%	38%	(1,464)	-54%
	SIGN PAINTING	6396								
	OTHER REPAIRS AND MAIN	6399	6,000	1,675	3,674	650	83%	61%	(1,591)	-27%
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141	**REPR/MAINT-OUTSIDE L**		**82,340**	**50,425**	**8,366**	**23,549**	**83%**	**10%**	**(72,300)**	**-88%**
	RENTALS									
	UNIFORM RENT	6430								
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	EXHIBITIONS & PROMOTIO	6500								
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
	CUSTODIAL SERVICE	6870								
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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7,760	**OTHER SERVICES & CHAR**		**124,340**	**50,425**	**38,848**	**35,067**	**83%**	**31%**	**(77,722)**	**-63%**

			CITY OF HATTIESBURG							
	001093 - GENERAL FD-INTERMODALFAC O&M		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
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	MACHINERY AND EQUIPM									
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	CAPITAL OUTLAY									
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8,959	**EXPENDITURES**		**137,840**	**50,681**	**48,338**	**38,821**	**83%**	**35%**	**(79,834)**	**-58%**

			CITY OF HATTIESBURG							
	001094 - GENERAL FUND-METRPLTNPLANG.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
10,941	REGULAR WAGES	4000	154,196		127,439	26,757	83%	83%	(1,269)	-1%
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300			55	(55)			66	
	DISASTER RECOVERY OVER	4310								
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10,941	**SALARIES**		**154,196**		**127,494**	**26,702**	**83%**	**83%**	**(1,203)**	**-1%**
	EMPLOYEE BENEFITS									
1,723	STATE RETIREMENT	4600	22,000		17,772	4,228	83%	81%	(673)	-3%
821	F.I.C.A. TAXES	4700	11,800		9,582	2,218	83%	81%	(301)	-3%
776	HOSPITALIZATION INS.	4800	20,880		15,412	5,468	83%	74%	(2,385)	-11%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	520		520		83%	100%	104	20%
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3,321	**EMPLOYEE BENEFITS**		**55,200**		**43,285**	**11,915**	**83%**	**78%**	**(3,258)**	**-6%**
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14,262	**PERSONAL SERVICES**		**209,396**		**170,780**	**38,617**	**83%**	**82%**	**(4,460)**	**-2%**
	_____									
	OFFICE SUPPLIES									
124	PAPER	5003	1,500		124	1,376	83%	8%	(1,351)	-90%
	PRINTED FORMS	5005								
102	OTHER EXPENDABLE OFF.S	5010	2,000		1,640	360	83%	82%	(32)	-2%
	MINOR OFFICE EQUIP/FUR	5020	900		690	210	83%	77%	(72)	-8%
	PHOTO SUPPLIES	5040	200			200	83%	0%	(200)	-100%
	SUBSCRIPTIONS,MAGS,MAP	5050	250			250	83%	0%	(250)	-100%
	BOOKS	5070								
	COMPUTER SUPPLIES	5080	5,000	396	343	4,261	83%	7%	(4,588)	-92%
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226	**OFFICE SUPPLIES**		**9,850**	**396**	**2,797**	**6,657**	**83%**	**28%**	**(6,493)**	**-66%**
	OPERATING SUPPLIES									
159	FOOD	5115	1,500		1,404	96	83%	94%	184	12%
	GAS AND OIL	5250	3,343		75	3,268	83%	2%	(3,253)	-97%
	MINOR EQUIPMENT	5460	1,000		405	595	83%	41%	(514)	-51%
12	MTR VEHICLE REP. PTS/S	5700	100		12	88	83%	12%	(85)	-85%
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			CITY OF HATTIESBURG							
	001094 - GENERAL FUND-METRPLTNPLANG.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
171	**OPERATING SUPPLIES**		**5,943**		**1,896**	**4,047**	**83%**	**32%**	**(3,667)**	**-62%**
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397	**SUPPLIES AND EXPENSES**		**15,793**	**396**	**4,693**	**10,704**	**83%**	**30%**	**(10,161)**	**-64%**
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
867	CONSULTANT SERV/SURVEY	6020	73,750		49,023	24,727	83%	66%	(14,922)	-20%
	ABSTRACTING & RECORDIN	6023								
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049	4,250		4,250		83%	100%	850	20%
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867	**PROFESSIONAL SERVICE**		**78,000**		**53,273**	**24,727**	**83%**	**68%**	**(14,072)**	**-18%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	POSTAGE	6070	150			150	83%	0%	(150)	-100%
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	COMMUNICATIONS		**150**			**150**	**83%**	**0%**	**(150)**	**-100%**
	TRANSPORTATION									
198	TRAVEL EXPENSE	6110	10,000		5,483	4,517	83%	55%	(3,420)	-34%
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130	400			400	83%	0%	(400)	-100%
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198	**TRANSPORTATION**		**10,400**		**5,483**	**4,917**	**83%**	**53%**	**(3,820)**	**-37%**
	ADVERTISING									
	ADVERTISING	6150	1,000		57	943	83%	6%	(931)	-93%
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	ADVERTISING		**1,000**		**57**	**943**	**83%**	**6%**	**(931)**	**-93%**
	PRINTING AND BINDING									
	PRINTING	6200	1,500			1,500	83%	0%	(1,500)	-100%
	BLUELINES	6210								
	FILM PROCESSING	6240								
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	PRINTING AND BINDING		**1,500**			**1,500**	**83%**	**0%**	**(1,500)**	**-100%**
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365	5,792		807	4,985	83%	14%	(4,823)	-83%
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	REPR/MAINT-OUTSIDE L		**5,792**		**807**	**4,985**	**83%**	**14%**	**(4,823)**	**-83%**

			CITY OF HATTIESBURG							
	001094 - GENERAL FUND-METRPLTNPLANG.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840	1,208		977	231	83%	81%	(35)	-3%
235	REGISTRATION FEE/TUITI	6845	2,000		235	1,765	83%	12%	(1,718)	-86%
	SERVICES NOT SPECIFIED	6999								
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235	**OTHER SERVICES & CHA**		**3,208**		**1,212**	**1,996**	**83%**	**38%**	**(1,753)**	**-55%**
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1,300	**OTHER SERVICES & CHAR**		**100,050**		**60,832**	**39,218**	**83%**	**61%**	**(27,051)**	**-27%**
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327	500			500	83%	0%	(500)	-100%
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	MACHINERY AND EQUIPM		**500**			**500**	**83%**	**0%**	**(500)**	**-100%**
	VEHICLES									
	AUTOMOBILES	7400								
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	VEHICLES									
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	CAPITAL OUTLAY		**500**			**500**	**83%**	**0%**	**(500)**	**-100%**
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15,959	**EXPENDITURES**		**325,739**	**396**	**236,305**	**89,038**	**83%**	**73%**	**(42,173)**	**-13%**

			CITY OF HATTIESBURG							
	001095 - GENERAL FUND-G/G INS.OTH SER		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
	REGULAR WAGES	4000								
	OVERTIME	4300	2,500		1,293	1,207	83%	52%	(948)	-38%
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	SALARIES		**2,500**		**1,293**	**1,207**	**83%**	**52%**	**(948)**	**-38%**
	EMPLOYEE BENEFITS									
	STATE RETIREMENT	4600	360		168	192	83%	47%	(158)	-44%
	F.I.C.A. TAXES	4700	191		90	101	83%	47%	(83)	-43%
	HOSPITALIZATION INS.	4800	120		29	91	83%	24%	(85)	-71%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910								
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	EMPLOYEE BENEFITS		**671**		**287**	**384**	**83%**	**43%**	**(326)**	**-49%**
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	PERSONAL SERVICES		**3,171**		**1,580**	**1,591**	**83%**	**50%**	**(1,275)**	**-40%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003	1,000		283	717	83%	28%	(660)	-66%
	PRINTED FORMS	5005								
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	OFFICE SUPPLIES		**1,000**		**283**	**717**	**83%**	**28%**	**(660)**	**-66%**
	OPERATING SUPPLIES									
	FOOD	5115								
	DIESEL FUEL	5257								
	WEARING APPAREL	5355								
	OTHER OPERATING MATL/S	5590	200		112	88	83%	56%	(65)	-33%
	UNALLOC. PETROLEUM PRO	5599								
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	OPERATING SUPPLIES		**200**		**112**	**88**	**83%**	**56%**	**(65)**	**-33%**
	REPAIR & MAINTENANCE SP									
	OTHER REPAIR/MAINT. SP	5990								
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	REPAIR & MAINTENANCE									
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	SUPPLIES AND EXPENSES		**1,200**		**395**	**805**	**83%**	**33%**	**(726)**	**-61%**

			CITY OF HATTIESBURG							
	001095 - GENERAL FUND-G/G INS.OTH SER		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	PROFESSIONAL SERVICES									
	AUDITING AND ACCOUNTIN	6010								
	TITLE OPINIONS	6016								
	APPRAISAL	6017								
	CONSULTANT SERV/SURVEY	6020								
32,900	CONSULTANT-TWIN FORKS	6020 01	140,000		91,424	48,576	83%	65%	(30,291)	-22%
	CONSULTANT-GORDONS CRK	6020 05	32,568			32,568	83%	0%	(32,568)	-100%
21,898	LEGAL	6025	89,000		88,692	308	83%	100%	17,430	20%
298	CAFE PLAN-ADMIN.COSTS	6026	4,500		3,069	1,431	83%	68%	(817)	-18%
4,103	MEDICAL	6027	37,500		27,782	9,718	83%	74%	(4,161)	-11%
25	UNALLOC.WELLNESS/HOSP.	6028	200		25	175	83%	13%	(170)	-85%
	IN-SERVICE TRAINING	6029	1,500			1,500	83%	0%	(1,500)	-100%
	ENTERTAINMENT	6033								
	DATA PROCESSING	6035								
	EMER.SHELTER/MDA GRANT	6040	75,000			75,000	83%	0%	(75,000)	-100%
	I.P.-HYBERPLASTIC/MDA	6041								
	COPS-SECURE SCHLS/OJP	6042								
	VISITORS' CTR/MDOT GRA	6046								
2,542	OTHER PROFESSIONAL SER	6049	163,500		89,706	73,794	83%	55%	(55,852)	-34%
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61,765	**PROFESSIONAL SERVICE**		**543,768**		**300,698**	**243,070**	**83%**	**55%**	**(182,930)**	**-34%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	100,000		85,651	14,349	83%	86%	2,781	3%
	TELEPHONE RENT	6065								
1,566	POSTAGE	6070	51,500		23,254	28,246	83%	45%	(23,595)	-46%
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1,566	**COMMUNICATIONS**		**151,500**		**108,905**	**42,595**	**83%**	**72%**	**(20,814)**	**-14%**
	TRANSPORTATION									
332	TRAVEL EXPENSE	6110	8,000		4,636	3,364	83%	58%	(2,436)	-30%
	MESSENGER/EXPRESS SERV	6130								
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332	**TRANSPORTATION**		**8,000**		**4,636**	**3,364**	**83%**	**58%**	**(2,436)**	**-30%**
	ADVERTISING									
	UNALLOCATED ADVERTISIN	6155	17,600		5,050	12,550	83%	29%	(11,540)	-66%
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	ADVERTISING		**17,600**		**5,050**	**12,550**	**83%**	**29%**	**(11,540)**	**-66%**

			CITY OF HATTIESBURG							
	001095 - GENERAL FUND-G/G INS.OTH SER		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	PRINTING AND BINDING									
700	PRINTING	6200	3,000		1,650	1,350	83%	55%	(1,020)	-34%
	BINDING	6205								
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700	**PRINTING AND BINDING**		**3,000**		**1,650**	**1,350**	**83%**	**55%**	**(1,020)**	**-34%**
	INSURANCE									
226,268	FIRE & EXTENDED COVERA	6250	227,000		226,268	732	83%	100%	44,521	20%
8,891	PUBLIC LIAB/PROPERTY D	6255	489,000		242,212	246,789	83%	50%	(198,345)	-41%
	BOILER MACHINERY	6260								
	SURETY AND FORGERY BON	6270	500		375	125	83%	75%	(50)	-10%
	OTHER INSURANCE	6299	2,200		1,181	1,019	83%	54%	(782)	-36%
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235,159	**INSURANCE**		**718,700**		**470,035**	**248,665**	**83%**	**65%**	**(154,658)**	**-22%**
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365								
	MOTOR VEHICLE EQ. R&M	6384								
	COMMUNICATION EQ. R&M	6390								
	OTHER REPAIRS AND MAIN	6399	600			600	83%	0%	(600)	-100%
	OTHER REPAIRS AND MAIN	6399 FBC								
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	REPR/MAINT-OUTSIDE L		**600**			**600**	**83%**	**0%**	**(600)**	**-100%**
	OTHER SERVICES & CHARGE									
	SETTLEMT OF DAMAGE CLA	6700	105,500		25,400	80,100	83%	24%	(75,020)	-71%
	LATE PAYMENT CHARGE	6705	3,200			3,200	83%	0%	(3,200)	-100%
	COURT COSTS	6710								
	THEFT LOSS	6818								
4,627	PROP.TAX COLL. FEES .0	6830	50,000		43,505	6,495	83%	87%	2,206	4%
412	PROP.TAX COLL. FEES.00	6831	58,500		55,145	3,355	83%	94%	7,674	13%
128	BANK SERV/TRF FEE	6832	2,100		1,334	766	83%	64%	(499)	-24%
	DUES AND MEMBERSHIPS	6840	25,000		18,320	6,680	83%	73%	(3,016)	-12%
470	REGISTRATION FEE/TUITI	6845	6,800		2,044	4,756	83%	30%	(4,347)	-64%
	PROPERTY TAXES	6995	3,900		3,801	99	83%	97%	661	17%
3,000	LOBBYING	6998	36,000		30,000	6,000	83%	83%		0%
14,604	SERVICES NOT SPECIFIED	6999	20,000		15,649	4,352	83%	78%	(1,221)	-6%
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23,239	**OTHER SERVICES & CHA**		**311,000**		**195,197**	**115,803**	**83%**	**63%**	**(76,763)**	**-25%**
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			CITY OF HATTIESBURG							
	001095 - GENERAL FUND-G/G INS.OTH SER		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
322,761	**OTHER SERVICES & CHAR**		**1,754,168**		**1,086,172**	**667,996**	**83%**	**62%**	**(450,761)**	**-26%**
	_____									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	COMMUNICATION EQUIPMEN	7355								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
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	VEHICLES									
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	CAPITAL OUTLAY									
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322,761	**EXPENDITURES**		**1,758,539**		**1,088,147**	**670,392**	**83%**	**62%**	**(452,762)**	**-26%**

			CITY OF HATTIESBURG							
	001096 - GENERAL FUND-FED PROGADMIN		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
4,158	REGULAR WAGES	4000	99,409		41,928	57,481	83%	42%	(49,095)	-49%
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300								
	DISASTER RECOVERY OVER	4310								
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4,158	**SALARIES**		**99,409**		**41,928**	**57,481**	**83%**	**42%**	**(49,095)**	**-49%**
	EMPLOYEE BENEFITS									
655	STATE RETIREMENT	4600	14,180		6,041	8,139	83%	43%	(6,930)	-49%
283	F.I.C.A. TAXES	4700	7,610		2,915	4,695	83%	38%	(4,112)	-54%
543	HOSPITALIZATION INS.	4800	10,440		10,869	(429)	83%	104%	2,602	25%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	2,707		2,707		83%	100%	541	20%
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1,481	**EMPLOYEE BENEFITS**		**34,937**		**22,532**	**12,405**	**83%**	**64%**	**(7,898)**	**-23%**
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5,639	**PERSONAL SERVICES**		**134,346**		**64,461**	**69,885**	**83%**	**48%**	**(56,992)**	**-42%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005	550		546	4	83%	99%	105	19%
	OTHER EXPENDABLE OFF.S	5010	270		135	135	83%	50%	(108)	-40%
	MINOR OFFICE EQUIP/FUR	5020	80		70	10	83%	88%	4	5%
	MICROFILM SUPPLIES	5030								
	SUBSCRIPTIONS,MAGS,MAP	5050	490			490	83%	0%	(490)	-100%
	BOOKS	5070	10		5	5	83%	50%	(4)	-40%
	COMPUTER SUPPLIES	5080								
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	OFFICE SUPPLIES		**1,400**		**756**	**644**	**83%**	**54%**	**(492)**	**-35%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								
	FOOD	5115	300		25	275	83%	8%	(270)	-90%
52	GAS AND OIL	5250	1,850		782	1,068	83%	42%	(911)	-49%
	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590								

			CITY OF HATTIESBURG							
	001096 - GENERAL FUND-FED PROGADMIN		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OTHER OPER.MATL-BROWNS	5591								
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52	**OPERATING SUPPLIES**		**2,150**		**807**	**1,343**	**83%**	**38%**	**(1,181)**	**-55%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	MTR VEHICLE REP. PTS/S	5700	700		696	4	83%	99%	135	19%
	MINOR COMPUTER EQUIP.	5800								
	OTHER REPAIR/MAINT. SP	5990								
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	REPAIR & MAINTENANCE		**700**		**696**	**4**	**83%**	**99%**	**135**	**19%**
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52	**SUPPLIES AND EXPENSES**		**4,250**		**2,259**	**1,991**	**83%**	**53%**	**(1,539)**	**-36%**
	_____									
	PROFESSIONAL SERVICES									
	CONSULTANT SERV-BROWNS	6020								
	DATA PROCESSING	6035								
	MICROFILM PROCESSING	6037								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									
99	TELEPHONE AND TELEGRAP	6060	750		496	254	83%	66%	(154)	-21%
	POSTAGE	6070	100		76	24	83%	76%	(8)	-8%
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99	**COMMUNICATIONS**		**850**		**573**	**277**	**83%**	**67%**	**(162)**	**-19%**
	TRANSPORTATION									
211	TRAVEL EXPENSE	6110	915		908	7	83%	99%	174	19%
	TRVL EXP-BROWNSFIELD P	6116								
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130	45		44	1	83%	98%	7	16%
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211	**TRANSPORTATION**		**960**		**952**	**8**	**83%**	**99%**	**182**	**19%**
	ADVERTISING									
	ADVERTISING	6150	55		25	30	83%	45%	(25)	-45%
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	ADVERTISING		**55**		**25**	**30**	**83%**	**45%**	**(25)**	**-45%**
	PRINTING AND BINDING									

			CITY OF HATTIESBURG							
	001096 - GENERAL FUND-FED PROGADMIN		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	PRINTING	6200								
	BINDING	6205								
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	PRINTING AND BINDING									
	INSURANCE									
	SURETY AND FORGERY BON	6270								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	OFFICE EQUIPMENT R&M	6365								
	MOTOR VEHICLE EQ. R&M	6384	185			185	83%	0%	(185)	-100%
	OTHER REPAIRS AND MAIN	6399								
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	REPR/MAINT-OUTSIDE L		**185**			**185**	**83%**	**0%**	**(185)**	**-100%**
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845	350		350		83%	100%	70	20%
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA		**350**		**350**		**83%**	**100%**	**70**	**20%**
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310	**OTHER SERVICES & CHAR**		**2,400**		**1,899**	**501**	**83%**	**79%**	**(121)**	**-5%**
	_____									
	ENVIRON PROJ-BROWNSFI	7296 04								
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
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			CITY OF HATTIESBURG							
	001096 - GENERAL FUND-FED PROGADMIN		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	CAPITAL OUTLAY									
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6,000	**EXPENDITURES**		**140,996**		**68,619**	**72,377**	**83%**	**49%**	**(58,653)**	**-42%**

			CITY OF HATTIESBURG							
	001100 - GENERAL FUND-POLICE/PUB.SFTY		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
412,392	REGULAR WAGES	4000	6,120,005		4,673,445	1,446,560	83%	76%	(511,871)	-8%
	DISASTER RECOVERY WAGE	4010			32,402	(32,402)			38,882	
41,237	OVERTIME	4300	500,000		609,383	(109,383)	83%	122%	231,259	46%
	DISASTER RECOVERY OVER	4310								
453,629	**SALARIES**		**6,620,005**		**5,315,230**	**1,304,775**	**83%**	**80%**	**(241,729)**	**-4%**
	EMPLOYEE BENEFITS									
71,445	STATE RETIREMENT	4600	944,030		755,650	188,380	83%	80%	(37,250)	-4%
33,570	F.I.C.A. TAXES	4700	506,440		394,760	111,680	83%	78%	(32,728)	-6%
58,483	HOSPITALIZATION INS.	4800	923,940		650,002	273,938	83%	70%	(143,937)	-16%
122	UNEMPLOYMENT BENEFITS	4900	16,000		122	15,878	83%	1%	(15,853)	-99%
	WORKMAN'S COMPENSATION	4910	156,880		156,880		83%	100%	31,376	20%
163,620	**EMPLOYEE BENEFITS**		**2,547,290**		**1,957,413**	**589,877**	**83%**	**77%**	**(198,394)**	**-8%**
617,249	**PERSONAL SERVICES**		**9,167,295**		**7,272,643**	**1,894,652**	**83%**	**79%**	**(440,123)**	**-5%**
	OFFICE SUPPLIES									
	PAPER	5003	4,866		2,898	1,968	83%	60%	(1,388)	-29%
	PRINTED FORMS	5005								
1,353	OTHER EXPENDABLE OFF.S	5010	10,000		6,019	3,981	83%	60%	(2,777)	-28%
(68)	EXPENDABLE OFF.SPL-LIF	5012	4,800		1,766	3,034	83%	37%	(2,680)	-56%
240	MINOR OFFICE EQUIP/FUR	5020	1,000		946	54	83%	95%	135	14%
	MICROFILM SUPPLIES	5030								
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050	5,800		4,060	1,740	83%	70%	(928)	-16%
	BOOKS	5070	2,000		683	1,317	83%	34%	(1,180)	-59%
	COMPUTER SUPPLIES	5080	22,025		13,539	8,486	83%	61%	(5,778)	-26%
	COMPUTR SUP-LLEBG '01	5081								
	COMPUTR SUP-COPS MORE'	5082								
1,525	**OFFICE SUPPLIES**		**50,491**		**29,911**	**20,580**	**83%**	**59%**	**(14,597)**	**-29%**
	OPERATING SUPPLIES									
2,291	CLEANING/JANITORIAL SP	5100	24,000		18,654	5,346	83%	78%	(1,615)	-7%

			CITY OF HATTIESBURG							
	001100 - GENERAL FUND-POLICE/PUB.SFTY		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	HOUSEHOLD SUPPLIES	5110								
	FOOD	5115	1,250		559	691	83%	45%	(579)	-46%
	MEDICAL SUPPLIES	5120								
	CHEMICALS	5130								
	FEED FOR ANIMALS	5150	4,500		2,646	1,854	83%	59%	(1,324)	-29%
6,477	GAS AND OIL	5250	384,000		268,975	115,025	83%	70%	(61,230)	-16%
	LUBRICANTS	5255								
	DIESEL FUEL	5257	6,500		3,236	3,264	83%	50%	(2,616)	-40%
	OTHER FUEL	5260								
2,670	UNIFORMS, BADGES, ETC.	5350	80,920	4,683	72,296	3,940	83%	89%	5,835	7%
	WEARING APPAREL	5355	31,580		14,433	17,147	83%	46%	(14,260)	-45%
	ASPHALT & ASPHALT PROD	5400								
	CONCRETE, CEMENT, ETC.	5405								
	HORT./LANDSCAPING SPLY	5440								
	HAND TOOLS	5450								
2,505	MINOR EQUIPMENT	5460	15,000	980	10,740	3,280	83%	72%	(2,112)	-14%
	MINOR EQUIP-LLEBG '03	5461								
	MINOR EQUIP-BYRNE GRAN	5463								
	MINOR EQ-LLEBG/BYRNE'0	5464								
1,909	OTHER OPERATING MATL/S	5590	17,000		12,004	4,996	83%	71%	(2,595)	-15%
	OTHER OPER.MATL-METH.G	5591								
	OTHER OPER.MATLS-PRO S	5592								
	OTHER OPER.-ALCOHOL CN	5593	380		235	145	83%	62%	(98)	-26%
	OTHER OPER-VICTIM ADVO	5594								
	OTHER OPER-LAW ENF.LIA	5596								
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15,852	**OPERATING SUPPLIES**		**565,130**	**5,663**	**403,778**	**155,688**	**83%**	**71%**	**(80,596)**	**-14%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	1,500		415	1,085	83%	28%	(1,002)	-67%
72	ELECTRICAL SUPPLIES	5605	2,500	200	1,403	897	83%	56%	(816)	-33%
	PLUMBING SUPPLIES	5610								
	PAINT AND PAINTING SPL	5650	1,500	200	521	779	83%	35%	(874)	-58%
6,791	MTR VEHICLE REP. PTS/S	5700	105,900	3,984	85,856	16,060	83%	81%	(2,872)	-3%
361	COMMUNICATION REPAIR P	5750	8,000		7,011	989	83%	88%	413	5%
	AGRICLTRL REPAIR PTS/S	5755								
	EXPENDABLE WELDING SPL	5770								
	MINOR COMPUTER EQUIP.	5800								

			CITY OF HATTIESBURG							
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			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
2,233	OTHER REPAIR/MAINT. SP	5990	16,000	750	13,729	1,521	83%	86%	474	3%
	REPR SPLY-8/29/05 STOR	5995								
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9,456	**REPAIR & MAINTENANCE**		**135,400**	**5,134**	**108,935**	**21,331**	**83%**	**80%**	**(4,678)**	**-3%**
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26,833	**SUPPLIES AND EXPENSES**		**751,021**	**10,797**	**542,624**	**197,600**	**83%**	**72%**	**(99,872)**	**-13%**
	PROFESSIONAL SERVICES									
	LEGAL	6025								
	MEDICAL	6027	35,000		9,377	25,623	83%	27%	(23,747)	-68%
164	VETERINARIAN	6030	3,500		1,984	1,516	83%	57%	(1,119)	-32%
	ENTERTAINMENT	6033								
	DATA PROCESSING	6035								
	MICROFILM PROCESSING	6037								
	METRO CRIME STOPPERS	6039								
	OTHER PROF.-ALCOHOL CN	6047								
	OTHER PROF.-VICTIM'S A	6048								
870	OTHER PROFESSIONAL SER	6049	14,082		12,249	1,833	83%	87%	616	4%
	POL.LATERAL TRNG FEE	6049 26								
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1,034	**PROFESSIONAL SERVICE**		**52,582**		**23,610**	**28,972**	**83%**	**45%**	**(24,250)**	**-46%**
	COMMUNICATIONS									
4,143	TELEPHONE AND TELEGRAP	6060	30,000		26,592	3,408	83%	89%	1,910	6%
	TELEPHONE-GRANT	6060 GRANT								
	TELEPHONE RENT	6065								
6,330	NETWORK WIRELESS	6069	40,000		32,936	7,064	83%	82%	(476)	-1%
	POSTAGE	6070	200			200	83%	0%	(200)	-100%
	OTHER COMMUNICATION EX	6099								
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10,474	**COMMUNICATIONS**		**70,200**		**59,529**	**10,671**	**83%**	**85%**	**1,234**	**2%**
	TRANSPORTATION									
142	TRAVEL EXPENSE	6110	13,500		10,952	2,548	83%	81%	(357)	-3%
	TRVL EXP-TRAFFIC GRANT	6111								
	TRVL EXP-VICTIM'S ADV	6112								
	TRVL EXP-TERRORISM PRE	6113								
	TRAVEL EXP-PROJ SAFE N	6114								
	TRVL/TRNG-COP'S METH G	6116								

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			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	TRVL EXP-LAW ENF LIAIS	6118								
	TRVL EXP-ALCOHOL GRANT	6119	2,534			2,534	83%	0%	(2,534)	-100%
	FREIGHT	6120								
83	MESSENGER/EXPRESS SERV	6130	1,000		548	452	83%	55%	(342)	-34%
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225	**TRANSPORTATION**		**17,034**		**11,500**	**5,534**	**83%**	**68%**	**(3,234)**	**-19%**
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
777	PRINTING	6200	3,161		777	2,384	83%	25%	(2,228)	-70%
	BINDING	6205								
	FILM PROCESSING	6240								
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777	**PRINTING AND BINDING**		**3,161**		**777**	**2,384**	**83%**	**25%**	**(2,228)**	**-70%**
	INSURANCE									
	FIRE & EXTENDED COVERA	6250								
	PUBLIC LIAB/PROPERTY D	6255								
	BOILER MACHINERY	6260								
	AUTOMOBILE INSURANCE	6265	13,839		13,839		83%	100%	2,767	20%
	SURETY AND FORGERY BON	6270	650		625	25	83%	96%	100	15%
	OTHER INSURANCE	6299								
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	INSURANCE		**14,489**		**14,464**	**25**	**83%**	**100%**	**2,867**	**20%**
	UTILITIES									
145	GAS	6300	10,000		4,037	5,963	83%	40%	(5,155)	-52%
9,363	ELECTRICITY	6305	88,000		61,301	26,699	83%	70%	(14,438)	-16%
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9,508	**UTILITIES**		**98,000**		**65,338**	**32,662**	**83%**	**67%**	**(19,594)**	**-20%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	8/29/05 STORM REPAIRS	6353								
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								
9,130	OFFICE EQUIPMENT R&M	6365	45,000		42,777	2,223	83%	95%	6,332	14%
	OFF.EQ.R&M-COPS MORE	6366								

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			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	HOUSEHOLD EQUIPMENT R&	6370								
879	FIXED EQUIPMENT R&M	6380	29,700		17,107	12,593	83%	58%	(9,171)	-31%
	MINOR EQUIPMENT R&M	6382								
8,244	MOTOR VEHICLE EQ. R&M	6384	90,000		76,024	13,976	83%	84%	1,228	1%
	AGRICULTURAL EQ. R&M	6387								
63	COMMUNICATION EQ. R&M	6390	3,000		1,488	1,512	83%	50%	(1,214)	-40%
	CLEANING AND PAINTING	6392								
	DISINFECT./EXTERMINATI	6394	700		575	125	83%	82%	(10)	-1%
	SIGN PAINTING	6396								
545	TOW IN CHARGES	6398	5,500		3,745	1,755	83%	68%	(1,006)	-18%
	OTHER REPAIRS AND MAIN	6399								
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18,861	**REPR/MAINT-OUTSIDE L**		**173,900**		**141,717**	**32,183**	**83%**	**81%**	**(3,839)**	**-2%**
	RENTALS									
518	OFFICE EQUIPMENT RENT	6410	6,416		5,286	1,130	83%	82%	(72)	-1%
	MOTORCYCLE RENT	6417	58,118	23,400	34,718		83%	60%	(16,456)	-28%
68	CYLINDER RENT	6425	700		661	39	83%	94%	93	13%
	UNIFORM RENT	6430								
	MOP-MAT-RAG RENT	6435								
	OTHER RENT	6449								
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586	**RENTALS**		**65,234**	**23,400**	**40,665**	**1,169**	**83%**	**62%**	**(16,436)**	**-25%**
	OTHER SERVICES & CHARGE									
	EXHIBITIONS & PROMOTIO	6500								
	SETTLEMT OF DAMAGE CLA	6700								
	COURT COSTS	6710								
	JAIL EXPENSE	6815								
	EVIDENCE BUY MONEY	6817								
	THEFT LOSS	6818								
	CASH OVERAGE/SHORTAGE	6819								
	BANK SERV/TRF FEE	6832								
	REFUNDS	6835								
	POLICE FINE REFUNDS	6835 PF								
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	REFUNDS									
163	NSF CHECKS	6836	5,000		2,622	2,378	83%	52%	(1,853)	-37%
	DUES AND MEMBERSHIPS	6840	3,725		950	2,775	83%	26%	(2,585)	-69%

			CITY OF HATTIESBURG							
	001100 - GENERAL FUND-POLICE/PUB.SFTY		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	REGISTRATION FEE/TUITI	6845	4,500		4,219	281	83%	94%	562	12%
	LAUNDRY	6850								
	SERVICES NOT SPECIFIED	6999								
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163	**OTHER SERVICES & CHA**		**13,225**		**7,791**	**5,434**	**83%**	**59%**	**(3,875)**	**-29%**
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41,629	**OTHER SERVICES & CHAR**		**507,825**	**23,400**	**365,391**	**119,034**	**83%**	**72%**	**(69,355)**	**-14%**
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	POLICE SERV CTR BLDG	7100 22								
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	BUILDINGS									
	BUILDING IMPROVEMENTS	7150								
	POLICE COMPLEX	7150 07								
	DEPOT SUBSTATION	7150 37								
	MOBILE ST SUBSTATION	7150 39								
	PALMERS CROSSING SUBS	7150 40								
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	PARKING LOT/DRIVEWAY	7227								
	LANDSCAPING	7250								
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	8/29/05 STORM EQUIP	7302								
	EQUIP-METH GRANT	7303								
	EQUIP-DOMESTIC PREP	7312								
	EQUIP-HOMELAND SECURIT	7313								
	EQUIP-TERRORISM PREVEN	7314								
	EQUIP-TERRORISM '05	7316								
	EQ-DOMESTIC PREP'05	7318								
	EQUIP-PROJ SAFE NEIGHB	7319								

			CITY OF HATTIESBURG							
	001100 - GENERAL FUND-POLICE/PUB.SFTY		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	HOUSEHOLD FURN/EQUIP.	7320								
	EQUIP-BYRNE '11	7323	83,000		79,828	3,172	83%	96%	12,793	15%
9,620	EQUIP-BYRNE '12	7324	24,051		24,051		83%	100%	4,810	20%
	OFFICE FURN/EQUIP.	7325								
	COPS TECH GRANT EQUIP	7326								
	DATA PROCESSING EQUIP.	7327								
	FEMA-EMER.WARNING SIRE	7330								
	EQUIP-JUSTICE ASSIST G	7331								
321,998	COMMUNICATION EQUIPMEN	7355	341,000	11,688	321,998	7,315	83%	94%	45,397	13%
	TRAFFIC CONTROL EQUIP.	7360								
	EQUIP-BYRNE '09	7375								
	OTHER EQUIP-STOP VIOL	7397								
	OTHER EQUIP-ALCOHOL GR	7398	1,260		1,060	200	83%	84%	12	1%
	OTHER EQUIPMENT	7399	84,600		25,625	58,975	83%	30%	(53,850)	-64%
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331,618	**MACHINERY AND EQUIPM**		**533,911**	**11,688**	**452,561**	**69,662**	**83%**	**85%**	**9,162**	**2%**
	VEHICLES									
	AUTOMOBILES	7400	423,400	229,960	175,152	18,288	83%	41%	(213,217)	-50%
	AUTOMOBILES-METH GRANT	7401								
	AUTOMOBILES-BYRNE GRAN	7402								
	MOTORCYCLES	7405								
	PICK UP TRUCKS	7420								
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	VEHICLES		**423,400**	**229,960**	**175,152**	**18,288**	**83%**	**41%**	**(213,217)**	**-50%**
	OTHER									
	ZOOLOGICAL ANIMALS	7505								
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	OTHER									
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331,618	**CAPITAL OUTLAY**		**957,311**	**241,648**	**627,714**	**87,950**	**83%**	**66%**	**(204,054)**	**-21%**
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1,017,328	**EXPENDITURES**		**11,383,452**	**275,845**	**8,808,372**	**2,299,235**	**83%**	**77%**	**(813,405)**	**-7%**

			CITY OF HATTIESBURG							
	001131 - GENERAL FUND-JOINT P&FTRNG.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
1,695	REGULAR WAGES	4000	22,040		18,649	3,391	83%	85%	338	2%
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300	1,000		11	989	83%	1%	(986)	-99%
	DISASTER RECOVERY OVER	4310								
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1,695	**SALARIES**		**23,040**		**18,660**	**4,380**	**83%**	**81%**	**(648)**	**-3%**
	EMPLOYEE BENEFITS									
267	STATE RETIREMENT	4600	3,290		2,686	604	83%	82%	(66)	-2%
128	F.I.C.A. TAXES	4700	1,770		1,410	360	83%	80%	(78)	-4%
388	HOSPITALIZATION INS.	4800	5,220		4,144	1,076	83%	79%	(247)	-5%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	75		75		83%	100%	15	20%
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783	**EMPLOYEE BENEFITS**		**10,355**		**8,315**	**2,040**	**83%**	**80%**	**(377)**	**-4%**
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2,478	**PERSONAL SERVICES**		**33,395**		**26,975**	**6,420**	**83%**	**81%**	**(1,025)**	**-3%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
123	OTHER EXPENDABLE OFF.S	5010	2,830		2,725	105	83%	96%	440	16%
	SPLY-RRT COORDINATOR	5013	270		541	(271)	83%	200%	379	140%
3,055	MINOR OFFICE EQUIP/FUR	5020	4,320		4,315	5	83%	100%	858	20%
	CASSETTES, TAPES	5035								
	PHOTO SUPPLIES	5040	103		103		83%	100%	20	19%
	SUBSCRIPTIONS,MAGS,MAP	5050	103		103		83%	100%	20	19%
	BOOKS-POLICE	5070	348		167	181	83%	48%	(147)	-42%
	BOOKS-FIRE	5071	1,294		1,293	1	83%	100%	257	20%
	COMPUTER SUPPLIES	5080	1,200		999	201	83%	83%	(1)	0%
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3,178	**OFFICE SUPPLIES**		**10,468**		**10,246**	**222**	**83%**	**98%**	**1,827**	**17%**
	OPERATING SUPPLIES									
413	CLEANING/JANITORIAL SP	5100	3,100		3,040	60	83%	98%	548	18%
574	HOUSEHOLD SUPPLIES	5110	1,400		900	500	83%	64%	(320)	-23%

			CITY OF HATTIESBURG							
	001131 - GENERAL FUND-JOINT P&FTRNG.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
142	FOOD	5115	1,900	1,347	452	101	83%	24%	(1,357)	-71%
108	MEDICAL SUPPLIES	5120	153		161	(8)	83%	105%	40	26%
	GAS AND OIL	5250	297		297		83%	100%	59	20%
	WEARING APPAREL-POLICE	5355	2,461	552	1,909		83%	78%	(170)	-7%
	WEARING APPAREL-FIRE	5356	1,668	1,016	651	1	83%	39%	(886)	-53%
	ASPHALT & ASPHALT PROD	5400								
	CONCRETE, CEMENT, ETC.	5405	11,937	11,937			83%	0%	(11,937)	-100%
	BRICK,STONE,MORTAR,ETC	5410								
	SAND,CLAY,GRVL,FILL DI	5415	5,000			5,000	83%	0%	(5,000)	-100%
	HORT./LANDSCAPING SPLY	5440								
	HAND TOOLS	5450	1,657		1,656	1	83%	100%	330	20%
377	MINOR EQUIPMENT-POLICE	5460	13,045	519	7,014	5,512	83%	54%	(4,628)	-35%
2,495	MINOR EQUIPMENT-FIRE	5462	9,353	870	7,085	1,398	83%	76%	(851)	-9%
4,147	MINOR EQUIP-REGIONAL R	5463	27,500		21,414	6,086	83%	78%	(1,803)	-7%
	SWIFT WATER RESCUE SUP	5465	4,261	2,150	2,111		83%	50%	(1,727)	-41%
1,345	HAZ.MAT SUPPLIES	5466	7,000		4,876	2,124	83%	70%	(1,148)	-16%
	P&F CLASSES-(FEE) SUPP	5469								
6,863	OTHER OPER.MATL-POLICE	5590	39,683		14,683	25,000	83%	37%	(22,063)	-56%
	OTHER OPER.MATL-FIRE	5591	17,314	5,361	11,952	1	83%	69%	(2,971)	-17%
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16,462	**OPERATING SUPPLIES**		**147,729**	**23,752**	**78,200**	**45,777**	**83%**	**53%**	**(53,889)**	**-36%**
	REPAIR & MAINTENANCE SP									
942	BUILDING MATERIALS & S	5600	10,994	4,959	5,441	594	83%	49%	(4,464)	-41%
130	ELECTRICAL SUPPLIES	5605	500		427	73	83%	85%	12	2%
420	PLUMBING SUPPLIES	5610	1,700		1,598	102	83%	94%	217	13%
250	PAINT AND PAINTING SPL	5650	1,144		1,017	127	83%	89%	76	7%
	MTR VEHICLE REP. PTS/S	5700	1,068	35	950	83	83%	89%	72	7%
1,149	OTHER REPAIR/MAINT. SP	5990	5,775	185	5,468	123	83%	95%	786	14%
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2,890	**REPAIR & MAINTENANCE**		**21,181**	**5,179**	**14,900**	**1,102**	**83%**	**70%**	**(3,301)**	**-16%**
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22,531	**SUPPLIES AND EXPENSES**		**179,378**	**28,931**	**103,347**	**47,101**	**83%**	**58%**	**(55,361)**	**-31%**
	_____									
	PROFESSIONAL SERVICES									
	MEDICAL	6027	200			200	83%	0%	(200)	-100%
	P&F CLASSES-(FEE) SERV	6045	100			100	83%	0%	(100)	-100%
	OTHER PROFESSIONAL SER	6049								

			CITY OF HATTIESBURG							
	001131 - GENERAL FUND-JOINT P&FTRNG.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	RRT PLANNING-HOMELAND	6049 21								
	RRT TRAINING-HOMELAND	6049 22	47,196		47,196		83%	100%	9,439	20%
	H'BURG HIGH-HOMELAND	6049 23								
	MGMT/ADMIN-HOMELAND S	6049 24								
	OTHER-CITY HOMELAND S	6049 25								
	OTHER	6049 99								
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	OTHER PROFESSIONAL		**47,196**		**47,196**		**83%**	**100%**	**9,439**	**20%**
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	PROFESSIONAL SERVICE		**47,496**		**47,196**	**300**	**83%**	**99%**	**9,139**	**19%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	487		450	37	83%	92%	53	11%
	TELEPHONE-RRT COORDINA	6060 GRANT	1,080		968	112	83%	90%	81	8%
	POSTAGE	6070	100			100	83%	0%	(100)	-100%
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	COMMUNICATIONS		**1,667**		**1,418**	**249**	**83%**	**85%**	**34**	**2%**
	TRANSPORTATION									
(134)	TRVL EXP-POLICE	6110	8,000		3,190	4,810	83%	40%	(4,172)	-52%
1,002	TRVL EXP-FIRE	6111	7,050		7,024	26	83%	100%	1,378	20%
	TRVL EXP-RRT COORDINAT	6112	8,513		8,512	1	83%	100%	1,701	20%
	TRVL EXP-RESPONSE TEAM	6116								
	FREIGHT	6120	300			300	83%	0%	(300)	-100%
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868	**TRANSPORTATION**		**23,863**		**18,726**	**5,137**	**83%**	**78%**	**(1,391)**	**-6%**
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	FILM PROCESSING	6240								
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	PRINTING AND BINDING									
	INSURANCE									
	BOILER MACHINERY	6260								
	SURETY AND FORGERY BON	6270								
	OTHER INSURANCE	6299								

			CITY OF HATTIESBURG							
	001131 - GENERAL FUND-JOINT P&FTRNG.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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	INSURANCE									
	UTILITIES									
67	GAS	6300	5,000		2,910	2,090	83%	58%	(1,508)	-30%
1,800	ELECTRICITY	6305	19,232		12,450	6,782	83%	65%	(4,292)	-22%
	WATER	6315								
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1,867	**UTILITIES**		**24,232**		**15,360**	**8,872**	**83%**	**63%**	**(5,800)**	**-24%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	4,451	2,080	2,368	4	83%	53%	(1,609)	-36%
	OFFICE EQUIPMENT R&M	6365								
	MINOR EQUIPMENT R&M	6382	466		466		83%	100%	93	20%
	MOTOR VEHICLE EQ. R&M	6384	745		625	120	83%	84%	5	1%
	CLEANING AND PAINTING	6392	400		275	125	83%	69%	(70)	-18%
	DISINFECT./EXTERMINATI	6394	669		793	(124)	83%	119%	282	42%
	OTHER REPAIRS AND MAIN	6399	4,392		4,361	31	83%	99%	841	19%
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	REPR/MAINT-OUTSIDE L		**11,123**	**2,080**	**8,887**	**156**	**83%**	**80%**	**(458)**	**-4%**
	RENTALS									
278	OTHER RENT	6449	4,831		4,529	302	83%	94%	603	12%
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278	**RENTALS**		**4,831**		**4,529**	**302**	**83%**	**94%**	**603**	**12%**
	OTHER SERVICES & CHARGE									
	PETTY CASH LOSS/STORM	6818								
	DUES AND MEMBERSHIPS	6840	20	20			83%	0%	(20)	-100%
1,049	REGISTRATN FEE-POLICE	6845	9,775		6,822	2,953	83%	70%	(1,588)	-16%
950	REGISTRATN FEE-FIRE	6846	10,184	440	8,753	991	83%	86%	319	3%
	SERVICES NOT SPECIFIED	6999	96			96	83%	0%	(96)	-100%
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1,999	**OTHER SERVICES & CHA**		**20,075**	**460**	**15,575**	**4,040**	**83%**	**78%**	**(1,385)**	**-7%**
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5,012	**OTHER SERVICES & CHAR**		**133,287**	**2,540**	**111,691**	**19,056**	**83%**	**84%**	**742**	**1%**
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDING IMPROVEMENTS	7150								
	P&F TRAINING BLDG	7150 34	74,694		74,694		83%	100%	14,938	20%
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			CITY OF HATTIESBURG							
	001131 - GENERAL FUND-JOINT P&FTRNG.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	BUILDING IMPROVEMEN		**74,694**		**74,694**		**83%**	**100%**	**14,938**	**20%**
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	BUILDING/BLD IMPROVE		**74,694**		**74,694**		**83%**	**100%**	**14,938**	**20%**
	IMPROVEMENT OTHER THAN									
	PARKING LOT/DRIVEWAY	7227								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	EQUIP-RESPONSE TEAM'07	7311								
	EQUIP-RESPONSE TEAM'04	7314								
	EQUIP-CITY HOMELAND SE	7316								
	OFFICE FURN/EQUIP.	7325								
	COMMUNICATION EQUIPMEN	7355								
	TRAFFIC CONTROL EQUIP.	7360								
	OTHER EQUIP-HAZ.MAT	7398								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	BUSES	7410								
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	VEHICLES									
---			---	---	---	---	---	---	---	---
	CAPITAL OUTLAY		**74,694**		**74,694**		**83%**	**100%**	**14,938**	**20%**
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30,022	**EXPENDITURES**		**420,754**	**31,471**	**316,707**	**72,577**	**83%**	**75%**	**(40,705)**	**-10%**

			CITY OF HATTIESBURG							
	001160 - GENERAL FUND-FIRE DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
321,323	REGULAR WAGES	4000	4,520,628		3,595,989	924,639	83%	80%	(205,441)	-5%
	DISASTER RECOVERY WAGE	4010			9,801	(9,801)			11,761	
35,071	OVERTIME	4300	226,500		427,142	(200,642)	83%	189%	286,070	126%
	DISASTER RECOVERY OVER	4310								
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356,395	**SALARIES**		**4,747,128**		**4,032,932**	**714,196**	**83%**	**85%**	**92,390**	**2%**
	EMPLOYEE BENEFITS									
54,952	STATE RETIREMENT	4600	678,150		560,435	117,715	83%	83%	(5,628)	-1%
25,390	F.I.C.A. TAXES	4700	363,810		284,346	79,464	83%	78%	(22,594)	-6%
44,620	HOSPITALIZATION INS.	4800	652,500		486,772	165,728	83%	75%	(68,373)	-10%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	199,120		199,120		83%	100%	39,824	20%
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124,962	**EMPLOYEE BENEFITS**		**1,893,580**		**1,530,673**	**362,907**	**83%**	**81%**	**(56,772)**	**-3%**
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481,357	**PERSONAL SERVICES**		**6,640,708**		**5,563,605**	**1,077,103**	**83%**	**84%**	**35,618**	**1%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003	500		479	21	83%	96%	74	15%
	PRINTED FORMS	5005	500		352	148	83%	70%	(77)	-15%
153	OTHER EXPENDABLE OFF.S	5010	4,207		4,049	158	83%	96%	651	15%
1,841	MINOR OFFICE EQUIP/FUR	5020	9,750		9,371	379	83%	96%	1,495	15%
	CASSETTES, TAPES	5035								
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050	160			160	83%	0%	(160)	-100%
87	BOOKS	5070	1,500	439	996	65	83%	66%	(304)	-20%
216	COMPUTER SUPPLIES	5080	1,000		433	567	83%	43%	(480)	-48%
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2,297	**OFFICE SUPPLIES**		**17,617**	**439**	**15,679**	**1,499**	**83%**	**89%**	**1,197**	**7%**
	OPERATING SUPPLIES									
832	CLEANING/JANITORIAL SP	5100	12,000		10,633	1,367	83%	89%	759	6%
	HOUSEHOLD SUPPLIES	5110	2,000	309	405	1,286	83%	20%	(1,514)	-76%
	FOOD	5115	400		204	196	83%	51%	(155)	-39%
643	MEDICAL SUPPLIES	5120	5,470		4,778	692	83%	87%	263	5%

			CITY OF HATTIESBURG							
	001160 - GENERAL FUND-FIRE DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	LABORATORY SUPPLIES	5125								
	CHEMICALS	5130								
44	GAS AND OIL	5250	21,000		14,323	6,677	83%	68%	(3,812)	-18%
	LUBRICANTS	5255	2,214		22	2,192	83%	1%	(2,187)	-99%
1,380	DIESEL FUEL	5257	85,000		54,759	30,241	83%	64%	(19,289)	-23%
	OTHER FUEL	5260	200			200	83%	0%	(200)	-100%
129	UNIFORMS, BADGES, ETC.	5350	53,000	30,163	2,802	20,036	83%	5%	(49,637)	-94%
460	WEARING APPAREL	5355	15,000	2,925	8,502	3,573	83%	57%	(4,797)	-32%
	ASPHALT & ASPHALT PROD	5400								
	CONCRETE, CEMENT, ETC.	5405	4,000		2,282	1,719	83%	57%	(1,261)	-32%
	HORT./LANDSCAPING SPLY	5440	600		495	105	83%	83%	(6)	-1%
80	HAND TOOLS	5450	2,100		662	1,438	83%	32%	(1,305)	-62%
453	MINOR EQUIPMENT	5460	11,000		10,256	744	83%	93%	1,307	12%
	MINOR FIRE FIGHTING EQ	5462	10,000		8,769	1,231	83%	88%	522	5%
	SWIFT WATER RESCUE SUP	5465	2,000		1,640	360	83%	82%	(32)	-2%
	FIRE HOSE	5470	5,800		2,663	3,137	83%	46%	(2,604)	-45%
	RECREATIONAL SUPPLIES	5510								
	SFTY/FIRE P/MATL CONTR	5535	4,000		3,082	918	83%	77%	(301)	-8%
	OTHER OPERATING MATL/S	5590	3,000		1,244	1,756	83%	41%	(1,507)	-50%
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4,022	**OPERATING SUPPLIES**		**238,784**	**33,397**	**127,520**	**77,868**	**83%**	**53%**	**(85,760)**	**-36%**
	REPAIR & MAINTENANCE SP									
350	BUILDING MATERIALS & S	5600	15,000		10,948	4,052	83%	73%	(1,862)	-12%
228	ELECTRICAL SUPPLIES	5605	3,500		2,078	1,422	83%	59%	(1,006)	-29%
	PLUMBING SUPPLIES	5610	2,100		1,868	232	83%	89%	141	7%
	PAINT AND PAINTING SPL	5650	2,200		158	2,042	83%	7%	(2,010)	-91%
2,542	MTR VEHICLE REP. PTS/S	5700	52,700	557	30,038	22,105	83%	57%	(16,654)	-32%
	COMMUNICATION REPAIR P	5750	5,000		3,616	1,384	83%	72%	(660)	-13%
	AGRICLTRL REPAIR PTS/S	5755	100			100	83%	0%	(100)	-100%
	SCBA REPAIR PTS/SPL	5756	9,854		7,134	2,720	83%	72%	(1,293)	-13%
	MINOR COMPUTER EQUIP.	5800	2,700		114	2,586	83%	4%	(2,563)	-95%
	OTHER REPAIR/MAINT. SP	5990	300			300	83%	0%	(300)	-100%
	REPR SPLY-8/29/05 STOR	5995								
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3,119	**REPAIR & MAINTENANCE**		**93,454**	**557**	**55,954**	**36,943**	**83%**	**60%**	**(26,309)**	**-28%**
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9,438	**SUPPLIES AND EXPENSES**		**349,855**	**34,393**	**199,153**	**116,309**	**83%**	**57%**	**(110,871)**	**-32%**

			CITY OF HATTIESBURG							
	001160 - GENERAL FUND-FIRE DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	PROFESSIONAL SERVICES									
	APPRAISAL	6017								
	MEDICAL	6027	35,650		26,719	8,931	83%	75%	(3,587)	-10%
	ENTERTAINMENT	6033								
	OTHER PROFESSIONAL SER	6049	11,700		2,158	9,542	83%	18%	(9,110)	-78%
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	PROFESSIONAL SERVICE		**47,350**		**28,877**	**18,473**	**83%**	**61%**	**(12,697)**	**-27%**
	COMMUNICATIONS									
973	TELEPHONE AND TELEGRAP	6060	6,750		7,008	(258)	83%	104%	1,659	25%
	NETWORK	6068								
	NETWORK WIRELESS-GRANT	6069								
	POSTAGE	6070	50			50	83%	0%	(50)	-100%
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973	**COMMUNICATIONS**		**6,800**		**7,009**	**(209)**	**83%**	**103%**	**1,610**	**24%**
	TRANSPORTATION									
563	TRAVEL EXPENSE	6110	9,850		2,189	7,661	83%	22%	(7,223)	-73%
	FREIGHT	6120	150		92	58	83%	61%	(39)	-26%
	MESSENGER/EXPRESS SERV	6130								
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563	**TRANSPORTATION**		**10,000**		**2,281**	**7,719**	**83%**	**23%**	**(7,262)**	**-73%**
	ADVERTISING									
	ADVERTISING	6150	1,847		1,710	137	83%	93%	205	11%
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	ADVERTISING		**1,847**		**1,710**	**137**	**83%**	**93%**	**205**	**11%**
	PRINTING AND BINDING									
242	PRINTING	6200	1,370		1,182	188	83%	86%	48	4%
	FILM PROCESSING	6240								
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242	**PRINTING AND BINDING**		**1,370**		**1,182**	**188**	**83%**	**86%**	**48**	**4%**
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	BOILER MACHINERY	6260								
	AUTOMOBILE INSURANCE	6265								
	SURETY AND FORGERY BON	6270	50			50	83%	0%	(50)	-100%
	OTHER INSURANCE	6299								
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			CITY OF HATTIESBURG							
	001160 - GENERAL FUND-FIRE DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	INSURANCE		**50**			**50**	**83%**	**0%**	**(50)**	**-100%**
	UTILITIES									
317	GAS	6300	19,000		17,354	1,646	83%	91%	1,824	10%
7,248	ELECTRICITY	6305	70,000		53,930	16,070	83%	77%	(5,284)	-8%
19	WATER	6315	325		218	107	83%	67%	(63)	-19%
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7,584	**UTILITIES**		**89,325**		**71,502**	**17,823**	**83%**	**80%**	**(3,522)**	**-4%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	57,188	1,948	48,143	7,097	83%	84%	583	1%
	8/29/05 STORM REPAIRS	6353								
	ELECTRICAL R&M	6355	200			200	83%	0%	(200)	-100%
	PLUMBING EQUIPMENT R&M	6357	1,600		504	1,096	83%	32%	(995)	-62%
	STREETS & STRUCTURES R	6360								
196	OFFICE EQUIPMENT R&M	6365	2,370		2,168	202	83%	91%	231	10%
	HOUSEHOLD EQUIPMENT R&	6370	2,400		1,445	955	83%	60%	(666)	-28%
	FIXED EQUIPMENT R&M	6380	725		495	230	83%	68%	(131)	-18%
413	MINOR EQUIPMENT R&M	6382	1,000		799	201	83%	80%	(41)	-4%
807	MOTOR VEHICLE EQ. R&M	6384	56,000	5,104	44,742	6,154	83%	80%	(2,309)	-4%
456	AGRICULTURAL EQ. R&M	6387	800		543	257	83%	68%	(148)	-19%
747	SCBA EQUIP. R&M	6389	12,300		8,687	3,613	83%	71%	(1,875)	-15%
	COMMUNICATION EQ. R&M	6390	5,800		4,766	1,034	83%	82%	(80)	-1%
	DISINFECT./EXTERMINATI	6394	2,000		1,476	524	83%	74%	(228)	-11%
	SIGN PAINTING	6396								
300	TOW IN CHARGES	6398	1,150		975	175	83%	85%	20	2%
570	OTHER REPAIRS AND MAIN	6399	4,430		3,990	441	83%	90%	358	8%
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3,489	**REPR/MAINT-OUTSIDE L**		**147,963**	**7,052**	**118,734**	**22,177**	**83%**	**80%**	**(5,482)**	**-4%**
	RENTALS									
	OFFICE EQUIPMENT RENT	6410	200			200	83%	0%	(200)	-100%
	MACHINERY RENT	6420	890			890	83%	0%	(890)	-100%
431	CYLINDER RENT	6425	3,100		3,029	71	83%	98%	534	17%
	UNIFORM RENT	6430								
	MOP-MAT-RAG RENT	6435								
	OTHER RENT	6449								
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431	**RENTALS**		**4,190**		**3,029**	**1,161**	**83%**	**72%**	**(555)**	**-13%**
	OTHER SERVICES & CHARGE									

			CITY OF HATTIESBURG							
	001160 - GENERAL FUND-FIRE DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	DUES AND MEMBERSHIPS	6840	1,450		1,175	275	83%	81%	(40)	-3%
	REGISTRATION FEE/TUITI	6845	1,000		808	192	83%	81%	(30)	-3%
	LAUNDRY	6850	100			100	83%	0%	(100)	-100%
	SERVICES NOT SPECIFIED	6999	3,250			3,250	83%	0%	(3,250)	-100%
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	OTHER SERVICES & CHA		**5,800**		**1,983**	**3,817**	**83%**	**34%**	**(3,420)**	**-59%**
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13,282	**OTHER SERVICES & CHAR**		**314,695**	**7,052**	**236,307**	**71,336**	**83%**	**75%**	**(31,126)**	**-10%**
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	FIRE STATION-PW8294	7100 20								
	FIRE STATION-CDBG	7100 21								
	STORAGE BUILDING	7100 23	450		2,394	(1,944)	83%	532%	2,422	538%
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	BUILDINGS		**450**		**2,394**	**(1,944)**	**83%**	**532%**	**2,422**	**538%**
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	BUILDING/BLD IMPROVE		**450**		**2,394**	**(1,944)**	**83%**	**532%**	**2,422**	**538%**
	IMPROVEMENT OTHER THAN									
7,766	PARKING LOT/DRIVEWAY	7227	13,000		11,484	1,517	83%	88%	780	6%
	LANDSCAPING	7250								
	OTHER IMPROVEMENTS	7295								
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7,766	**IMPROVEMENT OTHER TH**		**13,000**		**11,484**	**1,517**	**83%**	**88%**	**780**	**6%**
	MACHINERY AND EQUIPMENT									
	8/29/05 STORM EQUIP	7302								
	LABORATORY	7310								
	FIRE FIGHTING	7315								
	EQUIP-SCBA-'11 AF GRAN	7317								
850	HOUSEHOLD FURN/EQUIP.	7320	2,000		850	1,150	83%	43%	(980)	-49%
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	EQ-WIRELESS NETWORK GR	7331								
	AGRICULTURAL EQUIPMENT	7335	4,000		1,334	2,666	83%	33%	(2,399)	-60%
	COMMUNICATION EQUIPMEN	7355								
	TRAFFIC CONTROL EQUIP.	7360								
	HYDRANTS & METERS	7365								

			CITY OF HATTIESBURG							
	001160 - GENERAL FUND-FIRE DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
3,519	OTHER EQUIPMENT	7399	3,550		3,519	31	83%	99%	672	19%
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4,369	**MACHINERY AND EQUIPM**		**9,550**		**5,703**	**3,847**	**83%**	**60%**	**(2,706)**	**-28%**
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
	HEAVY TRUCKS	7430								
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	VEHICLES									
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12,134	**CAPITAL OUTLAY**		**23,000**		**19,581**	**3,419**	**83%**	**85%**	**497**	**2%**
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516,212	**EXPENDITURES**		**7,328,258**	**41,445**	**6,018,646**	**1,268,168**	**83%**	**82%**	**(105,882)**	**-1%**

			CITY OF HATTIESBURG							
	001180 - GENERAL FUND-LAND DEVEL.ADM.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
24,340	REGULAR WAGES	4000	377,159		307,857	69,302	83%	82%	(7,730)	-2%
	DISASTER RECOVERY WAGE	4010			578	(578)			693	
	OVERTIME	4300			653	(653)			783	
	DISASTER RECOVERY OVER	4310								
24,340	**SALARIES**		**377,159**		**309,088**	**68,071**	**83%**	**82%**	**(6,253)**	**-2%**
	EMPLOYEE BENEFITS									
3,833	STATE RETIREMENT	4600	53,795		44,439	9,356	83%	83%	(468)	-1%
1,838	F.I.C.A. TAXES	4700	28,860		23,177	5,683	83%	80%	(1,047)	-4%
3,880	HOSPITALIZATION INS.	4800	73,080		51,932	21,148	83%	71%	(10,761)	-15%
	UNEMPLOYMENT BENEFITS	4900	4,800			4,800	83%	0%	(4,800)	-100%
	WORKMAN'S COMPENSATION	4910	13,410		13,410		83%	100%	2,682	20%
9,552	**EMPLOYEE BENEFITS**		**173,945**		**132,958**	**40,987**	**83%**	**76%**	**(14,395)**	**-8%**
33,892	**PERSONAL SERVICES**		**551,104**		**442,046**	**109,058**	**83%**	**80%**	**(20,648)**	**-4%**
	OFFICE SUPPLIES									
	PAPER	5003	2,472		1,405	1,067	83%	57%	(786)	-32%
	PRINTED FORMS	5005	1,200		394	806	83%	33%	(727)	-61%
	OTHER EXPENDABLE OFF.S	5010	1,400		1,384	16	83%	99%	260	19%
(1)	MINOR OFFICE EQUIP/FUR	5020	1,700		820	880	83%	48%	(716)	-42%
	PHOTO SUPPLIES	5040	500		216	284	83%	43%	(240)	-48%
	SUBSCRIPTIONS,MAGS,MAP	5050								
254	BOOKS	5070	1,700		1,078	622	83%	63%	(406)	-24%
	COMPUTER SUPPLIES	5080	5,497		5,424	73	83%	99%	1,011	18%
253	**OFFICE SUPPLIES**		**14,469**		**10,722**	**3,747**	**83%**	**74%**	**(1,602)**	**-11%**
	OPERATING SUPPLIES									
	FOOD	5115	450			450	83%	0%	(450)	-100%
	GAS AND OIL	5250	12,300		8,112	4,188	83%	66%	(2,565)	-21%
	LUBRICANTS	5255								
	WEARING APPAREL	5355	550		234	316	83%	43%	(269)	-49%
	MINOR EQUIPMENT	5460	100			100	83%	0%	(100)	-100%

			CITY OF HATTIESBURG							
	001180 - GENERAL FUND-LAND DEVEL.ADM.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OTHER OPERATING MATL/S	5590								
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	OPERATING SUPPLIES		**13,400**		**8,346**	**5,054**	**83%**	**62%**	**(3,384)**	**-25%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	100			100	83%	0%	(100)	-100%
	PAINT AND PAINTING SPL	5650								
(212)	MTR VEHICLE REP. PTS/S	5700	4,600		3,515	1,085	83%	76%	(382)	-8%
	COMMUNICATION REPAIR P	5750	500		289	212	83%	58%	(153)	-31%
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(212)	**REPAIR & MAINTENANCE**		**5,200**		**3,803**	**1,397**	**83%**	**73%**	**(636)**	**-12%**
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41	**SUPPLIES AND EXPENSES**		**33,069**		**22,871**	**10,198**	**83%**	**69%**	**(5,623)**	**-17%**
	_____									
	PROFESSIONAL SERVICES									
	DEMOLITION	6013								
3,000	ASBESTOS REMOVAL	6014	11,000		8,413	2,587	83%	76%	(904)	-8%
	TITLE OPINIONS	6016	16,150	4,750	6,550	4,850	83%	41%	(8,290)	-51%
	LOT CLEARING	6018								
	MEDICAL	6027								
	OTHER PROFESSIONAL SER	6049	3,000	24	1,146	1,830	83%	38%	(1,624)	-54%
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3,000	**PROFESSIONAL SERVICE**		**30,150**	**4,774**	**16,109**	**9,267**	**83%**	**53%**	**(10,819)**	**-36%**
	COMMUNICATIONS									
777	TELEPHONE AND TELEGRAP	6060	4,775		2,924	1,851	83%	61%	(1,266)	-27%
	POSTAGE	6070	500			500	83%	0%	(500)	-100%
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777	**COMMUNICATIONS**		**5,275**		**2,924**	**2,351**	**83%**	**55%**	**(1,766)**	**-33%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	5,500		2,017	3,483	83%	37%	(3,079)	-56%
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION		**5,500**		**2,017**	**3,483**	**83%**	**37%**	**(3,079)**	**-56%**
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									

			CITY OF HATTIESBURG							
	001180 - GENERAL FUND-LAND DEVEL.ADM.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	PRINTING AND BINDING									
	PRINTING	6200								
	FILM PROCESSING	6240								
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	PRINTING AND BINDING									
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								
	SURETY AND FORGERY BON	6270								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365	1,100			1,100	83%	0%	(1,100)	-100%
	MOTOR VEHICLE EQ. R&M	6384	9,197		2,667	6,530	83%	29%	(5,996)	-65%
	COMMUNICATION EQ. R&M	6390	600			600	83%	0%	(600)	-100%
	CLEANING AND PAINTING	6392								
	SIGN PAINTING	6396								
	TOW IN CHARGES	6398	500		215	285	83%	43%	(242)	-48%
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	REPR/MAINT-OUTSIDE L		**11,397**		**2,882**	**8,515**	**83%**	**25%**	**(7,938)**	**-70%**
	RENTALS									
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840	2,400		1,769	631	83%	74%	(277)	-12%
	REGISTRATION FEE/TUITI	6845	3,000		1,158	1,842	83%	39%	(1,610)	-54%
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	OTHER SERVICES & CHA		**5,400**		**2,927**	**2,473**	**83%**	**54%**	**(1,887)**	**-35%**
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3,777	**OTHER SERVICES & CHAR**		**57,722**	**4,774**	**26,859**	**26,089**	**83%**	**47%**	**(25,491)**	**-44%**
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325	6,916			6,916	83%	0%	(6,916)	-100%
	DATA PROCESSING EQUIP.	7327								
	COMMUNICATION EQUIPMEN	7355								
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	MACHINERY AND EQUIPM		**6,916**			**6,916**	**83%**	**0%**	**(6,916)**	**-100%**

			CITY OF HATTIESBURG							
	001180 - GENERAL FUND-LAND DEVEL.ADM.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	VEHICLES									
35,084	AUTOMOBILES	7400	35,084		35,084		83%	100%	7,016	20%
	PICK UP TRUCKS	7420								
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35,084	**VEHICLES**		**35,084**		**35,084**		**83%**	**100%**	**7,016**	**20%**
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35,084	**CAPITAL OUTLAY**		**42,000**		**35,084**	**6,916**	**83%**	**84%**	**100**	**0%**
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72,794	**EXPENDITURES**		**683,895**	**4,774**	**526,859**	**152,262**	**83%**	**77%**	**(51,664)**	**-8%**

			CITY OF HATTIESBURG							
	001190 - GENERAL FUND-P/S CONTRAC.SER		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
	REGULAR WAGES	4000								
10,037	OVERTIME	4300	150,000		136,238	13,762	83%	91%	13,485	9%
10,037	**SALARIES**		**150,000**		**136,238**	**13,762**	**83%**	**91%**	**13,485**	**9%**
	EMPLOYEE BENEFITS									
1,581	STATE RETIREMENT	4600	21,340		19,573	1,767	83%	92%	2,147	10%
740	F.I.C.A. TAXES	4700	11,475		10,049	1,426	83%	88%	583	5%
891	HOSPITALIZATION INS.	4800	4,455		12,345	(7,890)	83%	277%	10,359	233%
3,212	**EMPLOYEE BENEFITS**		**37,270**		**41,967**	**(4,697)**	**83%**	**113%**	**13,090**	**35%**
13,249	**PERSONAL SERVICES**		**187,270**		**178,205**	**9,065**	**83%**	**95%**	**26,576**	**14%**
	PROFESSIONAL SERVICES									
	MEDICAL	6027	241,000		174,953	66,047	83%	73%	(31,056)	-13%
	OTHER PROF.-JAIL DIV G	6048								
	PROFESSIONAL SERVICE		**241,000**		**174,953**	**66,047**	**83%**	**73%**	**(31,056)**	**-13%**
	OTHER SERVICES & CHARGE									
	JAIL EXPENSE	6815	1,659,000		1,214,152	444,848	83%	73%	(202,017)	-12%
	DISTRICT ATT'Y SUBSIDY	6816								
	JAIL IMPR-CITY SHARE	6826								
	AMBULANCE SERV.CONTRIB	6860								
	EMERGENCY MGMT.CONTRIB	6865	342,000		291,500	50,500	83%	85%	7,800	2%
	USM CITIZEN CORPS COUN	6866								
	USM TITLE V CONTRACT	6867								
	JUVENILLE ACCT.INCENTI	6868	11,379		11,379		83%	100%	2,275	20%
	METH GRANT CONTRACT	6869								
	SERVICES NOT SPECIFIED	6999								
	OTHER SERVICES & CHA		**2,012,379**		**1,517,031**	**495,349**	**83%**	**75%**	**(191,941)**	**-10%**
	OTHER SERVICES & CHAR		**2,253,379**		**1,691,983**	**561,396**	**83%**	**75%**	**(222,999)**	**-10%**

			CITY OF HATTIESBURG							
	001190 - GENERAL FUND-P/S CONTRAC.SER		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	VEHICLES									
	AUTOMOBILES	7400								
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	VEHICLES									
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	CAPITAL OUTLAY									
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13,249	**EXPENDITURES**		**2,440,649**		**1,870,188**	**570,461**	**83%**	**77%**	**(196,423)**	**-8%**

			CITY OF HATTIESBURG							
	001191 - GENERAL FUND-TRAFFIC MAINT.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
13,089	REGULAR WAGES	4000	236,975		161,022	75,953	83%	68%	(43,748)	-18%
	DISASTER RECOVERY WAGE	4010			4,549	(4,549)			5,458	
184	OVERTIME	4300	10,000		9,579	421	83%	96%	1,494	15%
	DISASTER RECOVERY OVER	4310								
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13,273	**SALARIES**		**246,975**		**175,150**	**71,825**	**83%**	**71%**	**(36,795)**	**-15%**
	EMPLOYEE BENEFITS									
2,091	STATE RETIREMENT	4600	35,230		25,174	10,056	83%	71%	(5,021)	-14%
981	F.I.C.A. TAXES	4700	18,900		13,048	5,852	83%	69%	(3,242)	-17%
2,328	HOSPITALIZATION INS.	4800	46,980		30,700	16,280	83%	65%	(10,140)	-22%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	12,490		12,490		83%	100%	2,498	20%
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5,400	**EMPLOYEE BENEFITS**		**113,600**		**81,413**	**32,187**	**83%**	**72%**	**(15,904)**	**-14%**
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18,673	**PERSONAL SERVICES**		**360,575**		**256,562**	**104,013**	**83%**	**71%**	**(52,700)**	**-15%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010	1,015		978	37	83%	96%	158	16%
	MINOR OFFICE EQUIP/FUR	5020	1,033		1,013	21	83%	98%	182	18%
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070	285		285		83%	100%	57	20%
	COMPUTER SUPPLIES	5080	682		615	67	83%	90%	56	8%
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	OFFICE SUPPLIES		**3,015**		**2,890**	**125**	**83%**	**96%**	**453**	**15%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100	150			150	83%	0%	(150)	-100%
100	HOUSEHOLD SUPPLIES	5110	1,350		1,300	50	83%	96%	210	16%
	FOOD	5115								
	MEDICAL SUPPLIES	5120	50			50	83%	0%	(50)	-100%
190	CHEMICALS	5130	600		190	410	83%	32%	(372)	-62%

			CITY OF HATTIESBURG							
	001191 - GENERAL FUND-TRAFFIC MAINT.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	GAS AND OIL	5250	28,000		12,721	15,279	83%	45%	(12,734)	-45%
	LUBRICANTS	5255	100			100	83%	0%	(100)	-100%
	DIESEL FUEL	5257	2,000		997	1,003	83%	50%	(803)	-40%
	WEARING APPAREL	5355	600	381	59	161	83%	10%	(529)	-88%
	ASPHALT & ASPHALT PROD	5400								
161	CONCRETE, CEMENT, ETC.	5405	1,200		605	595	83%	50%	(474)	-40%
	SAND,CLAY,GRVL,FILL DI	5415								
	HORT./LANDSCAPING SPLY	5440								
	HAND TOOLS	5450	2,300		1,029	1,271	83%	45%	(1,065)	-46%
323	MINOR EQUIPMENT	5460	6,600	59	2,818	3,723	83%	43%	(3,218)	-49%
47,186	TRAFFIC CONTROL EQ. SP	5540	114,099	1,000	78,505	34,594	83%	69%	(19,893)	-17%
1,503	TRAFFIC SIGNS	5545	31,200	618	14,993	15,589	83%	48%	(13,208)	-42%
	STREET MARKING SUPPLIE	5550	2,400		1,611	789	83%	67%	(466)	-19%
54	OTHER OPERATING MATL/S	5590	2,550		2,507	43	83%	98%	458	18%
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49,517	**OPERATING SUPPLIES**		**193,199**	**2,058**	**117,337**	**73,805**	**83%**	**61%**	**(52,394)**	**-27%**
	REPAIR & MAINTENANCE SP									
1,112	BUILDING MATERIALS & S	5600	2,700		2,533	167	83%	94%	339	13%
244	ELECTRICAL SUPPLIES	5605	2,800		1,142	1,658	83%	41%	(1,429)	-51%
	STRUCTURAL STEEL & IRO	5620	1,000			1,000	83%	0%	(1,000)	-100%
	PAINT AND PAINTING SPL	5650	7,380	322	3,218	3,840	83%	44%	(3,518)	-48%
126	MTR VEHICLE REP. PTS/S	5700	4,500	84	4,093	323	83%	91%	411	9%
	COMMUNICATION REPAIR P	5750	1,000			1,000	83%	0%	(1,000)	-100%
	OTHER REPAIR/MAINT. SP	5990	6,900		6,741	159	83%	98%	1,189	17%
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1,482	**REPAIR & MAINTENANCE**		**26,280**	**406**	**17,727**	**8,147**	**83%**	**67%**	**(5,007)**	**-19%**
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50,999	**SUPPLIES AND EXPENSES**		**222,494**	**2,464**	**137,954**	**82,077**	**83%**	**62%**	**(56,949)**	**-26%**
	PROFESSIONAL SERVICES									
	MEDICAL	6027								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									
99	TELEPHONE AND TELEGRAP	6060	1,000		737	263	83%	74%	(115)	-12%
	POSTAGE	6070								
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			CITY OF HATTIESBURG							
	001191 - GENERAL FUND-TRAFFIC MAINT.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
99	**COMMUNICATIONS**		**1,000**		**737**	**263**	**83%**	**74%**	**(115)**	**-12%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	2,042			2,042	83%	0%	(2,042)	-100%
	FREIGHT	6120	150		85	65	83%	57%	(48)	-32%
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION		**2,192**		**85**	**2,107**	**83%**	**4%**	**(2,090)**	**-95%**
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
	SURETY AND FORGERY BON	6270								
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	INSURANCE									
	UTILITIES									
15	GAS	6300	2,000		1,234	766	83%	62%	(519)	-26%
1,736	ELECTRICITY	6305	14,000		11,682	2,318	83%	83%	18	0%
	TRAFFIC LIGHT ELECTRIC	6310								
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1,751	**UTILITIES**		**16,000**		**12,915**	**3,085**	**83%**	**81%**	**(502)**	**-3%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	STREETS & STRUCTURES R	6360	35			35	83%	0%	(35)	-100%
	OFFICE EQUIPMENT R&M	6365	500		441	59	83%	88%	29	6%
44,550	TRAFFIC CONTROL EQ. R&	6375	135,500		87,879	47,621	83%	65%	(30,045)	-22%
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382	150		99	51	83%	66%	(31)	-21%
1,441	MOTOR VEHICLE EQ. R&M	6384	16,350		12,405	3,945	83%	76%	(1,464)	-9%
	COMMUNICATION EQ. R&M	6390	550			550	83%	0%	(550)	-100%
	DISINFECT./EXTERMINATI	6394	1,114	650	162	302	83%	15%	(919)	-82%
	SIGN PAINTING	6396	50			50	83%	0%	(50)	-100%
	TOW IN CHARGES	6398	200			200	83%	0%	(200)	-100%
	OTHER REPAIRS AND MAIN	6399	51			51	83%	0%	(51)	-100%
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			CITY OF HATTIESBURG							
	001191 - GENERAL FUND-TRAFFIC MAINT.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
45,991	**REPR/MAINT-OUTSIDE L**		**154,500**	**650**	**100,986**	**52,864**	**83%**	**65%**	**(33,316)**	**-22%**
	RENTALS									
	MACHINERY RENT	6420								
	CYLINDER RENT	6425								
100	UNIFORM RENT	6430	1,050		1,014	36	83%	97%	166	16%
	MOP-MAT-RAG RENT	6435								
	OTHER RENT	6449	750			750	83%	0%	(750)	-100%
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100	**RENTALS**		**1,800**		**1,014**	**786**	**83%**	**56%**	**(583)**	**-32%**
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840	1,000		415	585	83%	42%	(502)	-50%
	REGISTRATION FEE/TUITI	6845	3,000		1,667	1,333	83%	56%	(999)	-33%
	LAUNDRY	6850								
250	SERVICES NOT SPECIFIED	6999	9,600		2,500	7,100	83%	26%	(6,600)	-69%
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250	**OTHER SERVICES & CHA**		**13,600**		**4,582**	**9,018**	**83%**	**34%**	**(8,101)**	**-60%**
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48,190	**OTHER SERVICES & CHAR**		**189,092**	**650**	**120,319**	**68,123**	**83%**	**64%**	**(44,709)**	**-24%**
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDING IMPROVEMENTS	7150								
	RENOVATE WALNUT ST.BL	7150 22								
	TRAFFIC SHOP IMPROVEM	7150 32								
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327	3,500			3,500	83%	0%	(3,500)	-100%
	COMMUNICATION EQUIPMEN	7355	3,050	3,004		46	83%	0%	(3,050)	-100%
	TRAFFIC CONTROL EQUIP.	7360	18,000		15,700	2,300	83%	87%	840	5%
11,909	OTHER EQUIPMENT	7399	13,000		11,909	1,091	83%	92%	1,290	10%
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11,909	**MACHINERY AND EQUIPM**		**37,550**	**3,004**	**27,609**	**6,937**	**83%**	**74%**	**(4,419)**	**-12%**
	VEHICLES									

			CITY OF HATTIESBURG							
	001191 - GENERAL FUND-TRAFFIC MAINT.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
	HEAVY TRUCKS	7430								
	SPECIAL TRUCKS	7450	85,173		85,173		83%	100%	17,034	20%
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	VEHICLES		**85,173**		**85,173**		**83%**	**100%**	**17,034**	**20%**
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11,909	**CAPITAL OUTLAY**		**122,723**	**3,004**	**112,782**	**6,937**	**83%**	**92%**	**12,615**	**10%**
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129,771	**EXPENDITURES**		**894,884**	**6,118**	**627,618**	**261,149**	**83%**	**70%**	**(141,742)**	**-16%**

			CITY OF HATTIESBURG							
	001201 - GENERAL FUND-STREET DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
75,971	REGULAR WAGES	4000	1,108,758		709,409	399,349	83%	64%	(257,467)	-23%
	DISASTER RECOVERY WAGE	4010			19,983	(19,983)			23,979	
4,307	OVERTIME	4300	20,000		44,968	(24,968)	83%	225%	33,961	170%
	DISASTER RECOVERY OVER	4310								
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80,278	**SALARIES**		**1,128,758**		**774,361**	**354,397**	**83%**	**69%**	**(199,524)**	**-18%**
	EMPLOYEE BENEFITS									
11,276	STATE RETIREMENT	4600	160,965		108,333	52,632	83%	67%	(30,965)	-19%
6,034	F.I.C.A. TAXES	4700	86,352		58,411	27,941	83%	68%	(16,258)	-19%
14,744	HOSPITALIZATION INS.	4800	261,000		165,014	95,986	83%	63%	(62,983)	-24%
	UNEMPLOYMENT BENEFITS	4900	2,100			2,100	83%	0%	(2,100)	-100%
	WORKMAN'S COMPENSATION	4910	66,295		66,295		83%	100%	13,259	20%
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32,054	**EMPLOYEE BENEFITS**		**576,712**		**398,053**	**178,659**	**83%**	**69%**	**(99,048)**	**-17%**
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112,332	**PERSONAL SERVICES**		**1,705,470**		**1,172,414**	**533,056**	**83%**	**69%**	**(298,573)**	**-18%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
30	OTHER EXPENDABLE OFF.S	5010	200		211	(11)	83%	106%	53	27%
	MINOR OFFICE EQUIP/FUR	5020								
	SUBSCRIPTIONS,MAGS,MAP	5050								
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30	**OFFICE SUPPLIES**		**200**		**211**	**(11)**	**83%**	**106%**	**53**	**27%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100	2,000		1,353	647	83%	68%	(376)	-19%
474	HOUSEHOLD SUPPLIES	5110	3,500		3,269	231	83%	93%	422	12%
	FOOD	5115								
	MEDICAL SUPPLIES	5120								
	CHEMICALS	5130								
4,845	GAS AND OIL	5250	75,450		56,679	18,771	83%	75%	(7,435)	-10%
	LUBRICANTS	5255	5,000		4,773	227	83%	95%	727	15%
	DIESEL FUEL	5257	84,000		60,848	23,152	83%	72%	(10,982)	-13%

			CITY OF HATTIESBURG							
	001201 - GENERAL FUND-STREET DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	WEARING APPAREL	5355	1,100		647	453	83%	59%	(323)	-29%
	ASPHALT & ASPHALT PROD	5400	6,000			6,000	83%	0%	(6,000)	-100%
3,007	CONCRETE, CEMENT, ETC.	5405	37,050	7,850	13,751	15,449	83%	37%	(20,548)	-55%
	BRICK,STONE,MORTAR,ETC	5410	8,700		2,473	6,227	83%	28%	(5,732)	-66%
5,329	SAND,CLAY,GRVL,FILL DI	5415	34,500	5,600	27,198	1,702	83%	79%	(1,862)	-5%
	DRAINAGE PIPE & CULVER	5420	7,000		3,500	3,500	83%	50%	(2,800)	-40%
	HORT./LANDSCAPING SPLY	5440	3,800		360	3,440	83%	9%	(3,368)	-89%
7	HAND TOOLS	5450	5,760		5,757	3	83%	100%	1,148	20%
771	MINOR EQUIPMENT	5460	66,000	49,906	8,991	7,103	83%	14%	(55,210)	-84%
	STREET MARKING SUPPLIE	5550								
48	OTHER OPERATING MATL/S	5590	9,440	1,659	7,604	177	83%	81%	(315)	-3%
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14,480	**OPERATING SUPPLIES**		**349,300**	**65,015**	**197,203**	**87,082**	**83%**	**56%**	**(112,656)**	**-32%**
	REPAIR & MAINTENANCE SP									
1,494	BUILDING MATERIALS & S	5600	3,500		1,517	1,983	83%	43%	(1,679)	-48%
	ELECTRICAL SUPPLIES	5605	4,500		175	4,325	83%	4%	(4,290)	-95%
9	PLUMBING SUPPLIES	5610	2,500		2,084	416	83%	83%		0%
	STRUCTURAL STEEL & IRO	5620	8,500		5,010	3,490	83%	59%	(2,488)	-29%
	PAINT AND PAINTING SPL	5650	8,700			8,700	83%	0%	(8,700)	-100%
2,100	MTR VEHICLE REP. PTS/S	5700	67,886	5,061	52,575	10,250	83%	77%	(4,796)	-7%
499	COMMUNICATION REPAIR P	5750	1,000		579	421	83%	58%	(305)	-31%
	AGRICLTRL REPAIR PTS/S	5755	6,000			6,000	83%	0%	(6,000)	-100%
21,821	OTHER REPAIR/MAINT. SP	5990	25,700		22,098	3,602	83%	86%	817	3%
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25,923	**REPAIR & MAINTENANCE**		**128,286**	**5,061**	**84,039**	**39,186**	**83%**	**66%**	**(27,439)**	**-21%**
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40,433	**SUPPLIES AND EXPENSES**		**477,786**	**70,076**	**281,453**	**126,257**	**83%**	**59%**	**(140,042)**	**-29%**
	PROFESSIONAL SERVICES									
	LOT CLEARING	6018								
	MEDICAL	6027								
12,963	OTHER PROFESSIONAL SER	6049	45,000	510	40,661	3,829	83%	90%	3,793	8%
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12,963	**PROFESSIONAL SERVICE**		**45,000**	**510**	**40,661**	**3,829**	**83%**	**90%**	**3,793**	**8%**
	TRANSPORTATION									
124	TRAVEL EXPENSE	6110	4,285		1,262	3,023	83%	29%	(2,770)	-65%
	FREIGHT	6120								

			CITY OF HATTIESBURG							
	001201 - GENERAL FUND-STREET DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	MESSENGER/EXPRESS SERV	6130								
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124	**TRANSPORTATION**		**4,285**		**1,262**	**3,023**	**83%**	**29%**	**(2,770)**	**-65%**
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
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	PRINTING AND BINDING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
	ELECTRICITY	6305								
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	UTILITIES									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								
	STREETS & STRUCTURES R	6360								
	MISC PAVING	6360 01								
	VENETIAN WAY AREA	6360 02								
	S 27TH/O'FERRELL AREA	6360 03								
	W 4TH-COLUMBIA ST ARE	6360 04								
	MCINNIS LOOP/CAMBRIDG	6360 05								
	DABBS ST/MLK AREA	6360 06								
	S 40TH/BONHOMIE	6360 07								
	STANLEY/HWY 42 AREA	6360 08								
	PINE HILLS/SANDLEWOOD	6360 09								
	N 35TH/USM AREA	6360 10								
	S 36TH/MAMIE ST AREA	6360 11								
	S 34TH/MANDALAY AREA	6360 12								

			CITY OF HATTIESBURG							
	001201 - GENERAL FUND-STREET DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	S H'BURG/S CHANCELLOR	6360 13								
	BROAD ST/CAPITAL ST A	6360 14								
	MOBILE/BOUIE ST AREA	6360 15								
	CHALMETTE/WINDGATE	6360 16								
	HONEYSUCKLE/DOGWOOD	6360 17								
	ADELINE/S 16TH AREA	6360 18								
	DUMAS/FLORENCE ST ARE	6360 19								
	S 16TH/CORRINE ST ARE	6360 20								
	ACADEMY DR-BLC AIRPOR	6360 21								
	COTTAGES AT TURTLE CR	6360 22								
	CLASSIC DR/J ED TURNE	6360 23								
	E 5TH ST/E 6TH ST ARE	6360 24								
	HALL/ELIZABETH AVE	6360 25								
	MANDALAY/HILLENDALE	6360 26								
	ARLINGTON LOOP/S 34TH	6360 27								
	N. 31st Ave/HILLSIDE	6360 28								
	DWNTWN AREA VAR STS &	6360 29								
	LONG RANGE PAVING PLA	6360 99								
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	STREETS & STRUCTURE									
	FIXED EQUIPMENT R&M	6380	1,000		555	445	83%	56%	(334)	-33%
	MINOR EQUIPMENT R&M	6382	1,500		1,263	237	83%	84%	15	1%
	MOTOR VEHICLE EQ. R&M	6384	92,816	2,059	16,194	74,563	83%	17%	(73,383)	-79%
	AGRICULTURAL EQ. R&M	6387								
	COMMUNICATION EQ. R&M	6390								
	SIGN PAINTING	6396								
	TOW IN CHARGES	6398	1,200		881	320	83%	73%	(142)	-12%
	OTHER REPAIRS AND MAIN	6399								
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	REPR/MAINT-OUTSIDE L		**96,516**	**2,059**	**18,892**	**75,564**	**83%**	**20%**	**(73,845)**	**-77%**
	RENTALS									
	AUTOMOTIVE EQ. RENT	6415								
6,752	MACHINERY RENT	6420	74,000		13,504	60,497	83%	18%	(57,795)	-78%
	UNIFORM RENT	6430	5,471		5,269	202	83%	96%	851	16%
	OTHER RENT	6449	7,000			7,000	83%	0%	(7,000)	-100%
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6,752	**RENTALS**		**86,471**		**18,772**	**67,699**	**83%**	**22%**	**(63,944)**	**-74%**

			CITY OF HATTIESBURG							
	001201 - GENERAL FUND-STREET DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845	4,500		1,028	3,472	83%	23%	(3,266)	-73%
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA		**4,500**		**1,028**	**3,472**	**83%**	**23%**	**(3,266)**	**-73%**
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19,839	**OTHER SERVICES & CHAR**		**236,772**	**2,569**	**80,615**	**153,587**	**83%**	**34%**	**(140,034)**	**-59%**
	IMPROVEMENT OTHER THAN									
	BRIDGES	7210								
	SEWERS	7220								
	IND.PARK WTR/SWR IMPR	7220 03								
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	SEWERS									
	B/WAY, E. HARDY-SBA	7223								
	KAB/LANDSCAPING	7226								
	STREETS & ROADWAYS	7230								
	INDUSTRIAL PARK ROADS	7230 02								
	W.4TH-HWY 49 TO 38TH	7230 15								
	HARDY ST-MCLEOD TO 25	7230 16								
	OTHER STREET IMPR.	7230 99								
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	STREETS & ROADWAYS									
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	CONSTRUCTION EQUIPMENT	7345								
	COMMUNICATION EQUIPMEN	7355								
	PIPE	7370								
	OTHER EQUIPMENT	7399	10,438		10,438		83%	100%	2,087	20%
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	MACHINERY AND EQUIPM		**10,438**		**10,438**		**83%**	**100%**	**2,087**	**20%**
	VEHICLES									
	AUTOMOBILES	7400								

			CITY OF HATTIESBURG							
	001201 - GENERAL FUND-STREET DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	PICK UP TRUCKS	7420								
	HEAVY TRUCKS	7430								
	DUMP TRUCKS	7440								
	SPECIAL TRUCKS	7450								
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	VEHICLES									
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	CAPITAL OUTLAY		**10,438**		**10,438**		**83%**	**100%**	**2,087**	**20%**
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172,604	**EXPENDITURES**		**2,430,466**	**72,645**	**1,544,921**	**812,900**	**83%**	**64%**	**(576,560)**	**-24%**

			CITY OF HATTIESBURG							
	001202 - GENERAL FUND-STREET LIGHTS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	UTILITIES									
91,837	ELECTRICITY	6305	1,100,000		886,350	213,650	83%	81%	(36,380)	-3%
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91,837	**UTILITIES**		**1,100,000**		**886,350**	**213,650**	**83%**	**81%**	**(36,380)**	**-3%**
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91,837	**OTHER SERVICES & CHAR**		**1,100,000**		**886,350**	**213,650**	**83%**	**81%**	**(36,380)**	**-3%**
	_____									
	IMPROVEMENT OTHER THAN									
	STREET LIGHTING	7235								
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	IMPROVEMENT OTHER TH									
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	CAPITAL OUTLAY									
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91,837	**EXPENDITURES**		**1,100,000**		**886,350**	**213,650**	**83%**	**81%**	**(36,380)**	**-3%**

			CITY OF HATTIESBURG							
	001203 - GENERAL FUND-ENGR/PUBLIC SER		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
16,148	REGULAR WAGES	4000	237,170		198,387	38,783	83%	84%	894	0%
	DISASTER RECOVERY WAGE	4010			201	(201)			241	
	OVERTIME	4300	600		302	298	83%	50%	(237)	-40%
	DISASTER RECOVERY OVER	4310								
16,148	**SALARIES**		**237,770**		**198,890**	**38,880**	**83%**	**84%**	**898**	**0%**
	EMPLOYEE BENEFITS									
2,543	STATE RETIREMENT	4600	33,820		28,602	5,218	83%	85%	502	1%
1,189	F.I.C.A. TAXES	4700	18,150		14,481	3,669	83%	80%	(772)	-4%
2,328	HOSPITALIZATION INS.	4800	36,540		25,904	10,636	83%	71%	(5,455)	-15%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	8,149		8,149		83%	100%	1,629	20%
6,060	**EMPLOYEE BENEFITS**		**96,659**		**77,136**	**19,523**	**83%**	**80%**	**(4,095)**	**-4%**
22,208	**PERSONAL SERVICES**		**334,429**		**276,026**	**58,403**	**83%**	**83%**	**(3,197)**	**-1%**
	OFFICE SUPPLIES									
	PAPER	5003	840		750	90	83%	89%	60	7%
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010	1,722		1,086	636	83%	63%	(418)	-24%
	MINOR OFFICE EQUIP/FUR	5020	1,200		663	537	83%	55%	(404)	-34%
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050	241		240	1	83%	100%	47	20%
	MAPS FOR RESALE	5060								
	BOOKS	5070	500			500	83%	0%	(500)	-100%
	COMPUTER SUPPLIES	5080	4,892		4,880	12	83%	100%	964	20%
	OFFICE SUPPLIES		**9,395**		**7,619**	**1,776**	**83%**	**81%**	**(252)**	**-3%**
	OPERATING SUPPLIES									
	FOOD	5115	200		28	172	83%	14%	(166)	-83%
	MEDICAL SUPPLIES	5120								
	GAS AND OIL	5250	5,800		3,137	2,663	83%	54%	(2,035)	-35%
	LUBRICANTS	5255								

			CITY OF HATTIESBURG							
	001203 - GENERAL FUND-ENGR/PUBLIC SER		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	WEARING APPAREL	5355								
	HORT./LANDSCAPING SPLY	5440								
	MINOR EQUIPMENT	5460	2,524		2,259	265	83%	90%	186	7%
	OTHER OPERATING MATL/S	5590	183		180	3	83%	98%	33	18%
	OPERATING SUPPLIES		**8,707**		**5,604**	**3,103**	**83%**	**64%**	**(1,982)**	**-23%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	429		248	181	83%	58%	(131)	-31%
	ELECTRICAL SUPPLIES	5605	500		258	242	83%	52%	(190)	-38%
	PAINT AND PAINTING SPL	5650								
	MTR VEHICLE REP. PTS/S	5700	1,500		675	825	83%	45%	(690)	-46%
	COMMUNICATION REPAIR P	5750	150			150	83%	0%	(150)	-100%
	OTHER REPAIR/MAINT. SP	5990	519		519		83%	100%	103	20%
	REPAIR & MAINTENANCE		**3,098**		**1,701**	**1,398**	**83%**	**55%**	**(1,056)**	**-34%**
	SUPPLIES AND EXPENSES		**21,200**		**14,924**	**6,276**	**83%**	**70%**	**(3,291)**	**-16%**
	PROFESSIONAL SERVICES									
31,683	ENGINEERING	6015	397,600		250,832	146,768	83%	63%	(96,601)	-24%
	CONSULTANT SERV/SURVEY	6020	70,000			70,000	83%	0%	(70,000)	-100%
	ABSTRACTING & RECORDIN	6023								
5,585	OTHER PROFESSIONAL SER	6049	53,431		29,068	24,364	83%	54%	(18,549)	-35%
37,268	**PROFESSIONAL SERVICE**		**521,031**		**279,899**	**241,132**	**83%**	**54%**	**(185,152)**	**-36%**
	COMMUNICATIONS									
182	TELEPHONE AND TELEGRAP	6060	1,200		991	209	83%	83%	(10)	-1%
	POSTAGE	6070								
182	**COMMUNICATIONS**		**1,200**		**991**	**209**	**83%**	**83%**	**(10)**	**-1%**
	TRANSPORTATION									
(2)	TRAVEL EXPENSE	6110	3,000		1,679	1,321	83%	56%	(985)	-33%
	FREIGHT	6120	700		522	178	83%	75%	(73)	-10%
	MESSENGER/EXPRESS SERV	6130								
(2)	**TRANSPORTATION**		**3,700**		**2,201**	**1,499**	**83%**	**59%**	**(1,058)**	**-29%**
	ADVERTISING									

			CITY OF HATTIESBURG							
	001203 - GENERAL FUND-ENGR/PUBLIC SER		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
419	ADVERTISING	6150	419		419		83%	100%	83	20%
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419	**ADVERTISING**		**419**		**419**		**83%**	**100%**	**83**	**20%**
	PRINTING AND BINDING									
	PRINTING	6200								
	BLUELINES	6210								
	FILM PROCESSING	6240								
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	PRINTING AND BINDING									
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								
	SURETY AND FORGERY BON	6270								
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	INSURANCE									
	UTILITIES									
15	GAS	6300	1,553		1,082	471	83%	70%	(254)	-16%
552	ELECTRICITY	6305	5,000		3,102	1,898	83%	62%	(1,277)	-26%
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567	**UTILITIES**		**6,553**		**4,183**	**2,370**	**83%**	**64%**	**(1,533)**	**-23%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	15,947		14,538	1,409	83%	91%	1,498	9%
700	OFFICE EQUIPMENT R&M	6365	1,400		765	635	83%	55%	(482)	-34%
	MINOR EQUIPMENT R&M	6382								
	MOTOR VEHICLE EQ. R&M	6384	1,500		65	1,435	83%	4%	(1,422)	-95%
	COMMUNICATION EQ. R&M	6390	1,350			1,350	83%	0%	(1,350)	-100%
	DISINFECT./EXTERMINATI	6394	800		353	448	83%	44%	(376)	-47%
	TOW IN CHARGES	6398								
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700	**REPR/MAINT-OUTSIDE L**		**20,997**		**15,721**	**5,276**	**83%**	**75%**	**(2,131)**	**-10%**
	RENTALS									
697	OFFICE EQUIPMENT RENT	6410	4,000		3,809	191	83%	95%	570	14%
32	UNIFORM RENT	6430	500		414	86	83%	83%	(3)	-1%
	OTHER RENT	6449								
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729	**RENTALS**		**4,500**		**4,223**	**277**	**83%**	**94%**	**567**	**13%**
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840	550		125	425	83%	23%	(400)	-73%

			CITY OF HATTIESBURG							
	001203 - GENERAL FUND-ENGR/PUBLIC SER		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
235	REGISTRATION FEE/TUITI	6845	1,350		1,350		83%	100%	270	20%
	SERVICES NOT SPECIFIED	6999								
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235	**OTHER SERVICES & CHA**		**1,900**		**1,475**	**425**	**83%**	**78%**	**(130)**	**-7%**
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40,098	**OTHER SERVICES & CHAR**		**560,300**		**309,112**	**251,188**	**83%**	**55%**	**(189,365)**	**-34%**
	LAND									
	EASEMENTS	7010								
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	LAND									
	MACHINERY AND EQUIPMENT									
	ENGINEERING	7305								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	COMMUNICATION EQUIPMEN	7355								
	EMERGENCY GENERATORS	7362								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
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	VEHICLES									
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	CAPITAL OUTLAY									
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62,306	**EXPENDITURES**		**915,929**		**600,061**	**315,868**	**83%**	**66%**	**(195,855)**	**-21%**

			CITY OF HATTIESBURG							
	001204 - GENERAL FUND-SHOP DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
20,249	REGULAR WAGES	4000	306,979		219,829	87,150	83%	72%	(43,184)	-14%
	DISASTER RECOVERY WAGE	4010			7,031	(7,031)			8,437	
1,759	OVERTIME	4300	15,000		16,796	(1,796)	83%	112%	5,155	34%
	DISASTER RECOVERY OVER	4310								
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22,008	**SALARIES**		**321,979**		**243,656**	**78,323**	**83%**	**76%**	**(29,591)**	**-9%**
	EMPLOYEE BENEFITS									
3,466	STATE RETIREMENT	4600	45,915		35,073	10,842	83%	76%	(3,827)	-8%
1,610	F.I.C.A. TAXES	4700	24,640		17,877	6,763	83%	73%	(3,187)	-13%
3,492	HOSPITALIZATION INS.	4800	61,990		39,516	22,474	83%	64%	(14,570)	-24%
	UNEMPLOYMENT BENEFITS	4900	1,650		644	1,006	83%	39%	(877)	-53%
	WORKMAN'S COMPENSATION	4910	9,168		9,168		83%	100%	1,833	20%
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8,568	**EMPLOYEE BENEFITS**		**143,363**		**102,279**	**41,084**	**83%**	**71%**	**(20,628)**	**-14%**
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30,576	**PERSONAL SERVICES**		**465,342**		**345,935**	**119,407**	**83%**	**74%**	**(50,220)**	**-11%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010								
	MINOR OFFICE EQUIP/FUR	5020								
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	OFFICE SUPPLIES									
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								
	HOUSEHOLD SUPPLIES	5110								
	FOOD	5115								
	MEDICAL SUPPLIES	5120								
1,070	CHEMICALS	5130	6,000		5,994	6	83%	100%	1,192	20%
83	GAS AND OIL	5250	9,000		7,695	1,305	83%	86%	234	3%
	LUBRICANTS	5255								
	DIESEL FUEL	5257	8,000		3,598	4,402	83%	45%	(3,682)	-46%
	WEARING APPAREL	5355								

			CITY OF HATTIESBURG							
	001204 - GENERAL FUND-SHOP DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
71	HAND TOOLS	5450	1,500		584	916	83%	39%	(799)	-53%
331	MINOR EQUIPMENT	5460	6,500		4,856	1,644	83%	75%	(672)	-10%
	OTHER OPERATING MATL/S	5590	900		836	64	83%	93%	103	11%
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1,554	**OPERATING SUPPLIES**		**31,900**		**23,563**	**8,337**	**83%**	**74%**	**(3,624)**	**-11%**
	REPAIR & MAINTENANCE SP									
1,249	BUILDING MATERIALS & S	5600	2,660	60	2,271	328	83%	85%	65	2%
	ELECTRICAL SUPPLIES	5605	1,180		722	458	83%	61%	(313)	-27%
	PLUMBING SUPPLIES	5610	200		136	64	83%	68%	(36)	-18%
2,397	STRUCTURAL STEEL & IRO	5620	6,500		4,549	1,951	83%	70%	(1,041)	-16%
	PAINT AND PAINTING SPL	5650								
53	MTR VEHICLE REP. PTS/S	5700	2,000	18	1,605	377	83%	80%	(74)	-4%
	TROLLEY REPR PARTS & S	5710	485			485	83%	0%	(485)	-100%
	COMMUNICATION REPAIR P	5750	750			750	83%	0%	(750)	-100%
	EXPENDABLE WELDING SPL	5770								
435	OTHER REPAIR/MAINT. SP	5990	5,000		4,976	24	83%	100%	971	19%
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4,134	**REPAIR & MAINTENANCE**		**18,775**	**78**	**14,260**	**4,437**	**83%**	**76%**	**(1,663)**	**-9%**
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5,688	**SUPPLIES AND EXPENSES**		**50,675**	**78**	**37,823**	**12,773**	**83%**	**75%**	**(5,287)**	**-10%**
	TRANSPORTATION									
	FREIGHT	6120								
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	TRANSPORTATION									
	INSURANCE									
	BOILER MACHINERY	6260								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
24	GAS	6300	3,000		1,594	1,406	83%	53%	(1,087)	-36%
2,236	ELECTRICITY	6305	36,000		27,644	8,356	83%	77%	(2,827)	-8%
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2,259	**UTILITIES**		**39,000**		**29,238**	**9,762**	**83%**	**75%**	**(3,914)**	**-10%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								

			CITY OF HATTIESBURG							
	001204 - GENERAL FUND-SHOP DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								
	OFFICE EQUIPMENT R&M	6365	150			150	83%	0%	(150)	-100%
	FIXED EQUIPMENT R&M	6380	100			100	83%	0%	(100)	-100%
	MINOR EQUIPMENT R&M	6382	1,500			1,500	83%	0%	(1,500)	-100%
	MOTOR VEHICLE EQ. R&M	6384	2,500		1,390	1,110	83%	56%	(832)	-33%
	TROLLEY EQUIPMENT R&M	6385	1,301			1,301	83%	0%	(1,301)	-100%
	COMMUNICATION EQ. R&M	6390								
	DISINFECT./EXTERMINATI	6394								
	TOW IN CHARGES	6398								
	OTHER REPAIRS AND MAIN	6399								
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	REPR/MAINT-OUTSIDE L		**5,551**		**1,390**	**4,161**	**83%**	**25%**	**(3,883)**	**-70%**
	RENTALS									
55	CYLINDER RENT	6425	700		564	136	83%	81%	(23)	-3%
160	UNIFORM RENT	6430	2,500		1,745	755	83%	70%	(406)	-16%
	OTHER RENT	6449								
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215	**RENTALS**		**3,200**		**2,309**	**891**	**83%**	**72%**	**(429)**	**-13%**
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999	600			600	83%	0%	(600)	-100%
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	OTHER SERVICES & CHA		**600**			**600**	**83%**	**0%**	**(600)**	**-100%**
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2,475	**OTHER SERVICES & CHAR**		**48,351**		**32,936**	**15,415**	**83%**	**68%**	**(8,827)**	**-18%**
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	PUBLIC WORKS SHOP BLD	7100 05								
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	BUILDINGS									
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH									

			CITY OF HATTIESBURG							
	001204 - GENERAL FUND-SHOP DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	PLANT EQUIPMENT	7340								
	OTHER EQUIPMENT	7399	8,000			8,000	83%	0%	(8,000)	-100%
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	MACHINERY AND EQUIPM		**8,000**			**8,000**	**83%**	**0%**	**(8,000)**	**-100%**
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
	SPECIAL TRUCKS	7450								
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	VEHICLES									
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	CAPITAL OUTLAY		**8,000**			**8,000**	**83%**	**0%**	**(8,000)**	**-100%**
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38,739	**EXPENDITURES**		**572,368**	**78**	**416,695**	**155,595**	**83%**	**73%**	**(72,334)**	**-13%**

			CITY OF HATTIESBURG							
	001205 - GENERAL FUND-G O & F SDIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
16,370	REGULAR WAGES	4000	212,282		154,874	57,408	83%	73%	(26,433)	-12%
	DISASTER RECOVERY WAGE	4010			310	(310)			372	
1,307	OVERTIME	4300	6,000		3,040	2,960	83%	51%	(2,352)	-39%
	DISASTER RECOVERY OVER	4310								
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17,677	**SALARIES**		**218,282**		**158,224**	**60,058**	**83%**	**72%**	**(28,413)**	**-13%**
	EMPLOYEE BENEFITS									
2,784	STATE RETIREMENT	4600	31,130		22,826	8,304	83%	73%	(3,738)	-12%
1,322	F.I.C.A. TAXES	4700	16,705		11,827	4,878	83%	71%	(2,512)	-15%
2,716	HOSPITALIZATION INS.	4800	46,980		30,700	16,280	83%	65%	(10,140)	-22%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	1,568		1,568		83%	100%	313	20%
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6,823	**EMPLOYEE BENEFITS**		**96,383**		**66,922**	**29,461**	**83%**	**69%**	**(16,076)**	**-17%**
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24,499	**PERSONAL SERVICES**		**314,665**		**225,146**	**89,519**	**83%**	**72%**	**(44,489)**	**-14%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003	400		312	88	83%	78%	(25)	-6%
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010	1,500		1,476	24	83%	98%	271	18%
	MINOR OFFICE EQUIP/FUR	5020	650		650		83%	100%	130	20%
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070								
	COMPUTER SUPPLIES	5080								
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	OFFICE SUPPLIES		**2,550**		**2,438**	**112**	**83%**	**96%**	**375**	**15%**
	OPERATING SUPPLIES									
325	CLEANING/JANITORIAL SP	5100	2,450		2,249	201	83%	92%	248	10%
	HOUSEHOLD SUPPLIES	5110	885		858	27	83%	97%	144	16%
	MEDICAL SUPPLIES	5120	100		88	12	83%	88%	5	5%
	CHEMICALS	5130								
	DIESEL FUEL-GENERATORS	5257	9,000		1,012	7,988	83%	11%	(7,785)	-87%
	WEARING APPAREL	5355								

			CITY OF HATTIESBURG							
	001205 - GENERAL FUND-G O & F SDIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	HAND TOOLS	5450								
22	MINOR EQUIPMENT	5460	250		22	228	83%	9%	(223)	-89%
11	OTHER OPERATING MATL/S	5590	450		378	72	83%	84%	3	1%
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359	**OPERATING SUPPLIES**		**13,135**		**4,607**	**8,528**	**83%**	**35%**	**(7,606)**	**-58%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	50		32	18	83%	64%	(11)	-22%
	ELECTRICAL SUPPLIES	5605	550			550	83%	0%	(550)	-100%
	PLUMBING SUPPLIES	5610	100			100	83%	0%	(100)	-100%
	PAINT AND PAINTING SPL	5650	500	231		269	83%	0%	(500)	-100%
	COMMUNICATION REPAIR P	5750								
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	REPAIR & MAINTENANCE		**1,200**	**231**	**32**	**937**	**83%**	**3%**	**(1,161)**	**-97%**
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359	**SUPPLIES AND EXPENSES**		**16,885**	**231**	**7,077**	**9,577**	**83%**	**42%**	**(8,392)**	**-50%**
	PROFESSIONAL SERVICES									
	OTHER PROFESSIONAL SER	6049	16,955		5,242	11,713	83%	31%	(10,664)	-63%
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	PROFESSIONAL SERVICE		**16,955**		**5,242**	**11,713**	**83%**	**31%**	**(10,664)**	**-63%**
	COMMUNICATIONS									
400	TELEPHONE AND TELEGRAP	6060	2,000		1,851	149	83%	93%	221	11%
	POSTAGE	6070								
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400	**COMMUNICATIONS**		**2,000**		**1,851**	**149**	**83%**	**93%**	**221**	**11%**
	TRANSPORTATION									
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION									
	UTILITIES									
64	ELECTRICITY	6305	780		638	142	83%	82%	(14)	-2%
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64	**UTILITIES**		**780**		**638**	**142**	**83%**	**82%**	**(14)**	**-2%**
	REPR/MAINT-OUTSIDE LABO									
	OFFICE EQUIPMENT R&M	6365	750		65	685	83%	9%	(672)	-90%
	HOUSEHOLD EQUIPMENT R&	6370								

			CITY OF HATTIESBURG							
	001205 - GENERAL FUND-G O & F SDIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382								
	COMMUNICATION EQ. R&M	6390								
	DISINFECT./EXTERMINATI	6394	1,500		855	645	83%	57%	(474)	-32%
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	REPR/MAINT-OUTSIDE L		**2,250**		**920**	**1,330**	**83%**	**41%**	**(1,146)**	**-51%**
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
32	UNIFORM RENT	6430	650		558	92	83%	86%	19	3%
104	MOP-MAT-RAG RENT	6435	1,900		969	931	83%	51%	(737)	-39%
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135	**RENTALS**		**2,550**		**1,527**	**1,023**	**83%**	**60%**	**(717)**	**-28%**
	OTHER SERVICES & CHARGE									
	REGISTRATION FEE/TUITI	6845								
	LAUNDRY	6850								
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	OTHER SERVICES & CHA									
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600	**OTHER SERVICES & CHAR**		**24,535**		**10,178**	**14,357**	**83%**	**41%**	**(12,321)**	**-50%**
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	PUB.SERV./SANITA.BLDG	7100 18								
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	BUILDINGS									
	BUILDING IMPROVEMENTS	7150								
	AUTOMATED FUEL CTR-BA	7150 03								
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	OFFICE FURN/EQUIP.	7325	945		160	785	83%	17%	(753)	-80%
	DATA PROCESSING EQUIP.	7327	3,000			3,000	83%	0%	(3,000)	-100%
	FUEL FAC.SOFTWARE/EQ	7328	2,000			2,000	83%	0%	(2,000)	-100%
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			CITY OF HATTIESBURG							
	001205 - GENERAL FUND-G O & F SDIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	MACHINERY AND EQUIPM		**5,945**		**160**	**5,785**	**83%**	**3%**	**(5,753)**	**-97%**
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	CAPITAL OUTLAY		**5,945**		**160**	**5,785**	**83%**	**3%**	**(5,753)**	**-97%**
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25,458	**EXPENDITURES**		**362,030**	**231**	**242,561**	**119,238**	**83%**	**67%**	**(70,956)**	**-20%**

			CITY OF HATTIESBURG							
	001206 - GENERAL FUND-DRAINAGEDIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
8,640	REGULAR WAGES	4000	112,323		91,803	20,520	83%	82%	(2,159)	-2%
	DISASTER RECOVERY WAGE	4010			2,046	(2,046)			2,455	
1,111	OVERTIME	4300	1,500		5,029	(3,529)	83%	335%	4,534	302%
	DISASTER RECOVERY OVER	4310								
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9,751	**SALARIES**		**113,823**		**98,879**	**14,944**	**83%**	**87%**	**4,831**	**4%**
	EMPLOYEE BENEFITS									
1,536	STATE RETIREMENT	4600	16,235		14,245	1,990	83%	88%	859	5%
738	F.I.C.A. TAXES	4700	8,710		7,488	1,222	83%	86%	275	3%
1,940	HOSPITALIZATION INS.	4800	26,100		20,720	5,380	83%	79%	(1,236)	-5%
	UNEMPLOYMENT BENEFITS	4900	1,000		204-	1,204	83%	20%	(755)	-76%
	WORKMAN'S COMPENSATION	4910	6,720		6,720		83%	100%	1,344	20%
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4,214	**EMPLOYEE BENEFITS**		**58,765**		**48,970**	**9,795**	**83%**	**83%**	**(1)**	**0%**
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13,966	**PERSONAL SERVICES**		**172,588**		**147,848**	**24,740**	**83%**	**86%**	**4,829**	**3%**
	OPERATING SUPPLIES									
	CHEMICALS	5130								
	GAS AND OIL	5250	5,500		2,212	3,288	83%	40%	(2,845)	-52%
	LUBRICANTS	5255								
	DIESEL FUEL	5257	1,500			1,500	83%	0%	(1,500)	-100%
	WEARING APPAREL	5355	976		476	501	83%	49%	(404)	-41%
	CONCRETE, CEMENT, ETC.	5405	19,000		5,947	13,053	83%	31%	(11,863)	-62%
	BRICK,STONE,MORTAR,ETC	5410	4,200		4,858	(658)	83%	116%	1,629	39%
	SAND,CLAY,GRVL,FILL DI	5415	12,350		10,472	1,878	83%	85%	216	2%
	DRAINAGE PIPE & CULVER	5420	28,000	6,348	18,463	3,189	83%	66%	(5,844)	-21%
	HORT./LANDSCAPING SPLY	5440								
	HAND TOOLS	5450	1,000			1,000	83%	0%	(1,000)	-100%
799	MINOR EQUIPMENT	5460	1,200		1,072	128	83%	89%	86	7%
1,236	OTHER OPERATING MATL/S	5590	2,000		1,466	534	83%	73%	(240)	-12%
	OTHER OPER.MATL-BROWNS	5591								
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2,034	**OPERATING SUPPLIES**		**75,726**	**6,348**	**44,965**	**24,413**	**83%**	**59%**	**(21,768)**	**-29%**

			CITY OF HATTIESBURG							
	001206 - GENERAL FUND-DRAINAGEDIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	REPAIR & MAINTENANCE SP									
	STRUCTURAL STEEL & IRO	5620								
	MTR VEHICLE REP. PTS/S	5700	2,000		2	1,998	83%	0%	(1,997)	-100%
	COMMUNICATION REPAIR P	5750								
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	REPAIR & MAINTENANCE		**2,000**		**2**	**1,998**	**83%**	**0%**	**(1,997)**	**-100%**
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2,034	**SUPPLIES AND EXPENSES**		**77,726**	**6,348**	**44,967**	**26,411**	**83%**	**58%**	**(23,765)**	**-31%**
	PROFESSIONAL SERVICES									
	CONSULTANT SERV-BROWNS	6020								
14,888	OTHER PROFESSIONAL SER	6049	30,000		7,093	22,907	83%	24%	(21,488)	-72%
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14,888	**PROFESSIONAL SERVICE**		**30,000**		**7,093**	**22,907**	**83%**	**24%**	**(21,488)**	**-72%**
	TRANSPORTATION									
	TRVL EXP-BROWNSFIELD P	6116								
	FREIGHT	6120								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
	ELECTRICITY	6305								
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	UTILITIES									
	REPR/MAINT-OUTSIDE LABO									
	STREETS & STRUCTURES R	6360	400,000	143,530	252,284	4,186	83%	63%	(97,259)	-24%
	MOTOR VEHICLE EQ. R&M	6384	5,000			5,000	83%	0%	(5,000)	-100%
	COMMUNICATION EQ. R&M	6390								
	TOW IN CHARGES	6398	200			200	83%	0%	(200)	-100%
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			CITY OF HATTIESBURG							
	001206 - GENERAL FUND-DRAINAGEDIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	REPR/MAINT-OUTSIDE L		**405,200**	**143,530**	**252,284**	**9,386**	**83%**	**62%**	**(102,459)**	**-25%**
	RENTALS									
	MACHINERY RENT	6420								
	UNIFORM RENT	6430	800		788	12	83%	99%	145	18%
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	RENTALS		**800**		**788**	**12**	**83%**	**99%**	**145**	**18%**
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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14,888	**OTHER SERVICES & CHAR**		**436,000**	**143,530**	**260,165**	**32,305**	**83%**	**60%**	**(123,802)**	**-28%**
	_____									
	LAND									
	EASEMENTS	7010								
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	LAND									
	IMPROVEMENT OTHER THAN									
	DRAINS	7215								
	NRCS EROSION CONTROL	7215 01	790,850		215,003	575,847	83%	27%	(532,846)	-67%
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	DRAINS		**790,850**		**215,003**	**575,847**	**83%**	**27%**	**(532,846)**	**-67%**
	OTHER IMPROVEMENTS	7295	100,000	100,000			83%	0%	(100,000)	-100%
	MISC. PROJECTS	7296								
	ENVIRON PROJ-KERR MAG	7296 01								
	ENVIRON PROJ-MS TANK	7296 02								
	NCBM-BROWNFIELDS STUD	7296 03								
	ENVIRON PROJ-BROWNSFI	7296 04								
	DEQ-CREEK BANK-RIVER	7296 05								
	CREEK - LILLIE BURNEY	7296 06	37,000		17,960	19,040	83%	49%	(15,448)	-42%
	CREEK - DEPOT BAKERY	7296 07	7,000		2,842	4,158	83%	41%	(3,589)	-51%
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	MISC. PROJECTS		**44,000**		**20,802**	**23,198**	**83%**	**47%**	**(19,037)**	**-43%**
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	IMPROVEMENT OTHER TH		**934,850**	**100,000**	**235,805**	**599,045**	**83%**	**25%**	**(651,884)**	**-70%**
	MACHINERY AND EQUIPMENT									
	DP EQUIP-BROWNSFIELD P	7324								

			CITY OF HATTIESBURG							
	001206 - GENERAL FUND-DRAINAGEDIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	CONSTRUCTION EQUIPMENT	7345								
	PIPE	7370								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	PICK UP TRUCKS	7420								
	DUMP TRUCKS	7440								
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	VEHICLES									
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	CAPITAL OUTLAY		**934,850**	**100,000**	**235,805**	**599,045**	**83%**	**25%**	**(651,884)**	**-70%**
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30,887	**EXPENDITURES**		**1,621,164**	**249,878**	**688,786**	**682,500**	**83%**	**42%**	**(794,620)**	**-49%**

			CITY OF HATTIESBURG							
	001207 - GENERAL FUND-CONSTRUCTION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
32,841	REGULAR WAGES	4000	425,759		326,553	99,206	83%	77%	(33,895)	-8%
	DISASTER RECOVERY WAGE	4010			798	(798)			957	
61	OVERTIME	4300	8,000		5,607	2,393	83%	70%	(1,271)	-16%
	DISASTER RECOVERY OVER	4310								
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32,902	**SALARIES**		**433,759**		**332,958**	**100,801**	**83%**	**77%**	**(34,209)**	**-8%**
	EMPLOYEE BENEFITS									
5,182	STATE RETIREMENT	4600	61,855		47,970	13,885	83%	78%	(4,291)	-7%
2,382	F.I.C.A. TAXES	4700	33,185		24,242	8,943	83%	73%	(4,094)	-12%
5,820	HOSPITALIZATION INS.	4800	83,520		57,892	25,628	83%	69%	(14,049)	-17%
	UNEMPLOYMENT BENEFITS	4900	2,500			2,500	83%	0%	(2,500)	-100%
	WORKMAN'S COMPENSATION	4910	39,639		39,639		83%	100%	7,927	20%
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13,384	**EMPLOYEE BENEFITS**		**220,699**		**169,743**	**50,956**	**83%**	**77%**	**(17,007)**	**-8%**
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46,286	**PERSONAL SERVICES**		**654,458**		**502,701**	**151,757**	**83%**	**77%**	**(51,216)**	**-8%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010								
	MINOR OFFICE EQUIP/FUR	5020	800		750	50	83%	94%	100	13%
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070	150		150		83%	100%	30	20%
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	OFFICE SUPPLIES		**950**		**900**	**50**	**83%**	**95%**	**130**	**14%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								
	CHEMICALS	5130	150			150	83%	0%	(150)	-100%
	GAS AND OIL	5250	21,150		14,069	7,081	83%	67%	(4,267)	-20%
	LUBRICANTS	5255	400			400	83%	0%	(400)	-100%
	DIESEL FUEL	5257	1,200		195	1,005	83%	16%	(966)	-81%
272	WEARING APPAREL	5355	800		664	136	83%	83%	(3)	0%
	CONCRETE, CEMENT, ETC.	5405	150			150	83%	0%	(150)	-100%

			CITY OF HATTIESBURG							
	001207 - GENERAL FUND-CONSTRUCTION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SAND,CLAY,GRVL,FILL DI	5415								
	DRAINAGE PIPE & CULVER	5420								
	HORT./LANDSCAPING SPLY	5440								
	HAND TOOLS	5450	9,100	460	7,547	1,093	83%	83%	(43)	0%
	MINOR EQUIPMENT	5460	5,900	499	2,709	2,693	83%	46%	(2,649)	-45%
	TRAFFIC SIGNS	5545	100			100	83%	0%	(100)	-100%
65	OTHER OPERATING MATL/S	5590	5,000		3,311	1,689	83%	66%	(1,026)	-21%
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336	**OPERATING SUPPLIES**		**43,950**	**959**	**28,495**	**14,496**	**83%**	**65%**	**(9,756)**	**-22%**
	REPAIR & MAINTENANCE SP									
5,280	BUILDING MATERIALS & S	5600	10,800		9,380	1,420	83%	87%	456	4%
285	ELECTRICAL SUPPLIES	5605	15,300		13,068	2,232	83%	85%	381	2%
165	PLUMBING SUPPLIES	5610	3,000		2,263	737	83%	75%	(284)	-9%
	STRUCTURAL STEEL & IRO	5620	250			250	83%	0%	(250)	-100%
408	PAINT AND PAINTING SPL	5650	1,200		974	226	83%	81%	(31)	-3%
47	MTR VEHICLE REP. PTS/S	5700	3,000	47	2,307	646	83%	77%	(231)	-8%
	GENERATOR REP. PTS/SPL	5705								
	COMMUNICATION REPAIR P	5750	500			500	83%	0%	(500)	-100%
	AGRICLTRL REPAIR PTS/S	5755	1,300		559	741	83%	43%	(629)	-48%
	EXPENDABLE WELDING SPL	5770	500			(500)	83%	0%	(500)	-100%
368	OTHER REPAIR/MAINT. SP	5990	3,384	343	2,980	61	83%	88%	192	6%
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6,553	**REPAIR & MAINTENANCE**		**38,234**	**390**	**31,532**	**6,312**	**83%**	**82%**	**(395)**	**-1%**
	REPR PARTS/SUPPLIES									
	REPR/MAINT SPL-EATON S	5991 01	300			300	83%	0%	(300)	-100%
3,700	REPR/MAINT SPL-DOWNTOW	5991 02	102,153	27,574	78,894	(4,315)	83%	77%	(7,480)	-7%
	REPR SPLY-STORMS	5995								
	8/29/05-HURRICANE KAT	5995 01								
	9/1/08-HURRICANE GUST	5995 02								
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	REPR SPLY-STORMS									
	8/29/05 STORM SUPPLIES	5996								
	8/29 CHEMICALS PW8226	5996 01								
	8/29 ALLIED BLD PW340	5996 02								
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	8/29/05 STORM SUPPL									
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			CITY OF HATTIESBURG							
	001207 - GENERAL FUND-CONSTRUCTION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
3,700	**REPR PARTS/SUPPLIES**		**102,453**	**27,574**	**78,894**	**(4,015)**	**83%**	**77%**	**(7,780)**	**-8%**
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10,589	**SUPPLIES AND EXPENSES**		**185,587**	**28,923**	**139,821**	**16,843**	**83%**	**75%**	**(17,801)**	**-10%**
	PROFESSIONAL SERVICES									
	DEMOLITION	6013								
	ENGINEERING	6015								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									
298	TELEPHONE AND TELEGRAP	6060	1,640		1,667	(27)	83%	102%	360	22%
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298	**COMMUNICATIONS**		**1,640**		**1,667**	**(27)**	**83%**	**102%**	**360**	**22%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	FREIGHT	6120								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
	GAS	6300								
68	ELECTRICITY	6305	1,500		899	601	83%	60%	(421)	-28%
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68	**UTILITIES**		**1,500**		**899**	**601**	**83%**	**60%**	**(421)**	**-28%**
	REPR/MAINT-OUTSIDE LABO									
	8/29/05 FACILITY REPRS	6351								
	8/29 TEMP ROOFS PW733	6351 01								
	8/29 ZOO ED CTR PW342	6351 02								
	8/29 AIRPORT PW2275	6351 03								
	8/29 ZOO GAZEBO PW194	6351 04								

			CITY OF HATTIESBURG							
	001207 - GENERAL FUND-CONSTRUCTION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	8/29 TRAIN DEP.PW1166	6351 05								
	8/29 BURGR ROOF PW510	6351 06								
	8/29 AIRPORT PW6184	6351 07								
	8/29 P&F TRNG PW5158	6351 08								
	8/29 MAIN ROOF PW4465	6351 09								
	8/29 CONCESS RF PW447	6351 10								
	8/29 P&F TRNG PW5136	6351 11								
	8/29 SEWERS PW220	6351 12								
	8/29 WATER PW6379	6351 13								
	8/29 PLT 2 PW3427	6351 14								
	8/29 HPD PW474	6351 15								
	8/29 FIRE STA PW8294	6351 16								
	8/29 DAHMER PW1298	6351 17								
	8/29 DAHMER PW738	6351 18								
	8/29 DAHMER PW1269	6351 19								
	8/29 FIRE STA#8 PW444	6351 20								
	8/29 SOFTBALL PW736	6351 21								
	8/29 CAMERON FL PW730	6351 22								
	8/29 GARDEN CTR PW176	6351 23								
	8/29 AIRPORT PW3411	6351 24								
	8/29 AIRPORT PW3459	6351 25								
	8/29 CITY HALL PW1325	6351 26								
	8/29 LAGOON PW712	6351 27								
	8/29 TIMBERTON PW719	6351 28								
	8/29 HIGHLAND PW717	6351 29								
	8/29 TENNIS ROOF PW72	6351 30								
	8/29 AVIARY EXH PW742	6351 31								
	8/29 P&F ACA RF PW419	6351 32								
	8/29 COMPUTER6259/512	6351 33								
	8/29 WTR/SWR PW5492	6351 34								
	8/29 ROOF5492/295/117	6351 35								
	8/29 SPILLWAY PW7763	6351 36								
	8/29 PUB SER FAC PW48	6351 37								
	8/29 TRAF/CONST PW790	6351 38								
	8/29 CUL CTR RF PW332	6351 39								
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	8/29/05 FACILITY RE									

			CITY OF HATTIESBURG							
	001207 - GENERAL FUND-CONSTRUCTION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	8/29/05 STORM REPAIRS	6353								
	8/29/05 INFRAST REPRS	6354								
	8/29 TREE HAZ PW4667	6354 01								
	8/29 ROE PW 4667	6354 02								
	8/29 TRAFFIC SIGNS,SI	6354 03								
	8/29 NRCS DITCH CLEAR	6354 04								
	8/29 STREET REPAIRS	6354 05								
	8/29 LAGOON REPR WORK	6354 06								
	8/29 DEBRIS REMOVAL	6354 07								
	8/29 EMER SIGN INV &	6354 08								
	8/29 ROAD ASSESS & EN	6354 09								
	8/29 TRAF SIGNS PW508	6354 10								
	8/29 GENERATRS PW225-	6354 11								
	8/29 GENERATORS PW701	6354 12								
	8/29 BANK STABL PWXXX	6354 13								
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	8/29/05 INFRAST REP									
	STREETS & STRUCTURES R	6360								
	OFFICE EQUIPMENT R&M	6365								
	MINOR EQUIPMENT R&M	6382	1,700		286	1,414	83%	17%	(1,356)	-80%
2,414	GENERATOR R&M	6383	117,717	76,064	39,502	2,151	83%	34%	(70,314)	-60%
736	MOTOR VEHICLE EQ. R&M	6384	6,900	564	6,101	235	83%	88%	421	6%
(103)	AGRICULTURAL EQ. R&M	6387	1,000			1,000	83%	0%	(1,000)	-100%
85	COMMUNICATION EQ. R&M	6390	1,000		779	221	83%	78%	(65)	-7%
	DOWNTOWN LIGHTS R&M	6391	1,300			1,300	83%	0%	(1,300)	-100%
	DISINFECT./EXTERMINATI	6394	400		249	151	83%	62%	(101)	-25%
	REPRS/MAINT-EATON SCHL	6395								
	TOW IN CHARGES	6398	300		126	174	83%	42%	(148)	-49%
	OTHER REPAIRS AND MAIN	6399	2,454		1,098	1,356	83%	45%	(1,136)	-46%
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3,131	**REPR/MAINT-OUTSIDE L**		**132,771**	**76,628**	**48,141**	**8,001**	**83%**	**36%**	**(75,001)**	**-56%**
	RENTALS									
	LAND RENT	6400								
	MACHINERY RENT	6420	261			261	83%	0%	(261)	-100%
17	CYLINDER RENT	6425	200		174	26	83%	87%	8	4%
213	UNIFORM RENT	6430	2,500		1,963	537	83%	79%	(144)	-6%
26	OTHER RENT	6449	700		229	471	83%	33%	(425)	-61%

			CITY OF HATTIESBURG							
	001207 - GENERAL FUND-CONSTRUCTION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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256	**RENTALS**		**3,661**		**2,365**	**1,296**	**83%**	**65%**	**(823)**	**-22%**
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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3,752	**OTHER SERVICES & CHAR**		**139,572**	**76,628**	**53,073**	**9,871**	**83%**	**38%**	**(75,884)**	**-54%**
	_____									
	LAND									
	EASEMENTS	7010								
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	LAND									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	EUREKA SCHOOL	7100 03								
	BURGER BUILDING	7100 04								
	SAFE ROOMS-MEMA GRANT	7100 25								
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	BUILDINGS									
	BUILDING IMPROVEMENTS	7150								
	STORAGE BUILDING	7150 33								
	EATON SCHL ROOF/CLG P	7150 38								
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	DRAINS	7215								
	OTHER IMPROVEMENTS	7295								
1,200	EAST JERUSALEM COMM C	7295 07	44,500		2,355	42,145	83%	5%	(41,674)	-94%
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1,200	**OTHER IMPROVEMENTS**		**44,500**		**2,355**	**42,145**	**83%**	**5%**	**(41,674)**	**-94%**
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1,200	**IMPROVEMENT OTHER TH**		**44,500**		**2,355**	**42,145**	**83%**	**5%**	**(41,674)**	**-94%**

			CITY OF HATTIESBURG							
	001207 - GENERAL FUND-CONSTRUCTION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	MACHINERY AND EQUIPMENT									
	8/29/05 STORM EQUIP	7302								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	AGRICULTURAL EQUIPMENT	7335								
	CONSTRUCTION EQUIPMENT	7345								
	COMMUNICATION EQUIPMEN	7355								
	PIPE	7370								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420	18,000		17,957	43	83%	100%	3,548	20%
	DUMP TRUCKS	7440								
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	VEHICLES		**18,000**		**17,957**	**43**	**83%**	**100%**	**3,548**	**20%**
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1,200	**CAPITAL OUTLAY**		**62,500**		**20,312**	**42,188**	**83%**	**32%**	**(38,125)**	**-61%**
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61,826	**EXPENDITURES**		**1,042,117**	**105,551**	**715,906**	**220,659**	**83%**	**69%**	**(183,029)**	**-18%**

			CITY OF HATTIESBURG							
	001220 - GENERAL FUND-SANITATION DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
51,243	REGULAR WAGES	4000	748,779		576,821	171,958	83%	77%	(56,593)	-8%
	DISASTER RECOVERY WAGE	4010			15,211	(15,211)			18,253	
2,695	OVERTIME	4300	45,000		44,865	135	83%	100%	8,838	20%
	DISASTER RECOVERY OVER	4310								
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53,937	**SALARIES**		**793,779**		**636,898**	**156,881**	**83%**	**80%**	**(29,501)**	**-4%**
	EMPLOYEE BENEFITS									
8,495	STATE RETIREMENT	4600	110,345		91,626	18,719	83%	83%	(393)	0%
4,059	F.I.C.A. TAXES	4700	59,195		47,980	11,215	83%	81%	(1,619)	-3%
11,645	HOSPITALIZATION INS.	4800	177,480		131,898	45,582	83%	74%	(19,202)	-11%
	UNEMPLOYMENT BENEFITS	4900	9,000			9,000	83%	0%	(9,000)	-100%
	WORKMAN'S COMPENSATION	4910	82,689		82,689		83%	100%	16,537	20%
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24,199	**EMPLOYEE BENEFITS**		**438,709**		**354,192**	**84,517**	**83%**	**81%**	**(13,678)**	**-3%**
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78,136	**PERSONAL SERVICES**		**1,232,488**		**991,090**	**241,398**	**83%**	**80%**	**(43,180)**	**-4%**
	_____									
	OFFICE SUPPLIES									
2	OTHER EXPENDABLE OFF.S	5010	800		697	103	83%	87%	36	5%
	MINOR OFFICE EQUIP/FUR	5020	100		86	14	83%	86%	3	3%
	BOOKS	5070								
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2	**OFFICE SUPPLIES**		**900**		**783**	**117**	**83%**	**87%**	**39**	**4%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100	1,700		1,691	9	83%	99%	329	19%
	HOUSEHOLD SUPPLIES	5110	1,116	945	116	55	83%	10%	(976)	-87%
	FOOD	5115								
	MEDICAL SUPPLIES	5120								
	CHEMICALS	5130	1,000			1,000	83%	0%	(1,000)	-100%
	GAS AND OIL	5250	31,390		10,103	21,287	83%	32%	(19,266)	-61%
	NATURAL GAS FUEL	5252								
	LUBRICANTS	5255	3,000		2,550	450	83%	85%	60	2%
	DIESEL FUEL	5257	185,000		101,580	83,420	83%	55%	(63,104)	-34%
	WEARING APPAREL	5355	985		485	500	83%	49%	(403)	-41%

			CITY OF HATTIESBURG							
	001220 - GENERAL FUND-SANITATION DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	CONCRETE, CEMENT, ETC.	5405								
	HORT./LANDSCAPING SPLY	5440								
	HAND TOOLS	5450	1,500		585	915	83%	39%	(798)	-53%
320	MINOR EQUIPMENT	5460	3,000	395	2,483	122	83%	83%	(20)	-1%
850	OTHER OPERATING MATL/S	5590	5,000	30	4,924	46	83%	98%	908	18%
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1,170	**OPERATING SUPPLIES**		**233,691**	**1,370**	**124,517**	**107,804**	**83%**	**53%**	**(84,270)**	**-36%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	3,000		2,024	976	83%	67%	(571)	-19%
	ELECTRICAL SUPPLIES	5605			181	(181)			217	
	PLUMBING SUPPLIES	5610	100			100	83%	0%	(100)	-100%
	STRUCTURAL STEEL & IRO	5620	1,500			1,500	83%	0%	(1,500)	-100%
	PAINT AND PAINTING SPL	5650								
14,763	MTR VEHICLE REP. PTS/S	5700	108,713	2,871	100,421	5,421	83%	92%	11,792	11%
	COMMUNICATION REPAIR P	5750	150		135	15	83%	90%	12	8%
	EXPENDABLE WELDING SPL	5770								
	MINOR COMPUTER EQUIP.	5800								
	OTHER REPAIR/MAINT. SP	5990								
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14,763	**REPAIR & MAINTENANCE**		**113,463**	**2,871**	**102,761**	**7,831**	**83%**	**91%**	**9,850**	**9%**
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15,935	**SUPPLIES AND EXPENSES**		**348,054**	**4,241**	**228,062**	**115,751**	**83%**	**66%**	**(74,379)**	**-21%**
	_____									
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
	CONSULTANT SERV/SURVEY	6020								
623	OTHER PROFESSIONAL SER	6049	330,200	250	328,866	1,084	83%	100%	64,439	20%
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623	**PROFESSIONAL SERVICE**		**330,200**	**250**	**328,866**	**1,084**	**83%**	**100%**	**64,439**	**20%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	POSTAGE	6070								
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	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	115		25	90	83%	22%	(85)	-74%
	FREIGHT	6120								

			CITY OF HATTIESBURG							
	001220 - GENERAL FUND-SANITATION DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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	TRANSPORTATION		**115**		**25**	**90**	**83%**	**22%**	**(85)**	**-74%**
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	FILM PROCESSING	6240								
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	PRINTING AND BINDING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
688	ELECTRICITY	6305	5,500		5,709	(209)	83%	104%	1,350	25%
	WATER	6315								
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688	**UTILITIES**		**5,500**		**5,709**	**(209)**	**83%**	**104%**	**1,350**	**25%**
	REPR/MAINT-OUTSIDE LABO									
	PLUMBING EQUIPMENT R&M	6357								
	OFFICE EQUIPMENT R&M	6365								
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382								
5,325	MOTOR VEHICLE EQ. R&M	6384	99,000	4,563	26,931	67,506	83%	27%	(66,682)	-67%
	COMMUNICATION EQ. R&M	6390								
800	TOW IN CHARGES	6398	4,800	250	4,175	375	83%	87%	210	4%
	OTHER REPAIRS AND MAIN	6399	1,150		125	1,026	83%	11%	(1,000)	-87%
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6,125	**REPR/MAINT-OUTSIDE L**		**104,950**	**4,813**	**31,231**	**68,906**	**83%**	**30%**	**(67,472)**	**-64%**
	RENTALS									
	LAND RENT	6400								
1,215	UNIFORM RENT	6430	15,500		6,374	9,126	83%	41%	(7,851)	-51%
70	MOP-MAT-RAG RENT	6435	800		758	42	83%	95%	109	14%
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1,284	**RENTALS**		**16,300**		**7,132**	**9,168**	**83%**	**44%**	**(7,741)**	**-47%**

			CITY OF HATTIESBURG							
	001220 - GENERAL FUND-SANITATION DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OTHER SERVICES & CHARGE									
95,449	TIPPING FEES	6880	859,550		776,955	82,595	83%	90%	72,796	8%
	TIPPING/DISPOSAL OTHER	6885	70,000		64,633	5,367	83%	92%	7,559	11%
24,408	RECYCLING FEES	6890	304,000		244,875	59,125	83%	81%	(10,150)	-3%
	SERVICES NOT SPECIFIED	6999								
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119,857	**OTHER SERVICES & CHA**		**1,233,550**		**1,086,463**	**147,087**	**83%**	**88%**	**70,205**	**6%**
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128,578	**OTHER SERVICES & CHAR**		**1,690,615**	**5,063**	**1,459,425**	**226,127**	**83%**	**86%**	**60,695**	**4%**
	LAND									
	LEASEHOLDS	7020								
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	LAND									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	PUB.SERV./SANITA.BLDG	7100 18								
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	BUILDINGS									
	BUILDING IMPROVEMENTS	7150								
	PUB.SERV./SANITA.BLDG	7150 38								
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	BUILDING IMPROVEMEN									
---			---	---	---	---	---	---	---	---
	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	PLANT EQUIPMENT	7340								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									

			CITY OF HATTIESBURG							
	001220 - GENERAL FUND-SANITATION DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	PICK UP TRUCKS	7420								
	HEAVY TRUCKS	7430								
	SANITATION TRUCKS	7460								
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	VEHICLES									
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	CAPITAL OUTLAY									
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222,649	**EXPENDITURES**		**3,271,157**	**9,304**	**2,678,577**	**583,276**	**83%**	**82%**	**(56,864)**	**-2%**

			CITY OF HATTIESBURG							
	001221 - GENERAL FUND-STREET CLEANING		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
3,208	REGULAR WAGES	4000	40,660		33,765	6,895	83%	83%	(142)	0%
	DISASTER RECOVERY WAGE	4010			1,439	(1,439)			1,726	
113	OVERTIME	4300	4,000		2,329	1,671	83%	58%	(1,205)	-30%
	DISASTER RECOVERY OVER	4310								
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3,321	**SALARIES**		**44,660**		**37,533**	**7,127**	**83%**	**84%**	**379**	**1%**
	EMPLOYEE BENEFITS									
523	STATE RETIREMENT	4600	6,310		5,402	908	83%	86%	172	3%
249	F.I.C.A. TAXES	4700	3,590		2,817	773	83%	78%	(209)	-6%
776	HOSPITALIZATION INS.	4800	10,440		8,288	2,152	83%	79%	(494)	-5%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	2,007		2,007		83%	100%	401	20%
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1,548	**EMPLOYEE BENEFITS**		**22,347**		**18,513**	**3,834**	**83%**	**83%**	**(131)**	**-1%**
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4,868	**PERSONAL SERVICES**		**67,007**		**56,046**	**10,961**	**83%**	**84%**	**248**	**0%**
	_____									
	OPERATING SUPPLIES									
	GAS AND OIL	5250	1,500			1,500	83%	0%	(1,500)	-100%
	LUBRICANTS	5255	300			300	83%	0%	(300)	-100%
	DIESEL FUEL	5257	6,500		3,116	3,384	83%	48%	(2,760)	-42%
	WEARING APPAREL	5355								
	HAND TOOLS	5450								
	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590								
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	OPERATING SUPPLIES		**8,300**		**3,116**	**5,184**	**83%**	**38%**	**(4,560)**	**-55%**
	REPAIR & MAINTENANCE SP									
	PAINT AND PAINTING SPL	5650								
	MTR VEHICLE REP. PTS/S	5700	16,500		9,165	7,335	83%	56%	(5,502)	-33%
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	REPAIR & MAINTENANCE		**16,500**		**9,165**	**7,335**	**83%**	**56%**	**(5,502)**	**-33%**
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	SUPPLIES AND EXPENSES		**24,800**		**12,280**	**12,520**	**83%**	**50%**	**(10,064)**	**-41%**

			CITY OF HATTIESBURG							
	001221 - GENERAL FUND-STREET CLEANING		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	TRANSPORTATION									
	FREIGHT	6120								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	MOTOR VEHICLE EQ. R&M	6384	10,000	5,000		5,000	83%	0%	(10,000)	-100%
	COMMUNICATION EQ. R&M	6390								
	TOW IN CHARGES	6398	250		250		83%	100%	50	20%
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	REPR/MAINT-OUTSIDE L		**10,250**	**5,000**	**250**	**5,000**	**83%**	**2%**	**(9,950)**	**-97%**
	RENTALS									
	UNIFORM RENT	6430	850		778	72	83%	92%	83	10%
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	RENTALS		**850**		**778**	**72**	**83%**	**92%**	**83**	**10%**
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR		**11,100**	**5,000**	**1,028**	**5,072**	**83%**	**9%**	**(9,866)**	**-89%**
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	PUB.SERV./SANITA.BLDG	7100 18								
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	BUILDINGS									
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			CITY OF HATTIESBURG							
	001221 - GENERAL FUND-STREET CLEANING		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	BUILDING/BLD IMPROVE									
	VEHICLES									
	PICK UP TRUCKS	7420								
	HEAVY TRUCKS	7430								
	SPECIAL TRUCKS	7450	204,793		204,793		83%	100%	40,958	20%
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	VEHICLES		**204,793**		**204,793**		**83%**	**100%**	**40,958**	**20%**
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	CAPITAL OUTLAY		**204,793**		**204,793**		**83%**	**100%**	**40,958**	**20%**
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4,868	**EXPENDITURES**		**307,700**	**5,000**	**274,147**	**28,553**	**83%**	**89%**	**21,276**	**7%**

			CITY OF HATTIESBURG							
	001250 - GENERAL FUND-HEALTH DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
18,675	REGULAR WAGES	4000	265,719		200,720	64,999	83%	76%	(24,855)	-9%
	DISASTER RECOVERY WAGE	4010			2,502	(2,502)			3,002	
1,585	OVERTIME	4300	7,700		8,652	(952)	83%	112%	2,682	35%
	DISASTER RECOVERY OVER	4310								
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20,260	**SALARIES**		**273,419**		**211,874**	**61,545**	**83%**	**77%**	**(19,170)**	**-7%**
	EMPLOYEE BENEFITS									
3,191	STATE RETIREMENT	4600	38,750		30,515	8,235	83%	79%	(2,132)	-6%
1,525	F.I.C.A. TAXES	4700	20,795		15,957	4,838	83%	77%	(1,646)	-8%
3,880	HOSPITALIZATION INS.	4800	62,640		43,396	19,244	83%	69%	(10,564)	-17%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	13,110		13,110		83%	100%	2,622	20%
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8,596	**EMPLOYEE BENEFITS**		**135,295**		**102,978**	**32,317**	**83%**	**76%**	**(11,721)**	**-9%**
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28,856	**PERSONAL SERVICES**		**408,714**		**314,852**	**93,862**	**83%**	**77%**	**(30,891)**	**-8%**
	_____									
	OFFICE SUPPLIES									
	OTHER EXPENDABLE OFF.S	5010								
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	OFFICE SUPPLIES									
	OPERATING SUPPLIES									
	MEDICAL SUPPLIES	5120								
8,793	CHEMICALS	5130	99,000	32,150	47,655	19,195	83%	48%	(41,814)	-42%
	CHEMICALS-MOSQUITO GRA	5135								
	GAS AND OIL	5250	22,500		13,987	8,513	83%	62%	(5,715)	-25%
	LUBRICANTS	5255								
	DIESEL FUEL	5257	4,500		2,637	1,863	83%	59%	(1,335)	-30%
	OTHER FUEL	5260								
	WEARING APPAREL	5355	1,367		667	700	83%	49%	(566)	-41%
350	HAND TOOLS	5450	6,700	2,750	350	3,600	83%	5%	(6,280)	-94%
	MINOR EQUIPMENT	5460	4,241	336	3,716	189	83%	88%	218	5%
	HAZ.MAT SUP-DOMESTIC P	5466								
	OTHER OPERATING MATL/S	5590	1,698	91	414	1,194	83%	24%	(1,201)	-71%

			CITY OF HATTIESBURG							
	001250 - GENERAL FUND-HEALTH DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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9,143	**OPERATING SUPPLIES**		**140,006**	**35,327**	**69,426**	**35,254**	**83%**	**50%**	**(56,694)**	**-40%**
	REPAIR & MAINTENANCE SP									
	ELECTRICAL SUPPLIES	5605								
	PLUMBING SUPPLIES	5610								
	PAINT AND PAINTING SPL	5650								
139	MTR VEHICLE REP. PTS/S	5700	3,700	315	2,818	567	83%	76%	(318)	-9%
	COMMUNICATION REPAIR P	5750								
1,440	AGRICLTRL REPAIR PTS/S	5755	2,800		1,440	1,360	83%	51%	(1,072)	-38%
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1,579	**REPAIR & MAINTENANCE**		**6,500**	**315**	**4,257**	**1,927**	**83%**	**65%**	**(1,391)**	**-21%**
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10,722	**SUPPLIES AND EXPENSES**		**146,506**	**35,642**	**73,683**	**37,182**	**83%**	**50%**	**(58,086)**	**-40%**
	_____									
	PROFESSIONAL SERVICES									
	OTHER PROFESSIONAL SER	6049	400			400	83%	0%	(400)	-100%
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	PROFESSIONAL SERVICE		**400**			**400**	**83%**	**0%**	**(400)**	**-100%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	TRVL EXP-MOSQUITO GRAN	6111								
	FREIGHT	6120								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING-GRANT RELATED	6202								
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	PRINTING AND BINDING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									

			CITY OF HATTIESBURG							
	001250 - GENERAL FUND-HEALTH DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	REPR/MAINT-OUTSIDE LABO									
	MINOR EQUIPMENT R&M	6382	800			800	83%	0%	(800)	-100%
	MOTOR VEHICLE EQ. R&M	6384	4,900		1,367	3,533	83%	28%	(3,259)	-67%
	AGRICULTURAL EQ. R&M	6387	500			500	83%	0%	(500)	-100%
	COMMUNICATION EQ. R&M	6390								
	TOW IN CHARGES	6398	150			150	83%	0%	(150)	-100%
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	REPR/MAINT-OUTSIDE L		**6,350**		**1,367**	**4,983**	**83%**	**22%**	**(4,709)**	**-74%**
	RENTALS									
232	UNIFORM RENT	6430	1,500		1,104	396	83%	74%	(175)	-12%
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232	**RENTALS**		**1,500**		**1,104**	**396**	**83%**	**74%**	**(175)**	**-12%**
	OTHER SERVICES & CHARGE									
	REGISTRATION FEE/TUITI	6845	400			400	83%	0%	(400)	-100%
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA		**400**			**400**	**83%**	**0%**	**(400)**	**-100%**
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232	**OTHER SERVICES & CHAR**		**8,650**		**2,471**	**6,179**	**83%**	**29%**	**(5,684)**	**-66%**
	_____									
	MACHINERY AND EQUIPMENT									
	AGRICULTURAL EQUIPMENT	7335								
	EQUIP-MOSQUITO GRANT	7377								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	PICK UP TRUCKS	7420								
	DUMP TRUCKS	7440								
	SPECIAL TRUCKS	7450								
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	VEHICLES									
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	CAPITAL OUTLAY									
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39,810	**EXPENDITURES**		**563,870**	**35,642**	**391,006**	**137,223**	**83%**	**69%**	**(94,662)**	**-17%**

			CITY OF HATTIESBURG							
	001260 - GENERAL FUND-ANIMAL CONTROL		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
6,453	REGULAR WAGES	4000	82,854		57,047	25,807	83%	69%	(14,397)	-17%
	DISASTER RECOVERY WAGE	4010								
242	OVERTIME	4300	3,000		1,142	1,858	83%	38%	(1,629)	-54%
	DISASTER RECOVERY OVER	4310								
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6,696	**SALARIES**		**85,854**		**58,189**	**27,665**	**83%**	**68%**	**(16,027)**	**-19%**
	EMPLOYEE BENEFITS									
1,055	STATE RETIREMENT	4600	12,245		8,398	3,847	83%	69%	(2,167)	-18%
501	F.I.C.A. TAXES	4700	6,570		4,351	2,219	83%	66%	(1,348)	-21%
1,164	HOSPITALIZATION INS.	4800	20,880		11,532	9,348	83%	55%	(7,041)	-34%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	1,260		1,260		83%	100%	252	20%
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2,720	**EMPLOYEE BENEFITS**		**40,955**		**25,541**	**15,414**	**83%**	**62%**	**(10,305)**	**-25%**
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9,415	**PERSONAL SERVICES**		**126,809**		**83,730**	**43,079**	**83%**	**66%**	**(26,333)**	**-21%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003	100			100	83%	0%	(100)	-100%
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010	200		123	77	83%	62%	(52)	-26%
	MINOR OFFICE EQUIP/FUR	5020								
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070								
	COMPUTER SUPPLIES	5080	200			200	83%	0%	(200)	-100%
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	OFFICE SUPPLIES		**500**		**123**	**377**	**83%**	**25%**	**(352)**	**-70%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								
	HOUSEHOLD SUPPLIES	5110								
	FOOD	5115								
	MEDICAL SUPPLIES	5120								
	CHEMICALS	5130								

			CITY OF HATTIESBURG							
	001260 - GENERAL FUND-ANIMAL CONTROL		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	GAS AND OIL	5250	16,000		4,974	11,026	83%	31%	(10,031)	-63%
	LUBRICANTS	5255								
	WEARING APPAREL	5355	2,050		2,041	9	83%	100%	399	19%
	HORT./LANDSCAPING SPLY	5440								
	HAND TOOLS	5450								
	MINOR EQUIPMENT	5460	1,800	978	195	627	83%	11%	(1,566)	-87%
	OTHER OPERATING MATL/S	5590	500		484	16	83%	97%	80	16%
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	OPERATING SUPPLIES		**20,350**	**978**	**7,695**	**11,677**	**83%**	**38%**	**(11,116)**	**-55%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	ELECTRICAL SUPPLIES	5605								
	PLUMBING SUPPLIES	5610								
	STRUCTURAL STEEL & IRO	5620								
	PAINT AND PAINTING SPL	5650								
	MTR VEHICLE REP. PTS/S	5700	3,000		594	2,406	83%	20%	(2,287)	-76%
	COMMUNICATION REPAIR P	5750								
	OTHER REPAIR/MAINT. SP	5990	100			100	83%	0%	(100)	-100%
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	REPAIR & MAINTENANCE		**3,100**		**594**	**2,506**	**83%**	**19%**	**(2,387)**	**-77%**
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	SUPPLIES AND EXPENSES		**23,950**	**978**	**8,412**	**14,559**	**83%**	**35%**	**(13,855)**	**-58%**
	_____									
	PROFESSIONAL SERVICES									
54	VETERINARIAN	6030	1,800		154	1,646	83%	9%	(1,615)	-90%
	OTHER PROFESSIONAL SER	6049	700	618		82	83%	0%	(700)	-100%
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54	**PROFESSIONAL SERVICE**		**2,500**	**618**	**154**	**1,728**	**83%**	**6%**	**(2,315)**	**-93%**
	COMMUNICATIONS									
64	TELEPHONE AND TELEGRAP	6060	650		400	250	83%	62%	(170)	-26%
	POSTAGE	6070								
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64	**COMMUNICATIONS**		**650**		**400**	**250**	**83%**	**62%**	**(170)**	**-26%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	500			500	83%	0%	(500)	-100%
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								

			CITY OF HATTIESBURG							
	001260 - GENERAL FUND-ANIMAL CONTROL		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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	TRANSPORTATION		**500**			**500**	**83%**	**0%**	**(500)**	**-100%**
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200	130		126	4	83%	97%	21	16%
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	PRINTING AND BINDING		**130**		**126**	**4**	**83%**	**97%**	**21**	**16%**
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								
	OFFICE EQUIPMENT R&M	6365								
	HOUSEHOLD EQUIPMENT R&	6370								
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382								
	MOTOR VEHICLE EQ. R&M	6384	1,500		425	1,075	83%	28%	(990)	-66%
	COMMUNICATION EQ. R&M	6390								
	CLEANING AND PAINTING	6392								
	DISINFECT./EXTERMINATI	6394								
	SIGN PAINTING	6396								
	TOW IN CHARGES	6398	70			70	83%	0%	(70)	-100%
	OTHER REPAIRS AND MAIN	6399								
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	REPR/MAINT-OUTSIDE L		**1,570**		**425**	**1,145**	**83%**	**27%**	**(1,060)**	**-68%**
	RENTALS									
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840	125		125		83%	100%	25	20%

			CITY OF HATTIESBURG							
	001260 - GENERAL FUND-ANIMAL CONTROL		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	REGISTRATION FEE/TUITI	6845	350			350	83%	0%	(350)	-100%
	SERVICES NOT SPECIFIED	6999	117,248		103,114	14,134	83%	88%	6,488	6%
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	OTHER SERVICES & CHA		**117,723**		**103,239**	**14,484**	**83%**	**88%**	**6,163**	**5%**
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118	**OTHER SERVICES & CHAR**		**123,073**	**618**	**104,344**	**18,111**	**83%**	**85%**	**2,139**	**2%**
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
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	VEHICLES									
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	CAPITAL OUTLAY									
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9,533	**EXPENDITURES**		**273,832**	**1,596**	**196,486**	**75,750**	**83%**	**72%**	**(38,048)**	**-14%**

			CITY OF HATTIESBURG							
	001280 - GENERAL FUND-HUMAN/SOC.ASST		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OTHER SERVICES & CHARGE									
	CONTRIBUTIONS	6820								
	SEXUAL ASSUALT CRISIS	6820 04								
	P.A.C.E.	6820 05								
	INTERACTION FACTORY	6820 06								
	DOMESTIC ABUSE FAMILY	6820 07	3,500		3,500		83%	100%	700	20%
	FORREST CTY. HEALTH D	6820 08								
	NAT'L.GUARD ARMORY	6820 09								
	COUNCIL ON AGING	6820 10								
	BOY SCOUTS OF AMERICA	6820 11								
	PINE BELT MENTAL HEAL	6820 12								
	H'BURG. CONCERT BAND	6820 13								
	LIVESTOCK SHOW	6820 14								
	COURT APP'T SPEC.ADVO	6820 15								
	H'BURG.ED.LITERACY PR	6820 16								
	D.R.E.A.M.	6820 17								
	SALVATION ARMY BOYS/G	6820 18								
	H'BURG.ED.FOUNDATION	6820 19								
	N.E.E.D.S.	6820 20								
	CENTER FOR GIFTED STU	6820 21								
	RAILS TO TRAILS	6820 22	101,000		98,793	2,207	83%	98%	17,551	17%
	CTR FOR CHILD ABUSE P	6820 23								
	SO.CTRL.MS.AMER.RED C	6820 24	5,000			5,000	83%	0%	(5,000)	-100%
	UNIFIED NEIGHBORHOOD	6820 25								
	GULF PINES GIRL SCOUT	6820 26								
	USM COMM.SERVICE LEAR	6820 27								
	BIG BRO/BIG SIS OF SE	6820 28								
	HBRG CIVIC CHORUS/CON	6820 29								
	MS HOLIDAY SPECTACULA	6820 30								
	CORNERSTONE PROJECT	6820 31								
	SALVATION ARMY	6820 32								
	SO MS CHILDREN'S CTR	6820 33								
	CHRISTIAN SERVICES	6820 34								
	USM/DISABILITY STUDIE	6820 35								
	NEW TEST.YOUTH SAFE H	6820 36								

			CITY OF HATTIESBURG							
	001280 - GENERAL FUND-HUMAN/SOC.ASST		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	USM/SYMPHONY	6820 37	50,000		50,000		83%	100%	10,000	20%
	USM/DUBARD SCHOOL	6820 38								
	GREATER H'BURG COMMUN	6820 39								
	WORLD CHANGERS	6820 40								
	UNALLOCATED CONTRIBUT	6820 99								
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	CONTRIBUTIONS		**159,500**		**152,293**	**7,207**	**83%**	**95%**	**23,251**	**15%**
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	OTHER SERVICES & CHA		**159,500**		**152,293**	**7,207**	**83%**	**95%**	**23,251**	**15%**
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	OTHER SERVICES & CHAR		**159,500**		**152,293**	**7,207**	**83%**	**95%**	**23,251**	**15%**
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	EXPENDITURES		**159,500**		**152,293**	**7,207**	**83%**	**95%**	**23,251**	**15%**

			CITY OF HATTIESBURG							
	001402 - GENERAL FUND-ECONOMICDEV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	PROFESSIONAL SERVICES									
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	TRANSPORTATION									
	TRAVEL-ALL AMER.CITY A	6110								
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	TRANSPORTATION									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
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	REPR/MAINT-OUTSIDE L									
	OTHER SERVICES & CHARGE									
	CONTRIBUTIONS	6820								
	FCIPC/AREA DEV. PRTNR	6820 01	130,000		97,500	32,500	83%	75%	(13,000)	-10%
	PRCC TECH CENTER	6820 02								
	FCIPC/ECONOMIC DEVEL.	6820 03								
	H'BURG DOWNTOWN ASSN	6820 37	30,000		30,000		83%	100%	6,000	20%
	CAMP SHELBY STUDY	6820 45								
	PHWD-FEASIBILITY STUD	6820 50								
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	CONTRIBUTIONS		**160,000**		**127,500**	**32,500**	**83%**	**80%**	**(7,000)**	**-4%**
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	OTHER SERVICES & CHA		**160,000**		**127,500**	**32,500**	**83%**	**80%**	**(7,000)**	**-4%**
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	OTHER SERVICES & CHAR		**160,000**		**127,500**	**32,500**	**83%**	**80%**	**(7,000)**	**-4%**
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDING IMPROVEMENTS	7150								
	DOWNTOWN PROJ-OLD LIB	7150 14								
	DEPOT PROJECT	7150 15								
	HUB CITY LOFTS PROJEC	7150 41								
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	BUILDING IMPROVEMEN									
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			CITY OF HATTIESBURG							
	001402 - GENERAL FUND-ECONOMICDEV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	BUILDING/BLD IMPROVE									
	VEHICLES									
	TROLLEYS	7415								
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	VEHICLES									
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	CAPITAL OUTLAY									
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	EXPENDITURES		**160,000**		**127,500**	**32,500**	**83%**	**80%**	**(7,000)**	**-4%**

			CITY OF HATTIESBURG							
	001460 - GENERAL FUND-CAPITAL LEASES		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	NOTE PRINCIPAL									
	2005 STORM NOTE	8205								
	SAENGER SERIES 1999 NO	8220								
	MDB CAPITAL PROJECTS	8223								
	MDB-DEPOT PROJ	8223 01								
	MDB-WTR/SWR LINES	8223 02								
	MDB-HPD RENOVATION	8223 03								
	MDB-592 PROG 2001A PO	8223 04								
	MDB-FIRE STA #1	8223 05								
1,797	MDB-CHURCH PROJ	8223 06	22,000		17,969	4,031	83%	82%	(437)	-2%
	MDB-4TH ST WIDENING	8223 07								
	MDB-CHAIN PARK	8223 08								
6,852	MDB-HUB CITY LOFTS	8223 09	84,000		47,728	36,272	83%	57%	(26,726)	-32%
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8,649	**MDB CAPITAL PROJECT**		**106,000**		**65,698**	**40,302**	**83%**	**62%**	**(27,162)**	**-26%**
	W&S USA YEAST 2002"B"N	8224	55,000		55,000		83%	100%	11,000	20%
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8,649	**NOTE PRINCIPAL**		**161,000**		**120,698**	**40,302**	**83%**	**75%**	**(16,162)**	**-10%**
	INTEREST ON NOTES									
	2005 STORM NOTE	8305								
	SAENGER SERIES 1999 NO	8331								
	MDB CAPITAL PROJECT NO	8333								
	MDB-DEPOT PROJ	8333 01								
	MDB-WTR/SWR LINES	8333 02								
	MDB-HPD RENOVATION	8333 03								
	MDB-592 PROG 2001A PO	8333 04								
	MDB-FIRE STA #1	8333 05								
375	MDB-CHURCH PROJ	8333 06	6,000		3,663	2,337	83%	61%	(1,604)	-27%
	MDB-4TH ST WIDENING	8333 07								
	MDB-CHAIN PARK	8333 08								
3,265	MDB-HUB CITY LOFTS	8333 09	39,400		23,095	16,305	83%	59%	(11,686)	-30%
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3,640	**MDB CAPITAL PROJECT**		**45,400**		**26,758**	**18,642**	**83%**	**59%**	**(13,290)**	**-29%**
	W&S USA YEAST 2002"B"N	8334	2,475		2,475		83%	100%	495	20%
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			CITY OF HATTIESBURG							
	001460 - GENERAL FUND-CAPITAL LEASES		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
3,640	**INTEREST ON NOTES**		**47,875**		**29,233**	**18,642**	**83%**	**61%**	**(12,795)**	**-27%**
	CAPITAL LEASE PAYMENTS									
	COMPUTER LEASE-INFO.SY	8510	121,000			121,000	83%	0%	(121,000)	-100%
	COMPUTER LEASE-POLICE	8511								
36,355	POLICE CARS LEASE	8512	553,000		361,533	191,467	83%	65%	(119,160)	-22%
	EMER GENERATORS LEASE	8513	415,930		415,928	2	83%	100%	83,183	20%
	2012 EQUIP LEASE	8514	41,000			41,000	83%	0%	(41,000)	-100%
	BUILDING LEASE	8515								
31,960	SANITATION TRUCKS LEAS	8520	351,220		315,638	35,582	83%	90%	27,545	8%
21,870	SANITATION CANS LEASE	8521	260,400		216,507	43,893	83%	83%	(591)	0%
	SPECIAL TRUCKS LEASE	8523								
	DUMP TRUCK LEASE	8525								
	DOWNTOWN LIGHTING	8531								
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90,186	**CAPITAL LEASE PAYMEN**		**1,742,550**		**1,309,606**	**432,944**	**83%**	**75%**	**(171,022)**	**-10%**
	INTEREST ON CAPITAL LEA									
	COMPUTER LEASE-INFO SY	8610	7,500			7,500	83%	0%	(7,500)	-100%
	COMPUTER LEASE-POLICE	8611								
591	POLICE CARS LEASE	8612	12,000		7,930	4,070	83%	66%	(2,484)	-21%
	EMER GENERATORS LEASE	8613	78,750		78,746	4	83%	100%	15,745	20%
	2012 EQUIP LEASE	8614	4,100			4,100	83%	0%	(4,100)	-100%
	BUILDING LEASE	8615								
2,583	SANITATION TRUCKS LEAS	8620	34,700		29,790	4,910	83%	86%	1,048	3%
1,316	SANITATION CANS LEASE	8621	17,850		15,357	2,493	83%	86%	578	3%
	SPECIAL TRUCKS LEASE	8623								
	DUMP TRUCK LEASE	8625								
	DOWNTOWN LIGHTING	8631								
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4,490	**INTEREST ON CAPITAL**		**154,900**		**131,823**	**23,077**	**83%**	**85%**	**3,287**	**2%**
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106,965	**DEBT SERVICE**		**2,106,325**		**1,591,361**	**514,964**	**83%**	**76%**	**(196,691)**	**-9%**
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106,965	**EXPENDITURES**		**2,106,325**		**1,591,361**	**514,964**	**83%**	**76%**	**(196,691)**	**-9%**

			CITY OF HATTIESBURG							
	001500 - GENERAL FUND-TRANSFERS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	TRANSFERS TO OTHER FUND									
	T/T PARKS & RECREATION	9000 02	2,102,234		1,700,000	402,234	83%	81%	(62,234)	-3%
	T/T MUN,FIRE PROTECTIO	9000 05								
	T/T SPECIAL STREET	9000 08								
	T/T 1994 GO-IND. DEVEL	9000 103								
	T/T GOVNMT. COMPLEX BL	9000 104								
	T/T UDAG PAYBACK	9000 108								
	T/T GROUP INSURANCE TR	9000 109								
	T/T CITY B & I	9000 13								
	T/T POL/FIRE DIS./RELI	9000 18								
	T/T 2003 TIF B&I-CHAUV	9000 22								
	T/T AIRPORT IMPROVEMEN	9000 39	100,000		100,000		83%	100%	20,000	20%
	T/T MASS TRANSIT OPER.	9000 73	335,000		335,000		83%	100%	67,000	20%
	T/T W & S CONSTRUCTION	9000 75								
	T/T COMMUNITY CENTERS	9000 77	770,000		770,000		83%	100%	154,000	20%
	T/T COMMUNITY DEVELOPM	9000 82								
	T/T '01 BOND CONSTR	9000 95								
	T/T MDB CAPITAL PROJ.F	9000 96								
	T/T KPZ CAPITAL	9000 98								
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	TRANSFERS TO OTHER F		**3,307,234**		**2,905,000**	**402,234**	**83%**	**88%**	**178,766**	**5%**
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	TRANSFERS		**3,307,234**		**2,905,000**	**402,234**	**83%**	**88%**	**178,766**	**5%**
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	EXPENDITURES		**3,307,234**		**2,905,000**	**402,234**	**83%**	**88%**	**178,766**	**5%**

			CITY OF HATTIESBURG							
	001551 - GENERAL FUND-AIRPORT DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
4,960	REGULAR WAGES	4000	63,440		54,560	8,880	83%	86%	2,032	3%
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300	1,500		962	538	83%	64%	(345)	-23%
	DISASTER RECOVERY OVER	4310								
4,960	**SALARIES**		**64,940**		**55,522**	**9,418**	**83%**	**85%**	**1,686**	**3%**
	EMPLOYEE BENEFITS									
781	STATE RETIREMENT	4600	9,266		7,991	1,275	83%	86%	323	3%
375	F.I.C.A. TAXES	4700	4,975		4,200	775	83%	84%	65	1%
1,164	HOSPITALIZATION INS.	4800	14,925		12,432	2,493	83%	83%	(6)	0%
	UNEMPLOYMENT BENEFITS	4900	3,650		2,538	1,112	83%	70%	(604)	-17%
	WORKMAN'S COMPENSATION	4910	2,757		2,757		83%	100%	551	20%
2,320	**EMPLOYEE BENEFITS**		**35,573**		**29,919**	**5,654**	**83%**	**84%**	**329**	**1%**
7,280	**PERSONAL SERVICES**		**100,513**		**85,440**	**15,073**	**83%**	**85%**	**2,015**	**2%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100	450		251	199	83%	56%	(148)	-33%
	CHEMICALS	5130	2,000		540	1,460	83%	27%	(1,352)	-68%
	GAS AND OIL	5250	7,000		3,360	3,640	83%	48%	(2,968)	-42%
	LUBRICANTS	5255	200			200	83%	0%	(200)	-100%
	DIESEL FUEL	5257	5,100		2,559	2,541	83%	50%	(2,029)	-40%
	ASPHALT & ASPHALT PROD	5400								
864	CONCRETE, CEMENT, ETC.	5405	900		864	37	83%	96%	136	15%
	SAND,CLAY,GRVL,FILL DI	5415								
	HORT./LANDSCAPING SPLY	5440								
	HAND TOOLS	5450	3,700		1,804	1,896	83%	49%	(1,535)	-41%
	MINOR EQUIPMENT	5460	6,703		3,867	2,836	83%	58%	(2,062)	-31%
	OTHER OPERATING MATL/S	5590	800		607	193	83%	76%	(71)	-9%
864	**OPERATING SUPPLIES**		**26,853**		**13,852**	**13,001**	**83%**	**52%**	**(10,230)**	**-38%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	1,500		599	901	83%	40%	(781)	-52%

			CITY OF HATTIESBURG							
	001551 - GENERAL FUND-AIRPORT DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
518	ELECTRICAL SUPPLIES	5605	5,350	438	4,607	305	83%	86%	178	3%
	PLUMBING SUPPLIES	5610	1,355		278	1,077	83%	21%	(1,021)	-75%
	STRUCTURAL STEEL & IRO	5620	1,100			1,100	83%	0%	(1,100)	-100%
	PAINT AND PAINTING SPL	5650								
120	MTR VEHICLE REP. PTS/S	5700	2,200		571	1,629	83%	26%	(1,514)	-69%
	COMMUNICATION REPAIR P	5750								
293	AGRICLTRL REPAIR PTS/S	5755	2,500	188	1,028	1,285	83%	41%	(1,266)	-51%
	EXPENDABLE WELDING SPL	5770	1,970	127	347	1,497	83%	18%	(1,553)	-79%
18	OTHER REPAIR/MAINT. SP	5990	13,370		11,358	2,012	83%	85%	259	2%
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948	**REPAIR & MAINTENANCE**		**29,345**	**753**	**18,787**	**9,805**	**83%**	**64%**	**(6,800)**	**-23%**
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1,811	**SUPPLIES AND EXPENSES**		**56,198**	**753**	**32,639**	**22,806**	**83%**	**58%**	**(17,031)**	**-30%**
	_____									
	PROFESSIONAL SERVICES									
	APPRAISAL	6017								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
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	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
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	PRINTING AND BINDING									
	INSURANCE									
	FIRE & EXTENDED COVERA	6250								

			CITY OF HATTIESBURG							
	001551 - GENERAL FUND-AIRPORT DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	PUBLIC LIAB/PROPERTY D	6255								
	BOILER MACHINERY	6260								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
35	GAS	6300	1,500		752	748	83%	50%	(597)	-40%
268	ELECTRICITY	6305	11,000		10,302	698	83%	94%	1,362	12%
	WATER	6315								
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303	**UTILITIES**		**12,500**		**11,054**	**1,446**	**83%**	**88%**	**764**	**6%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	1,870			1,870	83%	0%	(1,870)	-100%
	STREETS & STRUCTURES R	6360	200			200	83%	0%	(200)	-100%
	FIXED EQUIPMENT R&M	6380	600			600	83%	0%	(600)	-100%
	MINOR EQUIPMENT R&M	6382	850		500	350	83%	59%	(250)	-29%
	MOTOR VEHICLE EQ. R&M	6384	5,000		1,868	3,132	83%	37%	(2,758)	-55%
	CONSTRUCTION EQUIP R&M	6386	200			200	83%	0%	(200)	-100%
	AGRICULTURAL EQ. R&M	6387	5,350		572	4,778	83%	11%	(4,663)	-87%
	COMMUNICATION EQ. R&M	6390	400	279		121	83%	0%	(400)	-100%
	DISINFECT./EXTERMINATI	6394	800		486	314	83%	61%	(216)	-27%
4,518	OTHER REPAIRS AND MAIN	6399	36,500	4,430	12,676	19,395	83%	35%	(21,288)	-58%
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4,518	**REPR/MAINT-OUTSIDE L**		**51,770**	**4,709**	**16,102**	**30,960**	**83%**	**31%**	**(32,447)**	**-63%**
	RENTALS									
	LAND RENT	6400								
17	CYLINDER RENT	6425	255		170	85	83%	67%	(51)	-20%
67	UNIFORM RENT	6430	850		535	315	83%	63%	(208)	-24%
	OTHER RENT	6449	6,600		33	6,567	83%	1%	(6,560)	-99%
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84	**RENTALS**		**7,705**		**737**	**6,968**	**83%**	**10%**	**(6,820)**	**-89%**
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
81	SERVICES NOT SPECIFIED	6999	1,000		802	198	83%	80%	(37)	-4%
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81	**OTHER SERVICES & CHA**		**1,000**		**802**	**198**	**83%**	**80%**	**(37)**	**-4%**

			CITY OF HATTIESBURG							
	001551 - GENERAL FUND-AIRPORT DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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4,986	**OTHER SERVICES & CHAR**		**72,975**	**4,709**	**28,695**	**39,572**	**83%**	**39%**	**(38,541)**	**-53%**
	_____									
	LAND									
	LEASEHOLDS	7020								
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	LAND									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	STORAGE SHED	7100 23								
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	BUILDINGS									
	BUILDING IMPROVEMENTS	7150								
	HANGER #3 IMPROVEMENT	7150 32								
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	DRAINS	7215								
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	AGRICULTURAL EQUIPMENT	7335								
	CONSTRUCTION EQUIPMENT	7345								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	PICK UP TRUCKS	7420								
	SPECIAL TRUCKS	7450								
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	VEHICLES									
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	CAPITAL OUTLAY									

			CITY OF HATTIESBURG							
	001551 - GENERAL FUND-AIRPORT DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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14,077	**EXPENDITURES**		**229,686**	**5,462**	**146,774**	**77,450**	**83%**	**64%**	**(53,557)**	**-23%**

			CITY OF HATTIESBURG							
	001553 - GENERAL FUND-CEMETERYDIV		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
30,297	REGULAR WAGES	4000	394,227		295,427	98,800	83%	75%	(39,714)	-10%
	DISASTER RECOVERY WAGE	4010			24,391	(24,391)			29,269	
2,023	OVERTIME	4300	41,000		33,795	7,205	83%	82%	(446)	-1%
	DISASTER RECOVERY OVER	4310								
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32,319	**SALARIES**		**435,227**		**353,613**	**81,614**	**83%**	**81%**	**(10,891)**	**-3%**
	EMPLOYEE BENEFITS									
5,090	STATE RETIREMENT	4600	62,075		50,907	11,168	83%	82%	(986)	-2%
2,374	F.I.C.A. TAXES	4700	33,300		26,082	7,218	83%	78%	(2,001)	-6%
6,596	HOSPITALIZATION INS.	4800	88,090		64,628	23,462	83%	73%	(10,536)	-12%
183	UNEMPLOYMENT BENEFITS	4900	4,150		4,126	24	83%	99%	801	19%
	WORKMAN'S COMPENSATION	4910	17,931		17,931		83%	100%	3,586	20%
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14,242	**EMPLOYEE BENEFITS**		**205,546**		**163,675**	**41,871**	**83%**	**80%**	**(9,136)**	**-4%**
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46,562	**PERSONAL SERVICES**		**640,773**		**517,288**	**123,485**	**83%**	**81%**	**(20,027)**	**-3%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003	100			100	83%	0%	(100)	-100%
	PRINTED FORMS	5005	100			100	83%	0%	(100)	-100%
	OTHER EXPENDABLE OFF.S	5010	800	187	243	370	83%	30%	(508)	-64%
	MINOR OFFICE EQUIP/FUR	5020	250			250	83%	0%	(250)	-100%
	PUBLIC EDUCATION MAT'L	5032	1,263		1,082	181	83%	86%	35	3%
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070								
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	OFFICE SUPPLIES		**2,513**	**187**	**1,325**	**1,001**	**83%**	**53%**	**(923)**	**-37%**
	OPERATING SUPPLIES									
100	CLEANING/JANITORIAL SP	5100	2,000		1,396	604	83%	70%	(324)	-16%
	FOOD	5115								
	MEDICAL SUPPLIES	5120								
14	CHEMICALS	5130	2,700	380	2,273	47	83%	84%	27	1%
3,594	GAS AND OIL	5250	28,500		22,510	5,990	83%	79%	(1,488)	-5%

			CITY OF HATTIESBURG							
	001553 - GENERAL FUND-CEMETERYDIV		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	LUBRICANTS	5255	800			800	83%	0%	(800)	-100%
	DIESEL FUEL	5257	25,800		17,505	8,295	83%	68%	(4,794)	-19%
	WEARING APPAREL	5355	2,000		1,412	588	83%	71%	(305)	-15%
	ASPHALT & ASPHALT PROD	5400								
	CONCRETE, CEMENT, ETC.	5405	500			500	83%	0%	(500)	-100%
	SAND,CLAY,GRVL,FILL DI	5415	2,000		1,800	200	83%	90%	160	8%
	DRAINAGE PIPE & CULVER	5420								
475	HORT./LANDSCAPING SPLY	5440	7,500	475	6,639	386	83%	89%	466	6%
145	HAND TOOLS	5450	1,200		1,107	93	83%	92%	128	11%
115	MINOR EQUIPMENT	5460	3,500	374	2,433	694	83%	70%	(580)	-17%
	PUMPING EQUIPMENT PART	5495								
	TRAFFIC SIGNS	5545	50			50	83%	0%	(50)	-100%
	OTHER OPERATING MATL/S	5590	250			250	83%	0%	(250)	-100%
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4,443	**OPERATING SUPPLIES**		**76,800**	**1,229**	**57,075**	**18,496**	**83%**	**74%**	**(8,310)**	**-11%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	500		26	474	83%	5%	(468)	-94%
	ELECTRICAL SUPPLIES	5605	500		103	397	83%	21%	(376)	-75%
	PLUMBING SUPPLIES	5610	500		491	9	83%	98%	89	18%
	STRUCTURAL STEEL & IRO	5620	300			300	83%	0%	(300)	-100%
	PAINT AND PAINTING SPL	5650								
221	MTR VEHICLE REP. PTS/S	5700	13,500	292	9,613	3,595	83%	71%	(1,964)	-15%
	COMMUNICATION REPAIR P	5750	700		687	14	83%	98%	124	18%
1,785	AGRICLTRL REPAIR PTS/S	5755	7,900		5,892	2,008	83%	75%	(829)	-10%
	EXPENDABLE WELDING SPL	5770	100			100	83%	0%	(100)	-100%
	OTHER REPAIR/MAINT. SP	5990	100			100	83%	0%	(100)	-100%
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2,007	**REPAIR & MAINTENANCE**		**24,100**	**292**	**16,811**	**6,997**	**83%**	**70%**	**(3,926)**	**-16%**
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6,450	**SUPPLIES AND EXPENSES**		**103,413**	**1,708**	**75,211**	**26,494**	**83%**	**73%**	**(13,159)**	**-13%**
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
	LEGAL	6025								
	MEDICAL	6027								
308	OTHER PROFESSIONAL SER	6049	3,500		2,796	704	83%	80%	(144)	-4%
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			CITY OF HATTIESBURG							
	001553 - GENERAL FUND-CEMETERYDIV		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
308	**PROFESSIONAL SERVICE**		**3,500**		**2,796**	**704**	**83%**	**80%**	**(144)**	**-4%**
	COMMUNICATIONS									
198	TELEPHONE AND TELEGRAP	6060	1,500		1,189	311	83%	79%	(73)	-5%
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198	**COMMUNICATIONS**		**1,500**		**1,189**	**311**	**83%**	**79%**	**(73)**	**-5%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	1,000		249	751	83%	25%	(701)	-70%
	FREIGHT	6120	50			50	83%	0%	(50)	-100%
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	TRANSPORTATION		**1,050**		**249**	**801**	**83%**	**24%**	**(751)**	**-72%**
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200	200		115	85	83%	58%	(62)	-31%
	BLUELINES	6210								
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	PRINTING AND BINDING		**200**		**115**	**85**	**83%**	**58%**	**(62)**	**-31%**
	INSURANCE									
	FIRE & EXTENDED COVERA	6250								
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
12	GAS	6300	1,000		663	337	83%	66%	(204)	-20%
800	ELECTRICITY	6305	8,000		4,670	3,330	83%	58%	(2,396)	-30%
	WATER	6315								
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812	**UTILITIES**		**9,000**		**5,333**	**3,667**	**83%**	**59%**	**(2,600)**	**-29%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	500			500	83%	0%	(500)	-100%
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								
	STREETS & STRUCTURES R	6360	2,600	1,225	963	412	83%	37%	(1,444)	-56%
	OFFICE EQUIPMENT R&M	6365	400			400	83%	0%	(400)	-100%

			CITY OF HATTIESBURG							
	001553 - GENERAL FUND-CEMETERYDIV		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382	200			200	83%	0%	(200)	-100%
380	MOTOR VEHICLE EQ. R&M	6384	16,500	350	6,843	9,307	83%	41%	(8,288)	-50%
	CONSTRUCTION EQUIP R&M	6386	3,000		2,980	20	83%	99%	576	19%
	AGRICULTURAL EQ. R&M	6387	1,500			1,500	83%	0%	(1,500)	-100%
	COMMUNICATION EQ. R&M	6390	250		65	185	83%	26%	(172)	-69%
	CLEANING AND PAINTING	6392	7,000		6,050	950	83%	86%	260	4%
	DISINFECT./EXTERMINATI	6394	600		519	81	83%	87%	22	4%
	SIGN PAINTING	6396								
	TOW IN CHARGES	6398	500		450	50	83%	90%	40	8%
	OTHER REPAIRS AND MAIN	6399	250		134	116	83%	54%	(89)	-36%
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380	**REPR/MAINT-OUTSIDE L**		**33,300**	**1,575**	**18,004**	**13,721**	**83%**	**54%**	**(11,695)**	**-35%**
	RENTALS									
	MACHINERY RENT	6420								
	CYLINDER RENT	6425								
222	UNIFORM RENT	6430	3,200		2,337	863	83%	73%	(395)	-12%
90	MOP-MAT-RAG RENT	6435	1,000		933	67	83%	93%	119	12%
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311	**RENTALS**		**4,200**		**3,271**	**929**	**83%**	**78%**	**(274)**	**-7%**
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840	300		260	40	83%	87%	12	4%
	REGISTRATION FEE/TUITI	6845	300		220	80	83%	73%	(36)	-12%
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA		**600**		**480**	**120**	**83%**	**80%**	**(24)**	**-4%**
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2,009	**OTHER SERVICES & CHAR**		**53,350**	**1,575**	**31,436**	**20,339**	**83%**	**59%**	**(15,626)**	**-29%**
	_____									
	LAND									
	LAND	7000	5,000		500	4,500	83%	10%	(4,400)	-88%
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	LAND		**5,000**		**500**	**4,500**	**83%**	**10%**	**(4,400)**	**-88%**
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	BUILDING IMPROVEMENTS	7150								
	HIGHLAND	7150 13								

			CITY OF HATTIESBURG							
	001553 - GENERAL FUND-CEMETERYDIV		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	DRAINS	7215								
	STREETS & ROADWAYS	7230	58,300			58,300	83%	0%	(58,300)	-100%
	LANDSCAPING	7250								
	OTHER IMPROVEMENTS	7295	2,700		2,688	12	83%	100%	525	19%
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	IMPROVEMENT OTHER TH		**61,000**		**2,688**	**58,312**	**83%**	**4%**	**(57,774)**	**-95%**
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325	1,000		999	1	83%	100%	198	20%
	AGRICULTURAL EQUIPMENT	7335	10,000		8,676	1,324	83%	87%	411	4%
	CONSTRUCTION EQUIPMENT	7345								
	COMMUNICATION EQUIPMEN	7355	2,500		1,625	875	83%	65%	(550)	-22%
	PIPE	7370								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM		**13,500**		**11,300**	**2,200**	**83%**	**84%**	**60**	**0%**
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
	DUMP TRUCKS	7440								
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	VEHICLES									
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	CAPITAL OUTLAY		**79,500**		**14,488**	**65,012**	**83%**	**18%**	**(62,114)**	**-78%**
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55,021	**EXPENDITURES**		**877,036**	**3,283**	**638,423**	**235,330**	**83%**	**73%**	**(110,928)**	**-13%**

			CITY OF HATTIESBURG							
	001560 - GENERAL FUND-PARKING OPER.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SALARIES									
11,867	REGULAR WAGES	4000	140,664		117,509	23,155	83%	84%	346	0%
	DISASTER RECOVERY WAGE	4010								
38	OVERTIME	4300	1,000		1,383	(383)	83%	138%	659	66%
	DISASTER RECOVERY OVER	4310								
11,905	**SALARIES**		**141,664**		**118,893**	**22,771**	**83%**	**84%**	**1,007**	**1%**
	EMPLOYEE BENEFITS									
1,540	STATE RETIREMENT	4600	20,210		13,948	6,262	83%	69%	(3,472)	-17%
875	F.I.C.A. TAXES	4700	10,845		8,843	2,002	83%	82%	(233)	-2%
1,164	HOSPITALIZATION INS.	4800	15,660		8,940	6,720	83%	57%	(4,932)	-31%
	UNEMPLOYMENT BENEFITS	4900	1,600			1,600	83%	0%	(1,600)	-100%
	WORKMAN'S COMPENSATION	4910	3,713		3,713		83%	100%	742	20%
3,579	**EMPLOYEE BENEFITS**		**52,028**		**35,445**	**16,583**	**83%**	**68%**	**(9,494)**	**-18%**
15,484	**PERSONAL SERVICES**		**193,692**		**154,338**	**39,354**	**83%**	**80%**	**(8,486)**	**-4%**
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010	600	246	93	261	83%	16%	(488)	-81%
500	MINOR OFFICE EQUIP/FUR	5020	1,100		521	579	83%	47%	(474)	-43%
	COMPUTER SUPPLIES	5080								
500	**OFFICE SUPPLIES**		**1,700**	**246**	**614**	**840**	**83%**	**36%**	**(963)**	**-57%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100	300			300	83%	0%	(300)	-100%
	CHEMICALS	5130	50			50	83%	0%	(50)	-100%
	GAS AND OIL	5250	700		273	427	83%	39%	(372)	-53%
	WEARING APPAREL	5355	500		90	410	83%	18%	(392)	-78%
	HORT./LANDSCAPING SPLY	5440								
	MINOR EQUIPMENT	5460	511		429	82	83%	84%	3	1%
	OTHER OPERATING MATL/S	5590	714		524	190	83%	73%	(85)	-12%

			CITY OF HATTIESBURG							
	001560 - GENERAL FUND-PARKING OPER.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OPERATING SUPPLIES		**2,775**		**1,316**	**1,459**	**83%**	**47%**	**(1,195)**	**-43%**
	REPAIR & MAINTENANCE SP									
	ELECTRICAL SUPPLIES	5605	1,500		555	945	83%	37%	(834)	-56%
	PAINT AND PAINTING SPL	5650	800		800		83%	100%	160	20%
	MTR VEHICLE REP. PTS/S	5700	475		2	473	83%	0%	(472)	-99%
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	REPAIR & MAINTENANCE		**2,775**		**1,357**	**1,418**	**83%**	**49%**	**(1,146)**	**-41%**
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500	**SUPPLIES AND EXPENSES**		**7,250**	**246**	**3,287**	**3,717**	**83%**	**45%**	**(3,305)**	**-46%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060	47			47	83%	0%	(47)	-100%
	POSTAGE	6070								
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	COMMUNICATIONS		**47**			**47**	**83%**	**0%**	**(47)**	**-100%**
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
1,149	ELECTRICITY	6305	18,050		11,277	6,773	83%	62%	(4,517)	-25%
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1,149	**UTILITIES**		**18,050**		**11,277**	**6,773**	**83%**	**62%**	**(4,517)**	**-25%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	39,747		3,219	36,528	83%	8%	(35,884)	-90%
	ELECTRICAL R&M	6355	50			50	83%	0%	(50)	-100%
	PLUMBING EQUIPMENT R&M	6357	50			50	83%	0%	(50)	-100%
	OFFICE EQUIPMENT R&M	6365	50			50	83%	0%	(50)	-100%
	FIXED EQUIPMENT R&M	6380	2,000			2,000	83%	0%	(2,000)	-100%
	MOTOR VEHICLE EQ. R&M	6384	2,000			2,000	83%	0%	(2,000)	-100%
	SIGN PAINTING	6396	500			500	83%	0%	(500)	-100%
	TOW IN CHARGES	6398	100		65	35	83%	65%	(22)	-22%
410	OTHER REPAIRS AND MAIN	6399	5,645		4,891	754	83%	87%	224	4%
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410	**REPR/MAINT-OUTSIDE L**		**50,142**		**8,175**	**41,967**	**83%**	**16%**	**(40,332)**	**-80%**
	RENTALS									

			CITY OF HATTIESBURG							
	001560 - GENERAL FUND-PARKING OPER.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
1,477	PARKING GARAGE/LOT REN	6402	17,200		14,571	2,629	83%	85%	285	2%
	OTHER RENT	6449	100			100	83%	0%	(100)	-100%
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1,477	**RENTALS**		**17,300**		**14,571**	**2,729**	**83%**	**84%**	**185**	**1%**
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3,036	**OTHER SERVICES & CHAR**		**85,539**		**34,023**	**51,516**	**83%**	**40%**	**(44,711)**	**-52%**
	_____									
	LAND									
	LAND	7000	50,000		48,985	1,015	83%	98%	8,782	18%
	LEASEHOLDS	7020	10,000			10,000	83%	0%	(10,000)	-100%
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	LAND		**60,000**		**48,985**	**11,015**	**83%**	**82%**	**(1,218)**	**-2%**
	IMPROVEMENT OTHER THAN									
	FENCES/RAILINGS	7212								
	PARKING LOT/DRIVEWAY	7227								
	PARKING LOTS-GENERAL	7227 01								
	PINE ST GARAGE	7227 02								
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	PARKING LOT/DRIVEWA									
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400	20,000	18,171		1,829	83%	0%	(20,000)	-100%
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	VEHICLES		**20,000**	**18,171**		**1,829**	**83%**	**0%**	**(20,000)**	**-100%**
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	CAPITAL OUTLAY		**80,000**	**18,171**	**48,985**	**12,844**	**83%**	**61%**	**(21,218)**	**-27%**
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19,021	**EXPENDITURES**		**366,481**	**18,417**	**240,632**	**107,432**	**83%**	**66%**	**(77,722)**	**-21%**

			CITY OF HATTIESBURG							
	002300 - PKS/REC-RECREATION MAINT. DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
50,699	REGULAR WAGES	4000	691,703		518,471	173,232	83%	75%	(69,537)	-10%
	DISASTER RECOVERY WAGE	4010			3,928	(3,928)			4,713	
6,934	OVERTIME	4300	40,000		26,063	13,937	83%	65%	(8,724)	-22%
	DISASTER RECOVERY OVER	4310								
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57,634	**SALARIES**		**731,703**		**548,462**	**183,241**	**83%**	**75%**	**(73,548)**	**-10%**
	EMPLOYEE BENEFITS									
8,659	STATE RETIREMENT	4600	104,355		78,455	25,900	83%	75%	(10,209)	-10%
4,323	F.I.C.A. TAXES	4700	55,980		41,083	14,897	83%	73%	(6,680)	-12%
9,312	HOSPITALIZATION INS.	4800	161,820		107,760	54,060	83%	67%	(32,508)	-20%
(48)	UNEMPLOYMENT BENEFITS	4900	4,100		370-	4,470	83%	9%	(3,656)	-89%
	WORKMAN'S COMPENSATION	4910	29,086		29,086		83%	100%	5,817	20%
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22,246	**EMPLOYEE BENEFITS**		**355,341**		**256,015**	**99,326**	**83%**	**72%**	**(48,123)**	**-14%**
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79,879	**PERSONAL SERVICES**		**1,087,044**		**804,477**	**282,567**	**83%**	**74%**	**(121,671)**	**-11%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010	2,200		1,798	403	83%	82%	(42)	-2%
74	MINOR OFFICE EQUIP/FUR	5020	600		497	103	83%	83%	(3)	-1%
	PHOTO SUPPLIES	5040								
	BOOKS	5070								
	COMPUTER SUPPLIES	5080								
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74	**OFFICE SUPPLIES**		**2,800**		**2,294**	**506**	**83%**	**82%**	**(47)**	**-2%**
	OPERATING SUPPLIES									
1,661	CLEANING/JANITORIAL SP	5100	15,000	263	14,632	105	83%	98%	2,558	17%
	MEDICAL SUPPLIES	5120	250		108	142	83%	43%	(120)	-48%
832	CHEMICALS	5130	32,000		28,954	3,046	83%	90%	2,744	9%
	GAS AND OIL	5250	79,300		50,228	29,072	83%	63%	(19,026)	-24%
714	LUBRICANTS	5255	3,500	118	3,038	344	83%	87%	145	4%
	DIESEL FUEL	5257	6,500		1,566	4,934	83%	24%	(4,620)	-71%

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THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
772	WEARING APPAREL	5355	3,500	214	3,095	191	83%	88%	214	6%
	ASPHALT & ASPHALT PROD	5400								
310	CONCRETE, CEMENT, ETC.	5405	2,200	1,178	964	58	83%	44%	(1,043)	-47%
2,819	SAND,CLAY,GRVL,FILL DI	5415	17,400		14,162	3,238	83%	81%	(405)	-2%
3,544	HORT./LANDSCAPING SPLY	5440	43,000		40,810	2,190	83%	95%	5,972	14%
174	HAND TOOLS	5450	2,500		2,500		83%	100%	500	20%
236	MINOR EQUIPMENT	5460	6,000		5,186	814	83%	86%	223	4%
4,010	RECREATIONAL SUPPLIES	5510	23,000		22,692	308	83%	99%	4,230	18%
151	OTHER OPERATING MATL/S	5590	6,000		5,967	33	83%	99%	1,160	19%
300	OTHER OPER.MATLS-KAB	5591	7,000		5,740	1,260	83%	82%	(112)	-2%
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15,521	**OPERATING SUPPLIES**		**247,150**	**1,773**	**199,643**	**45,735**	**83%**	**81%**	**(7,578)**	**-3%**
	REPAIR & MAINTENANCE SP									
531	BUILDING MATERIALS & S	5600	12,096	58	8,716	3,322	83%	72%	(1,636)	-14%
597	ELECTRICAL SUPPLIES	5605	13,300	3,052	10,156	92	83%	76%	(1,112)	-8%
1,112	PLUMBING SUPPLIES	5610	12,000		11,235	765	83%	94%	1,482	12%
	STRUCTURAL STEEL & IRO	5620								
	PAINT AND PAINTING SPL	5650	20,500	4,629	15,739	132	83%	77%	(1,613)	-8%
811	MTR VEHICLE REP. PTS/S	5700	11,000	908	9,824	268	83%	89%	788	7%
	COMMUNICATION REPAIR P	5750	2,000	117	881	1,002	83%	44%	(942)	-47%
3,916	AGRICLTRL REPAIR PTS/S	5755	33,600	1,017	31,736	846	83%	94%	4,483	13%
	OTHER REPAIR/MAINT. SP	5990								
221	VANDALISM REPAIR PARTS	5992	3,000		2,367	633	83%	79%	(159)	-5%
	REPR SPLY-8/29/05 STOR	5995	5,404			5,404	83%	0%	(5,404)	-100%
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7,189	**REPAIR & MAINTENANCE**		**112,900**	**9,781**	**90,655**	**12,465**	**83%**	**80%**	**(4,114)**	**-4%**
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22,785	**SUPPLIES AND EXPENSES**		**362,850**	**11,554**	**292,592**	**58,706**	**83%**	**81%**	**(11,739)**	**-3%**
	PROFESSIONAL SERVICES									
	CONSULTANT SERV/SURVEY	6020								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									
388	TELEPHONE AND TELEGRAP	6060	2,250		1,976	274	83%	88%	121	5%
	POSTAGE	6070	450		23	427	83%	5%	(422)	-94%

			CITY OF HATTIESBURG							
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THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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388	**COMMUNICATIONS**		**2,700**		**2,000**	**700**	**83%**	**74%**	**(300)**	**-11%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	450			450	83%	0%	(450)	-100%
	FREIGHT	6120								
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	TRANSPORTATION		**450**			**450**	**83%**	**0%**	**(450)**	**-100%**
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200	500		154	346	83%	31%	(315)	-63%
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	PRINTING AND BINDING		**500**		**154**	**346**	**83%**	**31%**	**(315)**	**-63%**
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
	OTHER INSURANCE	6299								
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	INSURANCE									
	UTILITIES									
	GAS	6300								
758	ELECTRICITY	6305	7,500		5,815	1,685	83%	78%	(522)	-7%
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758	**UTILITIES**		**7,500**		**5,815**	**1,685**	**83%**	**78%**	**(522)**	**-7%**
	REPR/MAINT-OUTSIDE LABO									
259	BUILDING R&M	6350	7,000		6,967	33	83%	100%	1,360	19%
	8/29/05 FACILITY REPRS	6351								
	8/29 WALKING TRL PW44	6351 01								
	8/29 DOLEAC VARI PWs	6351 02								
	8/29 ZOO FENCE PW3962	6351 03								
	8/29 TATUM PW1565	6351 04								
	8/29 DAHMER PW1554	6351 05								
	8/29 AFRICA EXH PW387	6351 06								
	8/29 DAHMER EQ PW4497	6351 07								
	8/29 DUNCAN LK PW1609	6351 08								

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THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	8/29 JAYCEE PK PW1562	6351 09								
	8/29 ZOO TRACK PW5143	6351 10								
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	8/29/05 FACILITY RE									
	8/29/05 STORM REPAIRS	6353								
	ELECTRICAL R&M	6355	12,000		11,715	285	83%	98%	2,058	17%
	PLUMBING EQUIPMENT R&M	6357	200			200	83%	0%	(200)	-100%
	STREETS & STRUCTURES R	6360								
	OFFICE EQUIPMENT R&M	6365	150			150	83%	0%	(150)	-100%
1,220	FIXED EQUIPMENT R&M	6380	21,000	282	19,973	745	83%	95%	2,967	14%
890	MINOR EQUIPMENT R&M	6382	1,500		1,119	381	83%	75%	(157)	-10%
142	MOTOR VEHICLE EQ. R&M	6384	8,500	663	3,670	4,167	83%	43%	(4,096)	-48%
1,630	AGRICULTURAL EQ. R&M	6387	12,000		10,449	1,551	83%	87%	538	4%
	COMMUNICATION EQ. R&M	6390	1,000	75	437	488	83%	44%	(475)	-48%
221	DISINFECT./EXTERMINATI	6394	3,300		902	2,398	83%	27%	(2,217)	-67%
694	SIGN PAINTING	6396	7,000	35	5,991	974	83%	86%	189	3%
75	TOW IN CHARGES	6398	550		225	325	83%	41%	(280)	-51%
346	OTHER REPAIRS AND MAIN	6399	1,200		780	420	83%	65%	(264)	-22%
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5,477	**REPR/MAINT-OUTSIDE L**		**75,400**	**1,055**	**62,229**	**12,116**	**83%**	**83%**	**(725)**	**-1%**
	RENTALS									
	MACHINERY RENT	6420	1,100		689	411	83%	63%	(273)	-25%
	CYLINDER RENT	6425								
776	UNIFORM RENT	6430	6,000		4,405	1,595	83%	73%	(714)	-12%
1,439	OTHER RENT	6449	7,250	1,420	5,438	392	83%	75%	(724)	-10%
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2,216	**RENTALS**		**14,350**	**1,420**	**10,531**	**2,399**	**83%**	**73%**	**(1,712)**	**-12%**
	OTHER SERVICES & CHARGE									
250	DUES AND MEMBERSHIPS	6840	650		250	400	83%	38%	(350)	-54%
	REGISTRATION FEE/TUITI	6845	2,650		1,494	1,156	83%	56%	(857)	-32%
250	CUSTODIAL SERVICE	6870	3,000		2,500	500	83%	83%		0%
9,835	SERVICES NOT SPECIFIED	6999	105,559	2,960	93,964	8,635	83%	89%	7,197	7%
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10,335	**OTHER SERVICES & CHA**		**111,859**	**2,960**	**98,208**	**10,691**	**83%**	**88%**	**5,990**	**5%**
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19,173	**OTHER SERVICES & CHAR**		**212,759**	**5,435**	**178,937**	**28,387**	**83%**	**84%**	**1,965**	**1%**

			CITY OF HATTIESBURG							
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			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	DAHMER PARK	7100 08								
	TATUM PARK	7100 10								
	SAENGER BLD/JDS CTR.	7100 19								
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	BUILDINGS									
	BUILDING IMPROVEMENTS	7150								
	REC.CENTER (OLD YMCA)	7150 10								
	BURGER CTR(6TH ST)	7150 12								
	GROUNDS MAINT,SHOP	7150 31								
	UNETTA STREET GYM	7150 36								
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	PARKING LOT/DRIVEWAY	7227								
	PARK & PLAYGROUND LIGH	7240								
	SMOKEY HERRINGTON FIEL	7243								
	TRACKS	7244								
	JAYCEE BALLPK/WORLD SE	7248								
	LANDSCAPING	7250								
	MDOT-INTERCHANGE ENHA	7250 01								
	TREE RECOVERY (GRANT)	7250 02								
	DOWNTOWN LANDSCAPING	7250 03								
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	LANDSCAPING									
	POOLS	7252								
	DAHMER POOL	7252 01								
	REC CENTER POOL	7252 02								
	5TH STREET POOL	7252 03								
	CITY PARK-BUSCHMAN	7252 04								
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	POOLS									
	RECREATION IMPROVEMENT	7256								
	TATUM PARK	7256 01								

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THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	PEOPLE'S PARK-PALMERS	7256 03								
	TIPTON STREET	7256 04								
	9TH STREET BALLPARK	7256 05								
	JAYCEE BALLPARK	7256 06								
	5TH STREET COMM. CTR.	7256 07								
	SAN ANTONIO SCORE BOO	7256 10								
	HOPE PARK	7256 11								
	MOBILE ST. POCKET PAR	7256 14								
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	RECREATION IMPROVEM									
	OTHER IMPROVEMENTS	7295								
	KAMPER PK TENNIS/WLK	7295 03	48,390		48,363	27	83%	100%	9,645	20%
	THAMES ELEMENTARY	7295 05								
	TIMBERTON IMPROVEMENT	7295 13								
	PLAYGROUND IMPROVEMEN	7295 15								
	DAHMER PARK	7295 18								
	CAMERON FIELD	7295 19								
999	REC.FAC. - STORM DAMA	7295 40	435,782	14,008	222,821	198,953	83%	51%	(168,396)	-39%
	DUNCAN LAKE	7295 42								
737	CHAIN PARK	7295 43	90,000	16,458	72,601	941	83%	81%	(2,878)	-3%
	VETERAN'S PARK	7295 46								
3,175	TATUM PARK/DIXIE YOUT	7295 49	245,000	9,426	58,279	177,295	83%	24%	(175,065)	-71%
	KATZ PARK WALL	7295 50								
	TOWN SQUARE PARK	7295 52								
7,871	MISC.OTHER IMPROVEMEN	7295 99	48,000	2,098	22,271	23,631	83%	46%	(21,274)	-44%
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12,782	**OTHER IMPROVEMENTS**		**867,172**	**41,990**	**424,335**	**400,847**	**83%**	**49%**	**(357,970)**	**-41%**
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12,782	**IMPROVEMENT OTHER TH**		**867,172**	**41,990**	**424,335**	**400,847**	**83%**	**49%**	**(357,970)**	**-41%**
	MACHINERY AND EQUIPMENT									
	8/29/05 STORM EQUIP	7302								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
1,313	AGRICULTURAL EQUIPMENT	7335	55,500	17,480	37,604	416	83%	68%	(10,375)	-19%
	RECREATIONAL EQUIPMENT	7350								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								

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THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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1,313	**MACHINERY AND EQUIPM**		**55,500**	**17,480**	**37,604**	**416**	**83%**	**68%**	**(10,375)**	**-19%**
	VEHICLES									
	BUSES	7410								
	PICK UP TRUCKS	7420								
	SPECIAL TRUCKS	7450								
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	VEHICLES									
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14,095	**CAPITAL OUTLAY**		**922,672**	**59,470**	**461,940**	**401,263**	**83%**	**50%**	**(368,344)**	**-40%**
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135,932	**EXPENDITURES**		**2,585,325**	**76,459**	**1,737,946**	**770,922**	**83%**	**67%**	**(499,789)**	**-19%**

			CITY OF HATTIESBURG							
	002315 - PKS/REC-REC.ADMIN/COM.REL.		EXPENDITURE REPORT							
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THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
51,789	REGULAR WAGES	4000	373,341		296,588	76,753	83%	79%	(17,435)	-5%
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300			248	(248)			297	
	DISASTER RECOVERY OVER	4310								
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51,789	**SALARIES**		**373,341**		**296,835**	**76,506**	**83%**	**80%**	**(17,139)**	**-5%**
	EMPLOYEE BENEFITS									
3,602	STATE RETIREMENT	4600	39,399		32,015	7,384	83%	81%	(981)	-2%
3,875	F.I.C.A. TAXES	4700	28,610		21,943	6,667	83%	77%	(2,278)	-8%
2,716	HOSPITALIZATION INS.	4800	36,540		27,968	8,572	83%	77%	(2,978)	-8%
	UNEMPLOYMENT BENEFITS	4900	1,000			1,000	83%	0%	(1,000)	-100%
	WORKMAN'S COMPENSATION	4910	13,986		13,986		83%	100%	2,797	20%
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10,193	**EMPLOYEE BENEFITS**		**119,535**		**95,911**	**23,624**	**83%**	**80%**	**(4,441)**	**-4%**
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61,982	**PERSONAL SERVICES**		**492,876**		**392,746**	**100,130**	**83%**	**80%**	**(21,580)**	**-4%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003	350		231	119	83%	66%	(72)	-21%
	PRINTED FORMS	5005	55			55	83%	0%	(55)	-100%
	OTHER EXPENDABLE OFF.S	5010	2,200		1,982	218	83%	90%	178	8%
	MINOR OFFICE EQUIP/FUR	5020								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070								
	COMPUTER SUPPLIES	5080	800		541	259	83%	68%	(150)	-19%
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	OFFICE SUPPLIES		**3,405**		**2,754**	**651**	**83%**	**81%**	**(100)**	**-3%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								
	HOUSEHOLD SUPPLIES	5110								
	FOOD	5115	100			100	83%	0%	(100)	-100%
	MEDICAL SUPPLIES	5120	100			100	83%	0%	(100)	-100%
916	CHEMICALS	5130	8,500		7,129	1,371	83%	84%	54	1%
	SERVE-SAFE SUPPLIES	5155	200			200	83%	0%	(200)	-100%

			CITY OF HATTIESBURG							
	002315 - PKS/REC-REC.ADMIN/COM.REL.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	GAS AND OIL	5250	11,800		5,735	6,065	83%	49%	(4,918)	-42%
	LUBRICANTS	5255								
	OTHER FUEL	5260								
430	WEARING APPAREL	5355	1,600		1,456	144	83%	91%	147	9%
	CONCRETE, CEMENT, ETC.	5405								
	SAND,CLAY,GRVL,FILL DI	5415								
	HORT./LANDSCAPING SPLY	5440								
84	MINOR EQUIPMENT	5460	2,250		1,720	530	83%	76%	(186)	-8%
994	RECREATIONAL SUPPLIES	5510	65,673	640	44,931	20,102	83%	68%	(11,755)	-18%
	MDSE FOR RESALE	5520	8,725			8,725	83%	0%	(8,725)	-100%
	CERAMIC SUP.FOR RESALE	5521								
	OTHER OPERATING MATL/S	5590	850			850	83%	0%	(850)	-100%
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2,423	**OPERATING SUPPLIES**		**99,798**	**640**	**60,970**	**38,188**	**83%**	**61%**	**(26,634)**	**-27%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	300			300	83%	0%	(300)	-100%
	ELECTRICAL SUPPLIES	5605								
	PLUMBING SUPPLIES	5610								
	STRUCTURAL STEEL & IRO	5620								
	PAINT AND PAINTING SPL	5650	150			150	83%	0%	(150)	-100%
	MTR VEHICLE REP. PTS/S	5700	1,037		494	543	83%	48%	(444)	-43%
	RECREATIONAL EQ. REP P	5765								
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	REPAIR & MAINTENANCE		**1,487**		**494**	**993**	**83%**	**33%**	**(894)**	**-60%**
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2,423	**SUPPLIES AND EXPENSES**		**104,690**	**640**	**64,218**	**39,832**	**83%**	**61%**	**(27,628)**	**-26%**
	_____									
	PROFESSIONAL SERVICES									
	ARCHITECTURAL	6012								
	CONSULTANT SERV/SURVEY	6020								
	CONTRACTUAL PROGRAMS	6032								
12,847	OFFICIALS	6034	98,700		85,655	13,045	83%	87%	4,086	4%
15,400	OTHER PROFESSIONAL SER	6049	179,284		152,854	26,430	83%	85%	4,140	2%
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28,247	**PROFESSIONAL SERVICE**		**277,984**		**238,509**	**39,475**	**83%**	**86%**	**8,226**	**3%**
	COMMUNICATIONS									
99	TELEPHONE AND TELEGRAP	6060	1,760		882	878	83%	50%	(701)	-40%

			CITY OF HATTIESBURG							
	002315 - PKS/REC-REC.ADMIN/COM.REL.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	POSTAGE	6070								
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99	**COMMUNICATIONS**		**1,760**		**882**	**878**	**83%**	**50%**	**(701)**	**-40%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	650			650	83%	0%	(650)	-100%
	CONTRACT TRAVEL	6115								
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION		**650**			**650**	**83%**	**0%**	**(650)**	**-100%**
	ADVERTISING									
	ADVERTISING	6150								
	ADVERTISING-SPEC. EVEN	6152								
2,473	ADVERTISING-SENIOR FAR	6154	3,740		3,723	17	83%	100%	727	19%
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2,473	**ADVERTISING**		**3,740**		**3,723**	**17**	**83%**	**100%**	**727**	**19%**
	PRINTING AND BINDING									
	PRINTING	6200	100			100	83%	0%	(100)	-100%
	FILM PROCESSING	6240								
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	PRINTING AND BINDING		**100**			**100**	**83%**	**0%**	**(100)**	**-100%**
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	BOILER MACHINERY	6260								
	OTHER INSURANCE	6299								
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	INSURANCE									
	UTILITIES									
24	GAS	6300	4,700		1,449	3,251	83%	31%	(2,961)	-63%
14,331	ELECTRICITY	6305	150,000		121,313	28,687	83%	81%	(4,424)	-3%
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14,355	**UTILITIES**		**154,700**		**122,762**	**31,938**	**83%**	**79%**	**(7,385)**	**-5%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	1,000		400	600	83%	40%	(520)	-52%
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357	300			300	83%	0%	(300)	-100%
	OFFICE EQUIPMENT R&M	6365	1,700			1,700	83%	0%	(1,700)	-100%

			CITY OF HATTIESBURG							
	002315 - PKS/REC-REC.ADMIN/COM.REL.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	HOUSEHOLD EQUIPMENT R&	6370								
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382	250			250	83%	0%	(250)	-100%
	MOTOR VEHICLE EQ. R&M	6384	800		773	27	83%	97%	127	16%
	RECREATIONAL EQ. R&M	6388								
	COMMUNICATION EQ. R&M	6390								
	DISINFECT./EXTERMINATI	6394	1,700		1,134	566	83%	67%	(339)	-20%
	SIGN PAINTING	6396	200			200	83%	0%	(200)	-100%
	TOW IN CHARGES	6398								
	OTHER REPAIRS AND MAIN	6399								
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	REPR/MAINT-OUTSIDE L		**5,950**		**2,307**	**3,643**	**83%**	**39%**	**(3,181)**	**-53%**
	RENTALS									
	LAND RENT	6400								
	MACHINERY RENT	6420								
	CYLINDER RENT	6425								
	MOP-MAT-RAG-RENT	6435								
	OTHER RENT	6449	800		800		83%	100%	160	20%
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	RENTALS		**800**		**800**		**83%**	**100%**	**160**	**20%**
	OTHER SERVICES & CHARGE									
288	PROP.TAX COLL. FEES .0	6830	5,000		2,721	2,279	83%	54%	(1,734)	-35%
26	PROP.TAX COLL. FEES.00	6831	4,000		3,432	568	83%	86%	118	3%
28	BANK SERV/TRF FEE	6832	50		28	22	83%	56%	(16)	-32%
500	DUES AND MEMBERSHIPS	6840	500		500		83%	100%	100	20%
600	REGISTRATION FEE/TUITI	6845	1,450		9-	1,459	83%	1%	(1,439)	-99%
	CONTRACT COACHES	6852								
	DAY CAMP COUNSELORS	6855								
	CUSTODIAL SERVICE	6870								
	SERVICES NOT SPECIFIED	6999	200			200	83%	0%	(200)	-100%
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1,442	**OTHER SERVICES & CHA**		**11,200**		**6,672**	**4,528**	**83%**	**60%**	**(3,193)**	**-29%**
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46,616	**OTHER SERVICES & CHAR**		**456,884**		**375,656**	**81,228**	**83%**	**82%**	**(6,096)**	**-1%**
	IMPROVEMENT OTHER THAN									
	PARKING LOT/DRIVEWAY	7227								

			CITY OF HATTIESBURG							
	002315 - PKS/REC-REC.ADMIN/COM.REL.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	RECREATIONAL EQUIPMENT	7350								
	COMMUNICATION EQUIPMEN	7355								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	PICK UP TRUCKS	7420								
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	VEHICLES									
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	CAPITAL OUTLAY									
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111,021	**EXPENDITURES**		**1,054,450**	**640**	**832,621**	**221,189**	**83%**	**79%**	**(55,304)**	**-5%**

			CITY OF HATTIESBURG							
	002341 - PKS/REC-KAMPER PARK ZOO DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
	REGULAR WAGES	4000								
	DISASTER RECOVERY WAGE	4010								
	OVERTIME	4300								
	DISASTER RECOVERY OVER	4310								
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	SALARIES									
	EMPLOYEE BENEFITS									
	STATE RETIREMENT	4600								
	F.I.C.A. TAXES	4700								
	HOSPITALIZATION INS.	4800								
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910								
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	EMPLOYEE BENEFITS									
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	PERSONAL SERVICES									
	_____									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010								
	MINOR OFFICE EQUIP/FUR	5020								
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070								
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	OFFICE SUPPLIES									
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								
	HOUSEHOLD SUPPLIES	5110								
	MEDICAL SUPPLIES	5120								
	CHEMICALS	5130								
	FEED FOR ANIMALS	5150								
	ANIMAL SUPPLIES	5160								

			CITY OF HATTIESBURG							
	002341 - PKS/REC-KAMPER PARK ZOO DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	GAS AND OIL	5250								
	LUBRICANTS	5255								
	DIESEL FUEL	5257								
	OTHER FUEL	5260								
	WEARING APPAREL	5355								
	CONCRETE, CEMENT, ETC.	5405								
	SAND,CLAY,GRVL,FILL DI	5415								
	HORT./LANDSCAPING SPLY	5440								
	HAND TOOLS	5450								
	MINOR EQUIPMENT	5460								
	RECREATIONAL SUPPLIES	5510								
	CONCESSION SUPPLIES	5515								
	MDSE FOR RESALE-GIFTSH	5520								
	MDSE FOR RESALE-CONCES	5522								
	TRAFFIC SIGNS	5545								
	OTHER OPERATING MATL/S	5590								
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	OPERATING SUPPLIES									
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	ELECTRICAL SUPPLIES	5605								
	PLUMBING SUPPLIES	5610								
	STRUCTURAL STEEL & IRO	5620								
	PAINT AND PAINTING SPL	5650								
	MTR VEHICLE REP. PTS/S	5700								
	COMMUNICATION REPAIR P	5750								
	AGRICLTRL REPAIR PTS/S	5755								
	RECREATIONAL EQ. REP P	5765								
	OTHER REPAIR/MAINT. SP	5990								
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	REPAIR & MAINTENANCE									
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	SUPPLIES AND EXPENSES									
	_____									
	PROFESSIONAL SERVICES									
	VETERINARIAN	6030								
	OTHER PROFESSIONAL SER	6049								

			CITY OF HATTIESBURG							
	002341 - PKS/REC-KAMPER PARK ZOO DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OTHER PROF SERV-KPZ CO	6049 98								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	POSTAGE	6070								
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	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	FILM PROCESSING	6240								
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	PRINTING AND BINDING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	BOILER MACHINERY	6260								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
	GAS	6300								
	ELECTRICITY	6305								
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	UTILITIES									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	ELECTRICAL R&M	6355								

			CITY OF HATTIESBURG							
	002341 - PKS/REC-KAMPER PARK ZOO DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	PLUMBING EQUIPMENT R&M	6357								
	OFFICE EQUIPMENT R&M	6365								
	HOUSEHOLD EQUIPMENT R&	6370								
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382								
	MOTOR VEHICLE EQ. R&M	6384								
	AGRICULTURAL EQ. R&M	6387								
	RECREATIONAL EQ. R&M	6388								
	COMMUNICATION EQ. R&M	6390								
	DISINFECT./EXTERMINATI	6394								
	SIGN PAINTING	6396								
	TOW IN CHARGES	6398								
	OTHER REPAIRS AND MAIN	6399								
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	REPR/MAINT-OUTSIDE L									
	RENTALS									
	LAND RENT	6400								
	BUILDING RENT	6405								
	MACHINERY RENT	6420								
	CYLINDER RENT	6425								
	UNIFORM RENT	6430								
	MOP-MAT-RAG RENT	6435								
	OTHER RENT	6449								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	THEFT LOSS	6818								
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
	CUSTODIAL SERVICE	6870								
	SALES TAX-KPZ RIDES	6996								
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
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			CITY OF HATTIESBURG							
	002341 - PKS/REC-KAMPER PARK ZOO DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	K.P CONCESSION STAND	7100 06								
	REHAB. EXISTING BLDGS	7100 12								
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	BUILDINGS									
	BUILDING IMPROVEMENTS	7150								
	ED CENTER HOLDING ARE	7150 08								
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	PARKING LOT/DRIVEWAY	7227								
	STREETS & ROADWAYS	7230								
	PARK & PLAYGROUND LIGH	7240								
	LANDSCAPING	7250								
	OTHER IMPROVEMENTS	7295								
	TIGER EXHIBIT	7295 14								
	ZEBRA EXHIBIT	7295 17								
	SMALL ANIMAL EXHIBITS	7295 23								
	AFRICAN EXHIBIT	7295 25								
	PRAIRIE DOG EXHIBIT	7295 48								
	MISC.OTHER IMPROVEMEN	7295 99								
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	OTHER IMPROVEMENTS									
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	DATA PROCESSING EQUIP.	7327								
	AGRICULTURAL EQUIPMENT	7335								
	RECREATIONAL EQUIPMENT	7350								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									

			CITY OF HATTIESBURG							
	002341 - PKS/REC-KAMPER PARK ZOO DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
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	VEHICLES									
	OTHER									
	ZOOLOGICAL ANIMALS	7505								
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	OTHER									
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	CAPITAL OUTLAY									
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	EXPENDITURES									

			CITY OF HATTIESBURG							
	004369 - LIBRARY FUND EXPENDITURES		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OTHER SERVICES & CHARGE									
281	PROP.TAX COLL. FEES .0	6830			2,650	(2,650)			3,180	
25	PROP.TAX COLL. FEES.00	6831			3,343	(3,343)			4,011	
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306	**OTHER SERVICES & CHA**				**5,993**	**(5,993)**			**7,191**	
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306	**OTHER SERVICES & CHAR**				**5,993**	**(5,993)**			**7,191**	
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306	**EXPENDITURES**				**5,993**	**(5,993)**			**7,191**	

			CITY OF HATTIESBURG							
	005160 - H.M.F.P.FUND-FIRE DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OFFICE SUPPLIES									
	MINOR OFFICE EQUIP/FUR	5020	3,000		2,363	637	83%	79%	(164)	-5%
	PUBLIC EDUCATION MAT'L	5032	1,500			1,500	83%	0%	(1,500)	-100%
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	OFFICE SUPPLIES		**4,500**		**2,363**	**2,137**	**83%**	**53%**	**(1,664)**	**-37%**
	OPERATING SUPPLIES									
	GAS AND OIL	5250								
	WEARING APPAREL	5355	64,000	45,843	11,501	6,656	83%	18%	(50,198)	-78%
	MINOR EQUIPMENT	5460								
	MINOR FIRE FIGHTING EQ	5462								
	HAZ.MAT SUPPLIES	5466								
	FIRE HOSE	5470								
	SFTY/FIRE P/MATL CONTR	5535	1,500		1,048	452	83%	70%	(242)	-16%
	OTHER OPER.MATLS-USM	5590								
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	OPERATING SUPPLIES		**65,500**	**45,843**	**12,549**	**7,108**	**83%**	**19%**	**(50,441)**	**-77%**
	REPAIR & MAINTENANCE SP									
	MTR VEHICLE REP. PTS/S	5700								
	COMMUNICATION REPAIR P	5750								
	MINOR COMPUTER EQUIP.	5800	2,000		1,458	542	83%	73%	(250)	-13%
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	REPAIR & MAINTENANCE		**2,000**		**1,458**	**542**	**83%**	**73%**	**(250)**	**-13%**
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	SUPPLIES AND EXPENSES		**72,000**	**45,843**	**16,370**	**9,787**	**83%**	**23%**	**(52,356)**	**-73%**
	_____									
	OTHER PROFESSIONAL SER	6049	17,100		6,405	10,695	83%	37%	(9,414)	-55%
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
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	TRANSPORTATION									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M (USM)	6350								
	MOTOR VEHICLE EQ. R&M	6384	5,000			5,000	83%	0%	(5,000)	-100%
	COMMUNICATION EQ. R&M	6390								
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			CITY OF HATTIESBURG							
	005160 - H.M.F.P.FUND-FIRE DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	REPR/MAINT-OUTSIDE L		**5,000**			**5,000**	**83%**	**0%**	**(5,000)**	**-100%**
	OTHER SERVICES & CHARGE									
	BANK SERV/TRF FEE	6832								
	REGISTRATION FEE/TUITI	6845	22,400		22,366	34	83%	100%	4,439	20%
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	OTHER SERVICES & CHA		**22,400**		**22,366**	**34**	**83%**	**100%**	**4,439**	**20%**
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	OTHER SERVICES & CHAR		**44,500**		**28,770**	**15,730**	**83%**	**65%**	**(9,976)**	**-22%**
	_____									
	LAND									
	LAND	7000								
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	LAND									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	FIRE DRILL TOWER	7100 02	20,000			20,000	83%	0%	(20,000)	-100%
	FIRE STATIONS	7100 20	241,861			241,861	83%	0%	(241,861)	-100%
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	BUILDINGS		**261,861**			**261,861**	**83%**	**0%**	**(261,861)**	**-100%**
	BUILDING IMPROVEMENTS	7150								
	FIRE STA IMPR-USM MON	7150 30								
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE		**261,861**			**261,861**	**83%**	**0%**	**(261,861)**	**-100%**
	IMPROVEMENT OTHER THAN									
	PARKING LOT/DRIVEWAY	7227								
	LANDSCAPING	7250								
	OTHER IMPROVEMENTS	7295								
	OTHER IMPROVEMENTS-USM	7297	6,900			6,900	83%	0%	(6,900)	-100%
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	IMPROVEMENT OTHER TH		**6,900**			**6,900**	**83%**	**0%**	**(6,900)**	**-100%**
	MACHINERY AND EQUIPMENT									
	FIRE FIGHTING	7315	20,000		17,500	2,500	83%	88%	1,000	5%
	HOUSEHOLD FURN/EQUIP.	7320								
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327	40,000		8,934	31,066	83%	22%	(29,279)	-73%

			CITY OF HATTIESBURG							
	005160 - H.M.F.P.FUND-FIRE DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	AGRICULTURAL EQUIPMENT	7335								
960	COMMUNICATION EQUIPMEN	7355	56,728	21,891	11,705	23,132	83%	21%	(42,682)	-75%
	COMMUNICATION EQ-USM	7356								
	HYDRANTS & METERS(USM)	7365	10,000			10,000	83%	0%	(10,000)	-100%
	OTHER EQUIP-USM MONIES	7398								
	OTHER EQUIPMENT	7399	35,000			35,000	83%	0%	(35,000)	-100%
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960	**MACHINERY AND EQUIPM**		**161,728**	**21,891**	**38,139**	**101,698**	**83%**	**24%**	**(115,961)**	**-72%**
	VEHICLES									
	AUTOMOBILES	7400								
	MOTORCYCLES	7405								
	BUSES	7410								
	PICK UP TRUCKS	7420								
	HEAVY TRUCKS	7430								
	FIRE TRUCKS	7435								
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	VEHICLES									
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960	**CAPITAL OUTLAY**		**430,489**	**21,891**	**38,139**	**370,459**	**83%**	**9%**	**(384,722)**	**-89%**
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960	**EXPENDITURES**		**546,989**	**67,734**	**83,279**	**395,976**	**83%**	**15%**	**(447,054)**	**-82%**

			CITY OF HATTIESBURG							
	005460 - H.M.F.P.FUND-CAPITAL LEASES		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	CAPITAL LEASE PAYMENTS									
	MDB-BLDG-FIRE STA #8	8515								
	FIRE TRUCKS LEASE-A'04	8527								
	FIRE TRUCKS LEASE-B'04	8528								
	FIRE TRUCKS LEASE-'06	8529								
	FIRE PROT.EQUIP.LEASE	8530								
12,478	FIRE TRUCKS LEASE-'11	8532	148,560		123,509	25,051	83%	83%	(349)	0%
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12,478	**CAPITAL LEASE PAYMEN**		**148,560**		**123,509**	**25,051**	**83%**	**83%**	**(349)**	**0%**
	INTEREST ON CAPITAL LEA									
	MDB-BLDG-FIRE STA #8	8615								
	FIRE TRUCKS LEASE-A'04	8627								
	FIRE TRUCKS LEASE-B'04	8628								
	FIRE TRUCKS LEASE-'06	8629								
	FIRE PROT.EQUIP.LEASE	8630								
1,863	FIRE TRUCKS LEASE-'11	8632	23,540		19,897	3,643	83%	85%	336	1%
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1,863	**INTEREST ON CAPITAL**		**23,540**		**19,897**	**3,643**	**83%**	**85%**	**336**	**1%**
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14,341	**DEBT SERVICE**		**172,100**		**143,406**	**28,694**	**83%**	**83%**	**(12)**	**0%**
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14,341	**EXPENDITURES**		**172,100**		**143,406**	**28,694**	**83%**	**83%**	**(12)**	**0%**

			CITY OF HATTIESBURG							
	008201 - SPEC.ST.IMPR-STREET DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OPERATING SUPPLIES									
	CHEMICALS	5130								
	GAS AND OIL	5250								
	LUBRICANTS	5255								
	OTHER FUEL	5260								
	ASPHALT & ASPHALT PROD	5400								
	CONCRETE, CEMENT, ETC.	5405								
	BRICK,STONE,MORTAR,ETC	5410								
	SAND,CLAY,GRVL,FILL DI	5415								
	DRAINAGE PIPE & CULVER	5420								
	HORT./LANDSCAPING SPLY	5440								
	MINOR EQUIPMENT	5460								
	TRAFFIC CONTROL EQ. SP	5540								
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	OPERATING SUPPLIES									
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	PLUMBING SUPPLIES	5610								
	STRUCTURAL STEEL & IRO	5620								
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	REPAIR & MAINTENANCE									
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	SUPPLIES AND EXPENSES									
	_____									
	PROFESSIONAL SERVICES									
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	REPR/MAINT-OUTSIDE LABO									
	STREETS & STRUCTURES R	6360	261,000			261,000	83%	0%	(261,000)	-100%
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	REPR/MAINT-OUTSIDE L		**261,000**			**261,000**	**83%**	**0%**	**(261,000)**	**-100%**
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	OTHER SERVICES & CHAR		**261,000**			**261,000**	**83%**	**0%**	**(261,000)**	**-100%**
	_____									

			CITY OF HATTIESBURG							
	008201 - SPEC.ST.IMPR-STREET DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	LAND									
	LAND	7000								
	EASEMENTS	7010								
	STREETS & ROADWAYS	7230								
	4TH STREET	7230 09								
	LINCOLN RD-FAUS-#1	7230 12								
	LINCOLN RD-FAUS-#2	7230 17								
	LINCOLN RD-FAUS-#3	7230 27								
	LINCOLN RD-FAUS-#4	7230 29								
	CLASSIC DR-FAUS	7230 36								
	SOUTH 28TH-FAUS	7230 37								
	WALMART/TIF PROJECT	7230 80								
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	STREETS & ROADWAYS									
----------			---------	---------	---------	---------	-----	-----	--------	-----
	LAND									
----------			---------	---------	---------	---------	-----	-----	--------	-----
	CAPITAL OUTLAY									
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	EXPENDITURES		**261,000**			**261,000**	**83%**	**0%**	**(261,000)**	**-100%**

			CITY OF HATTIESBURG							
	009660 - W&S O&M-CUSTOMER ACCT.DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
18,778	REGULAR WAGES	4000	264,352		193,810	70,542	83%	73%	(31,780)	-12%
	DISASTER RECOVERY WAGE	4010			7	(7)			8	
344	OVERTIME	4300	1,000		1,235	(235)	83%	124%	482	48%
	DISASTER RECOVERY OVER	4310								
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19,123	**SALARIES**		**265,352**		**195,051**	**70,301**	**83%**	**74%**	**(31,290)**	**-12%**
	EMPLOYEE BENEFITS									
3,012	STATE RETIREMENT	4600	37,700		28,099	9,601	83%	75%	(3,981)	-11%
1,432	F.I.C.A. TAXES	4700	20,230		14,529	5,701	83%	72%	(2,795)	-14%
3,880	HOSPITALIZATION INS.	4800	62,640		35,604	27,036	83%	57%	(19,915)	-32%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	4,015		4,015		83%	100%	803	20%
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8,324	**EMPLOYEE BENEFITS**		**124,585**		**82,247**	**42,338**	**83%**	**66%**	**(25,888)**	**-21%**
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27,447	**PERSONAL SERVICES**		**389,937**		**277,298**	**112,639**	**83%**	**71%**	**(57,179)**	**-15%**
	_____									
	OFFICE SUPPLIES									
224	PAPER	5003	2,500	599	1,858	43	83%	74%	(270)	-11%
	PRINTED FORMS	5005								
211	OTHER EXPENDABLE OFF.S	5010	2,048		1,769	279	83%	86%	74	4%
282	MINOR OFFICE EQUIP/FUR	5020	875		693	182	83%	79%	(43)	-5%
	BOOKS	5070	475		285	190	83%	60%	(133)	-28%
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717	**OFFICE SUPPLIES**		**5,898**	**599**	**4,605**	**693**	**83%**	**78%**	**(372)**	**-6%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100	300		123	177	83%	41%	(152)	-51%
	MEDICAL SUPPLIES	5120								
	GAS AND OIL	5250	10,705		7,180	3,525	83%	67%	(2,089)	-20%
	LUBRICANTS	5255								
	CONCRETE, CEMENT, ETC.	5405								
492	HAND TOOLS	5450	4,645		3,637	1,008	83%	78%	(280)	-6%
	MINOR EQUIPMENT	5460	150		46	104	83%	31%	(94)	-63%
	METER LOCKS	5467	1,249		678	571	83%	54%	(435)	-35%

			CITY OF HATTIESBURG							
	009660 - W&S O&M-CUSTOMER ACCT.DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OTHER OPERATING MATL/S	5590	600		288	312	83%	48%	(254)	-42%
492	**OPERATING SUPPLIES**		**17,649**		**11,951**	**5,698**	**83%**	**68%**	**(3,307)**	**-19%**
	REPAIR & MAINTENANCE SP									
	ELECTRICAL SUPPLIES	5605	285		143	142	83%	50%	(113)	-40%
472	MTR VEHICLE REP. PTS/S	5700	2,645		2,364	281	83%	89%	191	7%
	COMMUNICATION REPAIR P	5750	341		90	251	83%	26%	(233)	-68%
67	OTHER REPAIR/MAINT. SP	5990	450		340	110	83%	76%	(42)	-9%
539	**REPAIR & MAINTENANCE**		**3,721**		**2,937**	**784**	**83%**	**79%**	**(196)**	**-5%**
1,749	**SUPPLIES AND EXPENSES**		**27,268**	**599**	**19,493**	**7,175**	**83%**	**71%**	**(3,876)**	**-14%**
	PROFESSIONAL SERVICES									
	AUDITING AND ACCOUNTIN	6010	11,500		11,139	361	83%	97%	1,866	16%
	APPRAISAL	6017								
	LEGAL	6025								
	MEDICAL	6027								
1,294	OTHER PROFESSIONAL SER	6049	21,200		16,619	4,581	83%	78%	(1,257)	-6%
1,294	**PROFESSIONAL SERVICE**		**32,700**		**27,758**	**4,942**	**83%**	**85%**	**609**	**2%**
	COMMUNICATIONS									
24	TELEPHONE AND TELEGRAP	6060	5,220		515	4,705	83%	10%	(4,602)	-88%
3,500	POSTAGE	6070	49,000		35,650	13,350	83%	73%	(6,220)	-13%
3,524	**COMMUNICATIONS**		**54,220**		**36,165**	**18,055**	**83%**	**67%**	**(10,822)**	**-20%**
	TRANSPORTATION									
	FREIGHT	6120	95			95	83%	0%	(95)	-100%
	TRANSPORTATION		**95**			**95**	**83%**	**0%**	**(95)**	**-100%**
	ADVERTISING									
	ADVERTISING	6150	95			95	83%	0%	(95)	-100%
	ADVERTISING		**95**			**95**	**83%**	**0%**	**(95)**	**-100%**
	PRINTING AND BINDING									
	PRINTING	6200	9,825		2,375	7,450	83%	24%	(6,975)	-71%

			CITY OF HATTIESBURG							
	009660 - W&S O&M-CUSTOMER ACCT.DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	PRINTING AND BINDING		**9,825**		**2,375**	**7,450**	**83%**	**24%**	**(6,975)**	**-71%**
	INSURANCE									
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
12	GAS	6300	1,900		769	1,131	83%	40%	(977)	-51%
683	ELECTRICITY	6305	5,500		4,226	1,274	83%	77%	(428)	-8%
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695	**UTILITIES**		**7,400**		**4,995**	**2,405**	**83%**	**68%**	**(1,406)**	**-19%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	3,800			3,800	83%	0%	(3,800)	-100%
	OFFICE EQUIPMENT R&M	6365	2,050		1,976	74	83%	96%	321	16%
	FIXED EQUIPMENT R&M	6380	4,495		2,495	2,000	83%	56%	(1,501)	-33%
	MOTOR VEHICLE EQ. R&M	6384	8,000		349	7,651	83%	4%	(7,581)	-95%
	COMMUNICATION EQ. R&M	6390	1,000		460	540	83%	46%	(448)	-45%
74	DISINFECT./EXTERMINATI	6394	800		383	417	83%	48%	(340)	-43%
	OTHER REPAIRS AND MAIN	6399	1,045			1,045	83%	0%	(1,045)	-100%
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74	**REPR/MAINT-OUTSIDE L**		**21,190**		**5,663**	**15,527**	**83%**	**27%**	**(14,394)**	**-68%**
	RENTALS									
	BUILDING RENT	6405								
	OFFICE EQUIPMENT RENT	6410								
28	UNIFORM RENT	6430	1,100		40	1,060	83%	4%	(1,052)	-96%
	MOP-MAT-RAG RENT	6435								
	OTHER RENT	6449								
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28	**RENTALS**		**1,100**		**40**	**1,060**	**83%**	**4%**	**(1,052)**	**-96%**
	OTHER SERVICES & CHARGE									
	CASH OVERAGE/SHORTAGE	6819								
	BANK SERV/TRF FEE	6832	190			190	83%	0%	(190)	-100%
	REFUNDS	6835								
	WATER RELATED REFUND	6835 WTR								
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	REFUNDS									
	NSF CHECKS	6836								
	DUES AND MEMBERSHIPS	6840								

			CITY OF HATTIESBURG							
	009660 - W&S O&M-CUSTOMER ACCT.DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	REGISTRATION FEE/TUITI	6845	190			190	83%	0%	(190)	-100%
	SERVICES NOT SPECIFIED	6999	5,525			5,525	83%	0%	(5,525)	-100%
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	OTHER SERVICES & CHA		**5,905**			**5,905**	**83%**	**0%**	**(5,905)**	**-100%**
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5,614	**OTHER SERVICES & CHAR**		**132,530**		**76,996**	**55,534**	**83%**	**58%**	**(40,134)**	**-30%**
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDING IMPROVEMENTS	7150								
	WATER OFFICE RENOVATI	7150 16								
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327	8,000		7,672	328	83%	96%	1,206	15%
	WATER UTILITY SOFTWARE	7329								
	CONSTRUCTION EQUIPMENT	7345								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM		**8,000**		**7,672**	**328**	**83%**	**96%**	**1,206**	**15%**
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420	20,000	18,150		1,850	83%	0%	(20,000)	-100%
	SPECIAL TRUCKS	7450								
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	VEHICLES		**20,000**	**18,150**		**1,850**	**83%**	**0%**	**(20,000)**	**-100%**
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	CAPITAL OUTLAY		**28,000**	**18,150**	**7,672**	**2,178**	**83%**	**27%**	**(18,793)**	**-67%**
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34,809	**EXPENDITURES**		**577,735**	**18,749**	**381,460**	**177,526**	**83%**	**66%**	**(119,983)**	**-21%**

			CITY OF HATTIESBURG							
	009672 - W&S O&M-WATER TRANSMISSION DIV		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
30,659	REGULAR WAGES	4000	474,921		320,261	154,660	83%	67%	(90,607)	-19%
	DISASTER RECOVERY WAGE	4010			200	(200)			240	
4,876	OVERTIME	4300	24,000		37,299	(13,299)	83%	155%	20,758	86%
	DISASTER RECOVERY OVER	4310								
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35,536	**SALARIES**		**498,921**		**357,760**	**141,161**	**83%**	**72%**	**(69,609)**	**-14%**
	EMPLOYEE BENEFITS									
5,557	STATE RETIREMENT	4600	71,290		51,090	20,200	83%	72%	(9,982)	-14%
2,669	F.I.C.A. TAXES	4700	38,250		26,895	11,355	83%	70%	(5,976)	-16%
6,208	HOSPITALIZATION INS.	4800	104,400		64,024	40,376	83%	61%	(27,571)	-26%
(165)	UNEMPLOYMENT BENEFITS	4900	4,000		911	3,089	83%	23%	(2,906)	-73%
	WORKMAN'S COMPENSATION	4910	15,755		15,755		83%	100%	3,151	20%
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14,268	**EMPLOYEE BENEFITS**		**233,695**		**158,675**	**75,020**	**83%**	**68%**	**(43,285)**	**-19%**
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49,804	**PERSONAL SERVICES**		**732,616**		**516,434**	**216,182**	**83%**	**70%**	**(112,895)**	**-15%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010								
	MINOR OFFICE EQUIP/FUR	5020								
	SUBSCRIPTIONS,MAGS,MAP	5050								
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	OFFICE SUPPLIES									
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								
	MEDICAL SUPPLIES	5120								
	CHEMICALS	5130								
69	GAS AND OIL	5250	78,000		49,325	28,675	83%	63%	(18,810)	-24%
	NATURAL GAS FUEL	5252								
	LUBRICANTS	5255								
	DIESEL FUEL	5257	8,000		2,595	5,405	83%	32%	(4,886)	-61%
	WEARING APPAREL	5355	300		169	131	83%	56%	(97)	-32%

			CITY OF HATTIESBURG							
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			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	ASPHALT & ASPHALT PROD	5400								
2,776	CONCRETE, CEMENT, ETC.	5405	14,000		10,903	3,097	83%	78%	(916)	-7%
	BRICK,STONE,MORTAR,ETC	5410								
2,300	SAND,CLAY,GRVL,FILL DI	5415	8,000		5,750	2,250	83%	72%	(1,100)	-14%
	HORT./LANDSCAPING SPLY	5440								
396	HAND TOOLS	5450	2,300	26	1,925	349	83%	84%	10	0%
	MINOR EQUIPMENT	5460	2,500		1,794	706	83%	72%	(347)	-14%
	HYDRANT PARTS	5480	1,000		480	520	83%	48%	(424)	-42%
	METER PARTS	5485	500			500	83%	0%	(500)	-100%
	VALVE PARTS	5490								
	PUMPING EQUIPMENT PART	5495								
	OTHER OPERATING MATL/S	5590	500		134	366	83%	27%	(339)	-68%
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5,540	**OPERATING SUPPLIES**		**115,100**	**26**	**73,076**	**41,998**	**83%**	**63%**	**(27,408)**	**-24%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	ELECTRICAL SUPPLIES	5605								
8,411	PLUMBING SUPPLIES	5610	45,000	806	44,021	173	83%	98%	7,825	17%
	STRUCTURAL STEEL & IRO	5620								
	PAINT AND PAINTING SPL	5650	1,000		537	463	83%	54%	(355)	-36%
644	MTR VEHICLE REP. PTS/S	5700	16,000	2,691	8,663	4,647	83%	54%	(5,604)	-35%
	COMMUNICATION REPAIR P	5750								
	EXPENDABLE WELDING SPL	5770								
	OTHER REPAIR/MAINT. SP	5990	1,000		120	880	83%	12%	(856)	-86%
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9,055	**REPAIR & MAINTENANCE**		**63,000**	**3,497**	**53,340**	**6,163**	**83%**	**85%**	**1,008**	**2%**
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14,595	**SUPPLIES AND EXPENSES**		**178,100**	**3,523**	**126,416**	**48,162**	**83%**	**71%**	**(26,400)**	**-15%**
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
	ABSTRACTING & RECORDIN	6023								
	MEDICAL	6027								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	COMMUNICATIONS									

			CITY OF HATTIESBURG							
	009672 - W&S O&M-WATER TRANSMISSION DIV		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	POSTAGE	6070								
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	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	FREIGHT	6120								
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	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
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	PRINTING AND BINDING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								
48,762	STREETS & STRUCTURES R	6360	473,000		313,495	159,505	83%	66%	(96,806)	-20%
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382	1,000		26	974	83%	3%	(968)	-97%
2,507	MOTOR VEHICLE EQ. R&M	6384	22,000	2,330	19,411	260	83%	88%	1,293	6%
1,605	CONSTRUCTION EQUIP R&M	6386	3,000	940	1,988	73	83%	66%	(614)	-20%
	COMMUNICATION EQ. R&M	6390								
	TOW IN CHARGES	6398	1,000		905	95	83%	91%	86	9%
	OTHER REPAIRS AND MAIN	6399								
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52,874	**REPR/MAINT-OUTSIDE L**		**500,000**	**3,270**	**335,825**	**160,906**	**83%**	**67%**	**(97,010)**	**-19%**
	RENTALS									
	MACHINERY RENT	6420	500			500	83%	0%	(500)	-100%

			CITY OF HATTIESBURG							
	009672 - W&S O&M-WATER TRANSMISSION DIV		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	CYLINDER RENT	6425								
182	UNIFORM RENT	6430	5,000		1,903	3,097	83%	38%	(2,716)	-54%
	OTHER RENT	6449								
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182	**RENTALS**		**5,500**		**1,903**	**3,597**	**83%**	**35%**	**(3,216)**	**-58%**
	OTHER SERVICES & CHARGE									
	SETTLEMT OF DAMAGE CLA	6700								
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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53,056	**OTHER SERVICES & CHAR**		**505,500**	**3,270**	**337,728**	**164,503**	**83%**	**67%**	**(100,226)**	**-20%**
	_____									
	LEASEHOLDS	7020								
	BUILDING/BLD IMPROVEMEN									
	BUILDING IMPROVEMENTS	7150								
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	DATA PROCESSING EQUIP.	7327								
	CONSTRUCTION EQUIPMENT	7345								
	COMMUNICATION EQUIPMEN	7355								
	HYDRANTS & METERS	7365	40,000		10,726	29,274	83%	27%	(27,128)	-68%
	PIPE	7370								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM		**40,000**		**10,726**	**29,274**	**83%**	**27%**	**(27,128)**	**-68%**
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
	SPECIAL TRUCKS	7450								

			CITY OF HATTIESBURG							
	009672 - W&S O&M-WATER TRANSMISSION DIV		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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	VEHICLES									
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	CAPITAL OUTLAY		**40,000**		**10,726**	**29,274**	**83%**	**27%**	**(27,128)**	**-68%**
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117,455	**EXPENDITURES**		**1,456,216**	**6,793**	**991,304**	**458,120**	**83%**	**68%**	**(266,651)**	**-18%**

			CITY OF HATTIESBURG							
	009673 - W&S O&M-WATER PLANT DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
25,900	REGULAR WAGES	4000	360,781		291,473	69,308	83%	81%	(11,013)	-3%
	DISASTER RECOVERY WAGE	4010								
2,879	OVERTIME	4300	18,000		25,675	(7,675)	83%	143%	12,810	71%
	DISASTER RECOVERY OVER	4310								
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28,780	**SALARIES**		**378,781**		**317,149**	**61,632**	**83%**	**84%**	**1,797**	**0%**
	EMPLOYEE BENEFITS									
4,533	STATE RETIREMENT	4600	54,020		45,655	8,365	83%	85%	766	1%
2,127	F.I.C.A. TAXES	4700	28,979		23,536	5,443	83%	81%	(735)	-3%
5,432	HOSPITALIZATION INS.	4800	80,940		61,648	19,292	83%	76%	(6,962)	-9%
	UNEMPLOYMENT BENEFITS	4900	5,580		2,548	3,032	83%	46%	(2,522)	-45%
	WORKMAN'S COMPENSATION	4910	8,264		8,264		83%	100%	1,652	20%
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12,092	**EMPLOYEE BENEFITS**		**177,783**		**141,651**	**36,132**	**83%**	**80%**	**(7,801)**	**-4%**
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40,872	**PERSONAL SERVICES**		**556,564**		**458,799**	**97,765**	**83%**	**82%**	**(6,005)**	**-1%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003	500	70	316	114	83%	63%	(120)	-24%
	PRINTED FORMS	5005	3,000		1,295	1,705	83%	43%	(1,446)	-48%
	OTHER EXPENDABLE OFF.S	5010	2,000	71	834	1,095	83%	42%	(999)	-50%
	MINOR OFFICE EQUIP/FUR	5020	1,000		236	764	83%	24%	(716)	-72%
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070	200		21	179	83%	11%	(174)	-87%
	COMPUTER SUPPLIES	5080	300			300	83%	0%	(300)	-100%
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	OFFICE SUPPLIES		**7,000**	**141**	**2,702**	**4,157**	**83%**	**39%**	**(3,757)**	**-54%**
	OPERATING SUPPLIES									
16	CLEANING/JANITORIAL SP	5100	2,700	229	1,483	988	83%	55%	(920)	-34%
	FOOD	5115								
	MEDICAL SUPPLIES	5120								
3,378	CHEMICALS	5130	55,000	3,300	44,871	6,829	83%	82%	(1,154)	-2%
590	GAS AND OIL	5250	17,000		4,623	12,377	83%	27%	(11,452)	-67%
	LUBRICANTS	5255	300			300	83%	0%	(300)	-100%

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			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	DIESEL FUEL	5257	15,000		9,464	5,536	83%	63%	(3,643)	-24%
98	OTHER FUEL	5260	600		502	98	83%	84%	2	0%
	WEARING APPAREL	5355			60-	60			72	
	CONCRETE, CEMENT, ETC.	5405								
	SAND,CLAY,GRVL,FILL DI	5415								
	DRAINAGE PIPE & CULVER	5420								
	HORT./LANDSCAPING SPLY	5440	450			450	83%	0%	(450)	-100%
	HAND TOOLS	5450	500		299	201	83%	60%	(141)	-28%
	MINOR EQUIPMENT	5460	1,000			1,000	83%	0%	(1,000)	-100%
	METER PARTS	5485			13-	13			15	
	VALVE PARTS	5490								
	PUMPING EQUIPMENT PART	5495	8,000		3,863	4,137	83%	48%	(3,364)	-42%
63	OTHER OPERATING MATL/S	5590	4,000	400	3,136	464	83%	78%	(236)	-6%
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4,144	**OPERATING SUPPLIES**		**104,550**	**3,929**	**68,168**	**32,453**	**83%**	**65%**	**(22,748)**	**-22%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	2,700	21	1,639	1,040	83%	61%	(733)	-27%
577	ELECTRICAL SUPPLIES	5605	11,000		5,966	5,034	83%	54%	(3,840)	-35%
132	PLUMBING SUPPLIES	5610	2,000		1,312	688	83%	66%	(425)	-21%
	STRUCTURAL STEEL & IRO	5620								
	PAINT AND PAINTING SPL	5650	1,497		1,198	299	83%	80%	(59)	-4%
66	MTR VEHICLE REP. PTS/S	5700	3,200		1,122	2,078	83%	35%	(1,853)	-58%
1,501	GENERATOR REP. PTS/SPL	5705	49,000		4,195	44,805	83%	9%	(43,966)	-90%
	COMMUNICATION REPAIR P	5750	3,000	1,343	1,170	487	83%	39%	(1,596)	-53%
	AGRICLTRL REPAIR PTS/S	5755								
	MINOR COMPUTER EQUIP.	5800								
	OTHER REPAIR/MAINT. SP	5990	1,200		700	500	83%	58%	(360)	-30%
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2,274	**REPAIR & MAINTENANCE**		**73,597**	**1,364**	**17,302**	**54,932**	**83%**	**24%**	**(52,834)**	**-72%**
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6,419	**SUPPLIES AND EXPENSES**		**185,147**	**5,434**	**88,172**	**91,542**	**83%**	**48%**	**(79,340)**	**-43%**
	_____									
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
	CONSULTANT SERV/SURVEY	6020								
2,014	OTHER PROFESSIONAL SER	6049	100,000		20,181	79,819	83%	20%	(75,782)	-76%
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			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
2,014	**PROFESSIONAL SERVICE**		**100,000**		**20,181**	**79,819**	**83%**	**20%**	**(75,782)**	**-76%**
	COMMUNICATIONS									
425	TELEPHONE AND TELEGRAP	6060	2,400		1,994	406	83%	83%	(7)	0%
1	POSTAGE	6070	6,055		2,657	3,398	83%	44%	(2,866)	-47%
426	**COMMUNICATIONS**		**8,455**		**4,650**	**3,805**	**83%**	**55%**	**(2,875)**	**-34%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	2,955		414	2,541	83%	14%	(2,458)	-83%
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
	TRANSPORTATION		**2,955**		**414**	**2,541**	**83%**	**14%**	**(2,458)**	**-83%**
	ADVERTISING									
	ADVERTISING	6150								
	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	PRINTING AND BINDING									
	INSURANCE									
	BOILER MACHINERY	6260								
	SURETY AND FORGERY BON	6270								
	INSURANCE									
	UTILITIES									
35	GAS	6300	12,000		8,097	3,903	83%	67%	(2,283)	-19%
59,155	ELECTRICITY	6305	625,000		517,698	107,302	83%	83%	(3,762)	-1%
59,191	**UTILITIES**		**637,000**		**525,795**	**111,205**	**83%**	**83%**	**(6,046)**	**-1%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	1,000			1,000	83%	0%	(1,000)	-100%
10,379	ELECTRICAL R&M	6355	55,000	25,800	27,874	1,326	83%	51%	(21,551)	-39%
	PLUMBING EQUIPMENT R&M	6357								
	OFFICE EQUIPMENT R&M	6365	1,000		677	323	83%	68%	(187)	-19%
	FIXED EQUIPMENT R&M	6380	74,354		55,629	18,725	83%	75%	(7,599)	-10%
	MINOR EQUIPMENT R&M	6382	1,000		326	674	83%	33%	(608)	-61%

			CITY OF HATTIESBURG							
	009673 - W&S O&M-WATER PLANT DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
1,322	GENERATOR R&M	6383	95,500	45,000	23,410	27,090	83%	25%	(67,408)	-71%
	MOTOR VEHICLE EQ. R&M	6384	3,500		2,486	1,014	83%	71%	(516)	-15%
	CONSTRUCTION EQUIP R&M	6386								
	AGRICULTURAL EQ. R&M	6387								
	COMMUNICATION EQ. R&M	6390	1,000		852	148	83%	85%	22	2%
	DISINFECT./EXTERMINATI	6394	1,500		792	708	83%	53%	(549)	-37%
	OTHER REPAIRS AND MAIN	6399	600		25	575	83%	4%	(570)	-95%
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11,701	**REPR/MAINT-OUTSIDE L**		**234,454**	**70,800**	**112,069**	**51,585**	**83%**	**48%**	**(99,971)**	**-43%**
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	MACHINERY RENT	6420								
	CYLINDER RENT	6425								
192	UNIFORM RENT	6430	3,500		2,208	1,292	83%	63%	(850)	-24%
80	MOP-MAT-RAG RENT	6435	1,000		775	225	83%	78%	(70)	-7%
	OTHER RENT	6449								
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272	**RENTALS**		**4,500**		**2,983**	**1,517**	**83%**	**66%**	**(920)**	**-20%**
	OTHER SERVICES & CHARGE									
	BANK SERV/TRF FEE	6832								
	DUES AND MEMBERSHIPS	6840	1,000		100	900	83%	10%	(880)	-88%
235	REGISTRATION FEE/TUITI	6845	1,000		461	539	83%	46%	(446)	-45%
	CUSTODIAL SERVICE	6870								
	PROPERTY TAXES	6995								
	SERVICES NOT SPECIFIED	6999	2,000		220	1,780	83%	11%	(1,736)	-87%
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235	**OTHER SERVICES & CHA**		**4,000**		**781**	**3,219**	**83%**	**20%**	**(3,062)**	**-77%**
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73,838	**OTHER SERVICES & CHAR**		**991,364**	**70,800**	**666,873**	**253,691**	**83%**	**67%**	**(191,116)**	**-19%**
	BUILDING/BLD IMPROVEMEN									
	BUILDING IMPROVEMENTS	7150								
	W&S WAREHOUSE IMPROVE	7150 11								
	WATER PLANT RENOVATIO	7150 17								
	ELEVATOR	7150 24								
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	BUILDING IMPROVEMEN									

			CITY OF HATTIESBURG							
	009673 - W&S O&M-WATER PLANT DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	FENCES/RAILINGS	7212	1,000			1,000	83%	0%	(1,000)	-100%
	LANDSCAPING	7250								
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH		**1,000**			**1,000**	**83%**	**0%**	**(1,000)**	**-100%**
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327	4,000			4,000	83%	0%	(4,000)	-100%
4,325	WATER UTILITY SOFTWARE	7329	7,500		4,325	3,175	83%	58%	(2,310)	-31%
	AGRICULTURAL EQUIPMENT	7335								
	PLANT EQUIPMENT	7340	4,000		3,995	5	83%	100%	794	20%
	COMMUNICATION EQUIPMEN	7355	3,000			3,000	83%	0%	(3,000)	-100%
	HYDRANTS & METERS	7365								
	OTHER EQUIPMENT	7399								
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4,325	**MACHINERY AND EQUIPM**		**18,500**		**8,320**	**10,180**	**83%**	**45%**	**(8,516)**	**-46%**
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
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	VEHICLES									
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4,325	**CAPITAL OUTLAY**		**19,500**		**8,320**	**11,180**	**83%**	**43%**	**(9,516)**	**-49%**
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125,454	**EXPENDITURES**		**1,752,575**	**76,234**	**1,222,164**	**454,177**	**83%**	**70%**	**(285,978)**	**-16%**

			CITY OF HATTIESBURG							
	009676 - W&S O&M-SEWER DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
24,876	REGULAR WAGES	4000	421,906		281,162	140,744	83%	67%	(84,511)	-20%
	DISASTER RECOVERY WAGE	4010			165	(165)			198	
3,886	OVERTIME	4300	35,000		42,269	(7,269)	83%	121%	15,722	45%
	DISASTER RECOVERY OVER	4310								
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28,762	**SALARIES**		**456,906**		**323,596**	**133,310**	**83%**	**71%**	**(68,590)**	**-15%**
	EMPLOYEE BENEFITS									
4,530	STATE RETIREMENT	4600	65,160		46,574	18,586	83%	71%	(9,271)	-14%
2,171	F.I.C.A. TAXES	4700	34,960		24,562	10,398	83%	70%	(5,485)	-16%
5,044	HOSPITALIZATION INS.	4800	104,400		61,152	43,248	83%	59%	(31,017)	-30%
	UNEMPLOYMENT BENEFITS	4900	2,700		1,572	1,128	83%	58%	(813)	-30%
	WORKMAN'S COMPENSATION	4910	15,499		15,499		83%	100%	3,099	20%
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11,745	**EMPLOYEE BENEFITS**		**222,719**		**149,358**	**73,361**	**83%**	**67%**	**(43,489)**	**-20%**
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40,507	**PERSONAL SERVICES**		**679,625**		**472,955**	**206,670**	**83%**	**70%**	**(112,079)**	**-16%**
	_____									
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								
	HOUSEHOLD SUPPLIES	5110								
	MEDICAL SUPPLIES	5120								
13,493	CHEMICALS	5130	170,000		124,830	45,170	83%	73%	(20,204)	-12%
	GAS AND OIL	5250	30,000		10,274	19,726	83%	34%	(17,671)	-59%
	LUBRICANTS	5255								
	DIESEL FUEL	5257	25,500		14,897	10,603	83%	58%	(7,623)	-30%
	OTHER FUEL	5260								
540	WEARING APPAREL	5355	4,000		3,359	641	83%	84%	30	1%
	ASPHALT & ASPHALT PROD	5400								
80	CONCRETE, CEMENT, ETC.	5405	10,000		8,259	1,741	83%	83%	(89)	-1%
	BRICK,STONE,MORTAR,ETC	5410	600			600	83%	0%	(600)	-100%
1,125	SAND,CLAY,GRVL,FILL DI	5415	8,000		7,274	726	83%	91%	728	9%
	DRAINAGE PIPE & CULVER	5420								
	HORT./LANDSCAPING SPLY	5440	300		80	220	83%	27%	(204)	-68%
	HAND TOOLS	5450	900		853	47	83%	95%	123	14%

			CITY OF HATTIESBURG							
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			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	MINOR EQUIPMENT	5460	1,300		1,197	103	83%	92%	136	10%
	PUMPING EQUIPMENT PART	5495	500			500	83%	0%	(500)	-100%
	OTHER OPERATING MATL/S	5590	1,000		840	160	83%	84%	8	1%
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15,237	**OPERATING SUPPLIES**		**252,100**		**171,862**	**80,238**	**83%**	**68%**	**(45,865)**	**-18%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	900		643	257	83%	71%	(128)	-14%
	ELECTRICAL SUPPLIES	5605	3,250		1,747	1,503	83%	54%	(1,153)	-35%
4,654	PLUMBING SUPPLIES	5610	51,500	1,391	35,829	14,281	83%	70%	(8,505)	-17%
	STRUCTURAL STEEL & IRO	5620								
	PAINT AND PAINTING SPL	5650	1,500		996	504	83%	66%	(304)	-20%
588	MTR VEHICLE REP. PTS/S	5700	30,000	606	17,486	11,909	83%	58%	(9,016)	-30%
	COMMUNICATION REPAIR P	5750								
	AGRICLTRL REPAIR PTS/S	5755								
	EXPENDABLE WELDING SPL	5770								
	OTHER REPAIR/MAINT. SP	5990	1,750		1,727	23	83%	99%	322	18%
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5,242	**REPAIR & MAINTENANCE**		**88,900**	**1,997**	**58,427**	**28,477**	**83%**	**66%**	**(18,787)**	**-21%**
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20,479	**SUPPLIES AND EXPENSES**		**341,000**	**1,997**	**230,289**	**108,715**	**83%**	**68%**	**(64,653)**	**-19%**
	PROFESSIONAL SERVICES									
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049	2,000			2,000	83%	0%	(2,000)	-100%
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	PROFESSIONAL SERVICE		**2,000**			**2,000**	**83%**	**0%**	**(2,000)**	**-100%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	POSTAGE	6070								
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	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	FREIGHT	6120								
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	TRANSPORTATION									
	ADVERTISING									

			CITY OF HATTIESBURG							
	009676 - W&S O&M-SEWER DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	ADVERTISING	6150								
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	ADVERTISING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								
	BOILER MACHINERY	6260								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
12	GAS	6300	300		131	169	83%	44%	(142)	-47%
8,346	ELECTRICITY	6305	90,000		74,803	15,197	83%	83%	(236)	0%
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8,358	**UTILITIES**		**90,300**		**74,933**	**15,367**	**83%**	**83%**	**(380)**	**0%**
	REPR/MAINT-OUTSIDE LABO									
	ELECTRICAL R&M	6355	7,500		4,260	3,240	83%	57%	(2,388)	-32%
	PLUMBING EQUIPMENT R&M	6357								
149,768	STREETS & STRUCTURES R	6360	1,006,150		938,150	68,000	83%	93%	119,630	12%
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382	2,000			2,000	83%	0%	(2,000)	-100%
6,154	MOTOR VEHICLE EQ. R&M	6384	29,000	1,874	19,625	7,501	83%	68%	(5,450)	-19%
208	CONSTRUCTION EQUIP R&M	6386	3,719		1,960	1,759	83%	53%	(1,367)	-37%
	AGRICULTURAL EQ. R&M	6387								
	COMMUNICATION EQ. R&M	6390	500			500	83%	0%	(500)	-100%
260	TOW IN CHARGES	6398	2,000		1,480	521	83%	74%	(224)	-11%
	OTHER REPAIRS AND MAIN	6399								
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156,390	**REPR/MAINT-OUTSIDE L**		**1,050,869**	**1,874**	**965,474**	**83,521**	**83%**	**92%**	**107,699**	**10%**
	RENTALS									
	AUTOMOTIVE EQ. RENT	6415								
	MACHINERY RENT	6420	1,500		597	903	83%	40%	(783)	-52%
	CYLINDER RENT	6425	300			300	83%	0%	(300)	-100%
192	UNIFORM RENT	6430	3,000		2,341	659	83%	78%	(190)	-6%
	OTHER RENT	6449								
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192	**RENTALS**		**4,800**		**2,938**	**1,862**	**83%**	**61%**	**(1,274)**	**-27%**
	OTHER SERVICES & CHARGE									

			CITY OF HATTIESBURG							
	009676 - W&S O&M-SEWER DIVISION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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164,939	**OTHER SERVICES & CHAR**		**1,147,969**	**1,874**	**1,043,346**	**102,749**	**83%**	**91%**	**104,046**	**9%**
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	SEWER MAINT. BLDG.	7100 09								
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	BUILDINGS									
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	BRIDGES	7210								
	FENCES/RAILINGS	7212	3,000			3,000	83%	0%	(3,000)	-100%
	DRAINS	7215								
	SEWERS	7220								
	STREETS & ROADWAYS	7230								
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	IMPROVEMENT OTHER TH		**3,000**			**3,000**	**83%**	**0%**	**(3,000)**	**-100%**
	MACHINERY AND EQUIPMENT									
	ENGINEERING	7305								
	DATA PROCESSING EQUIP.	7327								
	AGRICULTURAL EQUIPMENT	7335								
	PLANT EQUIPMENT	7340								
	CONSTRUCTION EQUIPMENT	7345								
	COMMUNICATION EQUIPMEN	7355								
	PIPE	7370								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
	DUMP TRUCKS	7440								

			CITY OF HATTIESBURG							
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			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SPECIAL TRUCKS	7450	304,840		304,840		83%	100%	60,968	20%
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	VEHICLES		**304,840**		**304,840**		**83%**	**100%**	**60,968**	**20%**
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	CAPITAL OUTLAY		**307,840**		**304,840**	**3,000**	**83%**	**99%**	**57,968**	**19%**
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225,926	**EXPENDITURES**		**2,476,434**	**3,871**	**2,051,430**	**421,134**	**83%**	**83%**	**(14,718)**	**-1%**

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	009677 - W&S O&M-SEWER LAGOON DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
9,130	REGULAR WAGES	4000	155,906		95,834	60,072	83%	61%	(40,905)	-26%
	DISASTER RECOVERY WAGE	4010			52	(52)			62	
2,622	OVERTIME	4300	20,000		26,071	(6,071)	83%	130%	11,285	56%
	DISASTER RECOVERY OVER	4310								
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11,752	**SALARIES**		**175,906**		**121,957**	**53,949**	**83%**	**69%**	**(29,557)**	**-17%**
	EMPLOYEE BENEFITS									
1,851	STATE RETIREMENT	4600	25,090		17,566	7,524	83%	70%	(4,010)	-16%
862	F.I.C.A. TAXES	4700	13,460		8,962	4,498	83%	67%	(2,705)	-20%
1,940	HOSPITALIZATION INS.	4800	36,540		20,084	16,456	83%	55%	(12,439)	-34%
	UNEMPLOYMENT BENEFITS	4900	1,000			1,000	83%	0%	(1,000)	-100%
	WORKMAN'S COMPENSATION	4910	5,722		5,722		83%	100%	1,144	20%
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4,653	**EMPLOYEE BENEFITS**		**81,812**		**52,334**	**29,478**	**83%**	**64%**	**(19,011)**	**-23%**
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16,405	**PERSONAL SERVICES**		**257,718**		**174,291**	**83,427**	**83%**	**68%**	**(48,568)**	**-19%**
	_____									
	OFFICE SUPPLIES									
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100								
	MEDICAL SUPPLIES	5120	900	224		676	83%	0%	(900)	-100%
6,760	CHEMICALS	5130	163,000		143,465	19,535	83%	88%	9,158	6%
	GAS AND OIL	5250	38,000		6,785	31,215	83%	18%	(29,858)	-79%
	LUBRICANTS	5255	7,800		84	7,716	83%	1%	(7,699)	-99%
	DIESEL FUEL	5257	6,000		3,617	2,383	83%	60%	(1,659)	-28%
	OTHER FUEL	5260	1,000			1,000	83%	0%	(1,000)	-100%
	WEARING APPAREL	5355	200		139	61	83%	70%	(33)	-17%
	CONCRETE, CEMENT, ETC.	5405								
	SAND,CLAY,GRVL,FILL DI	5415								
	HAND TOOLS	5450	500		342	158	83%	68%	(89)	-18%
	MINOR EQUIPMENT	5460	1,000			1,000	83%	0%	(1,000)	-100%
	METER PARTS	5485	2,900			2,900	83%	0%	(2,900)	-100%
	VALVE PARTS	5490								
12,746	PUMPING EQUIPMENT PART	5495	142,000	3,458	83,622	54,919	83%	59%	(41,653)	-29%

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			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OTHER OPERATING MATL/S	5590	5,000		2,958	2,042	83%	59%	(1,450)	-29%
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19,506	**OPERATING SUPPLIES**		**368,300**	**3,682**	**241,011**	**123,606**	**83%**	**65%**	**(79,086)**	**-21%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
216	ELECTRICAL SUPPLIES	5605	20,000	3,545	13,368	3,087	83%	67%	(3,958)	-20%
	PLUMBING SUPPLIES	5610	500		70	430	83%	14%	(416)	-83%
	STRUCTURAL STEEL & IRO	5620								
	PAINT AND PAINTING SPL	5650								
700	MTR VEHICLE REP. PTS/S	5700	3,000		2,490	510	83%	83%	(12)	0%
	COMMUNICATION REPAIR P	5750								
	EXPENDABLE WELDING SPL	5770								
	OTHER REPAIR/MAINT. SP	5990								
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916	**REPAIR & MAINTENANCE**		**23,500**	**3,545**	**15,928**	**4,027**	**83%**	**68%**	**(4,386)**	**-19%**
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20,422	**SUPPLIES AND EXPENSES**		**391,800**	**7,227**	**256,939**	**127,633**	**83%**	**66%**	**(83,473)**	**-21%**
	PROFESSIONAL SERVICES									
	CONSULTANT SERV/SURVEY	6020	47,500			47,500	83%	0%	(47,500)	-100%
11,418	LEGAL	6025	350,000		219,862	130,138	83%	63%	(86,165)	-25%
	MEDICAL	6027								
12,086	OTHER PROFESSIONAL SER	6049	153,200		144,798	8,402	83%	95%	20,557	13%
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23,504	**PROFESSIONAL SERVICE**		**550,700**		**364,660**	**186,040**	**83%**	**66%**	**(113,108)**	**-21%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	2,500			2,500	83%	0%	(2,500)	-100%
	FREIGHT	6120								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION		**2,500**			**2,500**	**83%**	**0%**	**(2,500)**	**-100%**
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255								

			CITY OF HATTIESBURG							
	009677 - W&S O&M-SEWER LAGOON DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
57,719	ELECTRICITY	6305	908,500		596,980	311,520	83%	66%	(192,124)	-21%
	INTERFUND ENERGY REIMB	6307								
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57,719	**UTILITIES**		**908,500**		**596,980**	**311,520**	**83%**	**66%**	**(192,124)**	**-21%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	ELECTRICAL R&M	6355	26,000		16,962	9,038	83%	65%	(5,645)	-22%
4,711	FIXED EQUIPMENT R&M	6380	99,200	7,211	66,547	25,442	83%	67%	(19,343)	-19%
	MINOR EQUIPMENT R&M	6382								
262	MOTOR VEHICLE EQ. R&M	6384	10,500		8,081	2,419	83%	77%	(802)	-8%
	CONSTRUCTION EQUIP R&M	6386	300		188	112	83%	63%	(74)	-25%
833	COMMUNICATION EQ. R&M	6390	1,000		833	167	83%	83%		0%
	DISINFECT./EXTERMINATI	6394	500		405	95	83%	81%	(14)	-3%
	TOW IN CHARGES	6398	500		225	275	83%	45%	(230)	-46%
	OTHER REPAIRS AND MAIN	6399								
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5,805	**REPR/MAINT-OUTSIDE L**		**138,000**	**7,211**	**93,240**	**37,549**	**83%**	**68%**	**(26,112)**	**-19%**
	RENTALS									
	MACHINERY RENT	6420								
63	UNIFORM RENT	6430	1,100		844	256	83%	77%	(87)	-8%
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63	**RENTALS**		**1,100**		**844**	**256**	**83%**	**77%**	**(87)**	**-8%**
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845								
	SERVICES NOT SPECIFIED	6999	32,000		9,399	22,601	83%	29%	(20,721)	-65%
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	OTHER SERVICES & CHA		**32,000**		**9,399**	**22,601**	**83%**	**29%**	**(20,721)**	**-65%**
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87,091	**OTHER SERVICES & CHAR**		**1,632,800**	**7,211**	**1,065,123**	**560,466**	**83%**	**65%**	**(354,652)**	**-22%**
	IMPROVEMENT OTHER THAN									
	SEWERS	7220								

			CITY OF HATTIESBURG							
	009677 - W&S O&M-SEWER LAGOON DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	CDBG-WIS PAK	7220 46								
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	SEWERS									
	STREETS & ROADWAYS	7230								
	OTHER IMPROVEMENTS	7295								
	BONHOMIE RD PUMPING S	7295 47								
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	OTHER IMPROVEMENTS									
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327	60,000	13,787	3,646	42,567	83%	6%	(55,624)	-93%
	AGRICULTURAL EQUIPMENT	7335								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM		**60,000**	**13,787**	**3,646**	**42,567**	**83%**	**6%**	**(55,624)**	**-93%**
	VEHICLES									
	AUTOMOBILES	7400								
	SPECIAL TRUCKS	7450								
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	VEHICLES									
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	CAPITAL OUTLAY		**60,000**	**13,787**	**3,646**	**42,567**	**83%**	**6%**	**(55,624)**	**-93%**
	_____									
	CAPITAL LEASE PAYMENTS									
	ENERGY IMPR LEASE	8517								
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	CAPITAL LEASE PAYMEN									
	INTEREST ON CAPITAL LEA									
	ENERGY IMPR LEASE	8617								
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	INTEREST ON CAPITAL									
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	DEBT SERVICE									
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			CITY OF HATTIESBURG							
	009677 - W&S O&M-SEWER LAGOON DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
123,918	**EXPENDITURES**		**2,342,318**	**28,225**	**1,499,999**	**814,093**	**83%**	**64%**	**(542,319)**	**-23%**

			CITY OF HATTIESBURG							
	010451 - W&S B&I-REVENUE OBLIGATIONS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	BONDS REDEEMED									
	GENERAL ISSUES	8000	535,000		410,000	125,000	83%	77%	(43,000)	-8%
	REVENUE ISSUES	8010	1,535,000		475,000	1,060,000	83%	31%	(965,000)	-63%
	5 YEAR NOTE PRINCIPAL	8021								
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	BONDS REDEEMED		**2,070,000**		**885,000**	**1,185,000**	**83%**	**43%**	**(1,008,000)**	**-49%**
	INTEREST ON BONDS									
99,540	GENERAL ISSUES	8100	312,900		259,314	53,586	83%	83%	(1,723)	-1%
	REVENUE ISSUES	8110	927,425		645,706	281,719	83%	70%	(152,577)	-16%
	5 YEAR NOTE INTEREST	8121	20,700			20,700	83%	0%	(20,700)	-100%
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99,540	**INTEREST ON BONDS**		**1,261,025**		**905,021**	**356,005**	**83%**	**72%**	**(174,999)**	**-14%**
	PAYING AGENT FEES									
	GENERAL ISSUES	8400	2,500		530	1,970	83%	21%	(1,864)	-75%
	REVENUE ISSUES	8410								
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	PAYING AGENT FEES		**2,500**		**530**	**1,970**	**83%**	**21%**	**(1,864)**	**-75%**
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99,540	**DEBT SERVICE**		**3,333,525**		**1,790,551**	**1,542,975**	**83%**	**54%**	**(1,184,863)**	**-36%**
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99,540	**EXPENDITURES**		**3,333,525**		**1,790,551**	**1,542,975**	**83%**	**54%**	**(1,184,863)**	**-36%**

			CITY OF HATTIESBURG							
	010500 - W&S B&I-TRANSFERS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	TRANSFERS TO OTHER FUND									
	T/T W & S RFDG.BONDS	9000 65								
	T/T W & S CONSTRUCTION	9000 75								
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	TRANSFERS TO OTHER F									
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	TRANSFERS									
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	EXPENDITURES									

			CITY OF HATTIESBURG							
	011451 - WATER & SEWER-REV.OBLIGATN		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	NOTE PRINCIPAL									
30,292	SRF NOTE	8222	358,810		297,878	60,932	83%	83%	(1,356)	0%
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30,292	**NOTE PRINCIPAL**		**358,810**		**297,878**	**60,932**	**83%**	**83%**	**(1,356)**	**0%**
	INTEREST ON NOTES									
5,813	SRF NOTE	8332	74,460		63,170	11,290	83%	85%	1,344	2%
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5,813	**INTEREST ON NOTES**		**74,460**		**63,170**	**11,290**	**83%**	**85%**	**1,344**	**2%**
	CAPITAL LEASE PAYMENTS									
	2012 EQUIP LEASE	8514	104,400			104,400	83%	0%	(104,400)	-100%
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	CAPITAL LEASE PAYMEN		**104,400**			**104,400**	**83%**	**0%**	**(104,400)**	**-100%**
	INTEREST ON CAPITAL LEA									
	2012 EQUIP LEASE	8614	7,200			7,200	83%	0%	(7,200)	-100%
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	INTEREST ON CAPITAL		**7,200**			**7,200**	**83%**	**0%**	**(7,200)**	**-100%**
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36,105	**DEBT SERVICE**		**544,870**		**361,049**	**183,821**	**83%**	**66%**	**(111,611)**	**-20%**
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36,105	**EXPENDITURES**		**544,870**		**361,049**	**183,821**	**83%**	**66%**	**(111,611)**	**-20%**

			CITY OF HATTIESBURG							
	011500 - WATER & SEWER-TRANSFERS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	TRANSFERS TO OTHER FUND									
9,579	T/T GENERAL FUND	9000 01	432,475		47,896	384,579	83%	11%	(374,999)	-87%
1,328,716	T/T WATER & SEWER O&M	9000 09	7,972,295		6,643,580	1,328,715	83%	83%	1	0%
	T/T WATER & SEWER B&I	9000 10								
317,117	T/T WATER & SEWER B&I	9000 10A	1,902,700		1,585,583	317,117	83%	83%		0%
146,960	T/T WATER & SEWER B&I	9000 10B	881,760		734,800	146,960	83%	83%		0%
150,000	T/T W&SB&I (METER GO)	9000 10M	900,000		750,000	150,000	83%	83%		0%
51,667	T/T W&SB&I-USA YEAST P	9000 15	310,000		258,333	51,667	83%	83%		0%
	T/T WATER & SEWER CONT	9000 17								
343,063	T/T W & S CONSTRUCTION	9000 75	1,800,000		1,812,724	(12,724)	83%	101%	375,268	21%
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2,347,102	**TRANSFERS TO OTHER F**		**14,199,230**		**11,832,916**	**2,366,314**	**83%**	**83%**	**269**	**0%**
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2,347,102	**TRANSFERS**		**14,199,230**		**11,832,916**	**2,366,314**	**83%**	**83%**	**269**	**0%**
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2,347,102	**EXPENDITURES**		**14,199,230**		**11,832,916**	**2,366,314**	**83%**	**83%**	**269**	**0%**

			CITY OF HATTIESBURG							
	011660 - WATER & SEWER-CUST.ACCT.DIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OTHER SERVICES & CHARGE									
	DEPR. EXPENSE - METERS	6800								
	CASH OVERAGE/SHORTAGE	6819								
154	BANK SERV/TRF FEE	6832	2,400		1,477	924	83%	62%	(627)	-26%
	REFUNDS	6835								
1,497	WATER RELATED REFUND	6835 WTR	18,000		11,929	6,071	83%	66%	(3,685)	-20%
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1,497	**REFUNDS**		**18,000**		**11,929**	**6,071**	**83%**	**66%**	**(3,685)**	**-20%**
	NSF CHECKS	6836								
	BAD DEBT EXPENSE	6837								
469	BANK NSF FEES	6838	2,000		763	1,237	83%	38%	(1,084)	-54%
	OTHER INCOME EXPENSE	6839								
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2,121	**OTHER SERVICES & CHA**		**22,400**		**14,168**	**8,232**	**83%**	**63%**	**(5,398)**	**-24%**
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2,121	**OTHER SERVICES & CHAR**		**22,400**		**14,168**	**8,232**	**83%**	**63%**	**(5,398)**	**-24%**
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2,121	**EXPENDITURES**		**22,400**		**14,168**	**8,232**	**83%**	**63%**	**(5,398)**	**-24%**

			CITY OF HATTIESBURG							
	012452 - 1999 TAX INCRE B&I-GENOBLIGA		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OTHER SERVICES & CHARGE									
	PROP.TAX COLL. FEES .0	6830								
	PROP.TAX COLL. FEES.00	6831								
	BANK SERV/TRF FEE	6832								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
	_____									
	BONDS REDEEMED									
	IND/ECON DEV ISSUES	8020	55,000		55,000		83%	100%	11,000	20%
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	BONDS REDEEMED		**55,000**		**55,000**		**83%**	**100%**	**11,000**	**20%**
	INTEREST ON BONDS									
	IND/ECON DEV ISSUES	8120	9,200		9,188	13	83%	100%	1,825	20%
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	INTEREST ON BONDS		**9,200**		**9,188**	**13**	**83%**	**100%**	**1,825**	**20%**
	PAYING AGENT FEES									
	IND/ECON DEV ISSUES	8420	2,000		1,740	260	83%	87%	88	4%
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	PAYING AGENT FEES		**2,000**		**1,740**	**260**	**83%**	**87%**	**88**	**4%**
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	DEBT SERVICE		**66,200**		**65,928**	**273**	**83%**	**100%**	**12,913**	**20%**
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	EXPENDITURES		**66,200**		**65,928**	**273**	**83%**	**100%**	**12,913**	**20%**

			CITY OF HATTIESBURG							
	013450 - CITY B&I-GENERAL OBLIGATIONS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	INTERGOV'TL-DEBT SERV									
	P&I-FORREST CTY(KOHLER	6455	88,259		73,549	14,710	83%	83%		0%
	INTERGOV'TL-DEBT SER		**88,259**		**73,549**	**14,710**	**83%**	**83%**		**0%**
	OTHER SERVICES & CHARGE									
1,008	PROP.TAX COLL. FEES .0	6830	14,000		9,547	4,453	83%	68%	(2,543)	-18%
90	PROP.TAX COLL. FEES.00	6831	14,500		12,005	2,495	83%	83%	(94)	-1%
	BANK SERV/TRF FEE	6832								
1,098	**OTHER SERVICES & CHA**		**28,500**		**21,551**	**6,949**	**83%**	**76%**	**(2,638)**	**-9%**
1,098	**OTHER SERVICES & CHAR**		**116,759**		**95,101**	**21,658**	**83%**	**81%**	**(2,637)**	**-2%**
	BONDS REDEEMED									
	GENERAL ISSUES	8000	2,255,000		2,255,000		83%	100%	451,000	20%
	IND/ECON DEV ISSUES	8020	400,000		380,253	19,747	83%	95%	56,303	14%
	5 YEAR NOTE PRINCIPAL	8021	635,730		635,727	3	83%	100%	127,142	20%
	BONDS REDEEMED		**3,290,730**		**3,270,980**	**19,750**	**83%**	**99%**	**634,446**	**19%**
	INTEREST ON BONDS									
41,700	GENERAL ISSUES	8100	582,113		516,313	65,801	83%	89%	37,462	6%
	IND/ECON DEV ISSUES	8120	30,000		898	29,102	83%	3%	(28,922)	-96%
	5 YEAR NOTE INTEREST	8121	24,500		23,622	878	83%	96%	3,846	16%
41,700	**INTEREST ON BONDS**		**636,613**		**540,833**	**95,780**	**83%**	**85%**	**12,386**	**2%**
	PAYING AGENT FEES									
700	GENERAL ISSUES	8400	15,000		10,065	4,935	83%	67%	(2,922)	-19%
	IND/ECON DEV ISSUES	8420								
700	**PAYING AGENT FEES**		**15,000**		**10,065**	**4,935**	**83%**	**67%**	**(2,922)**	**-19%**
42,400	**DEBT SERVICE**		**3,942,343**		**3,821,877**	**120,466**	**83%**	**97%**	**643,909**	**16%**
43,498	**EXPENDITURES**		**4,059,102**		**3,916,978**	**142,124**	**83%**	**96%**	**641,271**	**16%**

			CITY OF HATTIESBURG							
	014599 - SCHOOL FUND-MISC.CHARGES		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OTHER SERVICES & CHARGE									
6,927	PROP.TAX COLL. FEES .0	6830			65,297	(65,297)			78,356	
538	PROP.TAX COLL. FEES.00	6831			80,635	(80,635)			96,762	
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7,466	**OTHER SERVICES & CHA**				**145,932**	**(145,932)**			**175,118**	
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7,466	**OTHER SERVICES & CHAR**				**145,932**	**(145,932)**			**175,118**	
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7,466	**EXPENDITURES**				**145,932**	**(145,932)**			**175,118**	

			CITY OF HATTIESBURG							
	015451 - W&S B&I USA YEAST-REVOBLIGA		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	BONDS REDEEMED									
	REVENUE ISSUES	8010	385,000		385,000		83%	100%	77,000	20%
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	BONDS REDEEMED		**385,000**		**385,000**		**83%**	**100%**	**77,000**	**20%**
	INTEREST ON BONDS									
	REVENUE ISSUES	8110	23,100		23,100		83%	100%	4,620	20%
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	INTEREST ON BONDS		**23,100**		**23,100**		**83%**	**100%**	**4,620**	**20%**
	PAYING AGENT FEES									
	REVENUE ISSUES	8410	5,000			5,000	83%	0%	(5,000)	-100%
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	PAYING AGENT FEES		**5,000**			**5,000**	**83%**	**0%**	**(5,000)**	**-100%**
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	DEBT SERVICE		**413,100**		**408,100**	**5,000**	**83%**	**99%**	**76,620**	**19%**
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	EXPENDITURES		**413,100**		**408,100**	**5,000**	**83%**	**99%**	**76,620**	**19%**

			CITY OF HATTIESBURG							
	018701 - P&FD&R-TRUST AND AGENCY		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	PROFESSIONAL SERVICES									
	AUDITING AND ACCOUNTIN	6010								
478	OTHER PROFESSIONAL SER	6049			30,540	(30,540)			36,648	
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478	**PROFESSIONAL SERVICE**				**30,540**	**(30,540)**			**36,648**	
	OTHER SERVICES & CHANGE									
224,030	PENSION EXPENSE	6825			2,880,996	(2,880,996)			3,457,195	
551	PROP.TAX COLL. FEES .0	6830			5,384	(5,384)			6,460	
49	PROP.TAX COLL. FEES.00	6831			6,555	(6,555)			7,866	
	REFUNDS	6835								
	PFDR ACC. CONTRI. REF	6835 PFDR			32,540	(32,540)			39,048	
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	REFUNDS				**32,540**	**(32,540)**			**39,048**	
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224,631	**OTHER SERVICES & CHA**				**2,925,475**	**(2,925,475)**			**3,510,570**	
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225,109	**OTHER SERVICES & CHAR**				**2,956,015**	**(2,956,015)**			**3,547,218**	
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225,109	**EXPENDITURES**				**2,956,015**	**(2,956,015)**			**3,547,218**	

			CITY OF HATTIESBURG							
	019100 - POL.FORFEITURES-POLICEDIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OFFICE SUPPLIES									
	OTHER EXPENDABLE OFF.S	5010								
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	OFFICE SUPPLIES									
	OPERATING SUPPLIES									
	FOOD	5115								
	GAS AND OIL	5250								
	UNIFORMS, BADGES, ETC.	5350								
	WEARING APPAREL	5355								
	WEARING APPAREL-HURR R	5356								
	MINOR EQUIPMENT	5460								
	DISPATCHER TRNG.MATERI	5468								
	MINOR EQ-HURR.RELIEF	5471								
	OTHER OPER.MATLS-K-9 S	5590								
692	OTHER OPER.MATLS-CRIME	5591	16,029	66	3,245	12,718	83%	20%	(12,135)	-76%
1,045	OTHER OPER.MATLS-D.A.R	5592	136,471	661	16,647	119,163	83%	12%	(116,494)	-85%
	OTHER OPER-NON-SWORN C	5595								
	PAINT AND PAINTING SPL	5650								
	COMMUNICATION REPAIR P	5750								
	MINOR COMPUTER EQUIP.	5800								
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1,737	**OPERATING SUPPLIES**		**152,500**	**727**	**19,892**	**131,881**	**83%**	**13%**	**(128,629)**	**-84%**
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1,737	**SUPPLIES AND EXPENSES**		**152,500**	**727**	**19,892**	**131,881**	**83%**	**13%**	**(128,629)**	**-84%**
	_____									
	PROFESSIONAL SERVICES									
	METRO CRIME STOPPERS	6039	10,000			10,000	83%	0%	(10,000)	-100%
	FEES - NON-SWORN CLASS	6044								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE		**10,000**			**10,000**	**83%**	**0%**	**(10,000)**	**-100%**
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
---			---	---	---	---	---	---	---	---
	COMMUNICATIONS									

			CITY OF HATTIESBURG							
	019100 - POL.FORFEITURES-POLICEDIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
(1,240)	TRAVEL EXP-M/C TRAININ	6112	6,000		4,741	1,259	83%	79%	(310)	-5%
	TRAVEL EXP-K-9 TRAININ	6113								
	TRAVEL EXP-TELECOMMUNI	6114	3,561		2,422	1,139	83%	68%	(654)	-18%
	TRAVEL/REG-NON SWORN P	6117								
	FREIGHT	6120								
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(1,240)	**TRANSPORTATION**		**9,561**		**7,163**	**2,398**	**83%**	**75%**	**(965)**	**-10%**
	ADVERTISING									
	ADVERTISING	6150								
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
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	PRINTING AND BINDING									
	OTHER SERVICES & CHARGE									
	EVIDENCE BUY MONEY	6817	5,000			5,000	83%	0%	(5,000)	-100%
	GRANT RELATED REFUND	6835 STATE								
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	EVIDENCE BUY MONEY		**5,000**			**5,000**	**83%**	**0%**	**(5,000)**	**-100%**
	DUES AND MEMBERSHIPS	6840	2,500		2,500		83%	100%	500	20%
	REGISTRATION FEE/TUITI	6845								
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	OTHER SERVICES & CHA		**7,500**		**2,500**	**5,000**	**83%**	**33%**	**(4,500)**	**-60%**
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(1,240)	**OTHER SERVICES & CHAR**		**27,061**		**9,663**	**17,398**	**83%**	**36%**	**(15,465)**	**-57%**
	_____									
	LAND									
	LAND	7000								
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	LAND									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	POLICE SERV CTR BLDG	7100 22								
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			CITY OF HATTIESBURG							
	019100 - POL.FORFEITURES-POLICEDIV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	BUILDINGS									
---			---	---	---	---	---	---	---	---
	BUILDING/BLD IMPROVE									
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
	COMMUNICATION EQUIPMEN	7355								
	EQUIP-HURR.RELIEF	7376								
	OTHER EQUIPMENT	7399	49,336			49,336	83%	0%	(49,336)	-100%
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	MACHINERY AND EQUIPM		**49,336**			**49,336**	**83%**	**0%**	**(49,336)**	**-100%**
	VEHICLES									
	AUTOMOBILES	7400	48,311		48,307	4	83%	100%	9,657	20%
	MOTORCYCLES	7405								
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	VEHICLES		**48,311**		**48,307**	**4**	**83%**	**100%**	**9,657**	**20%**
	OTHER									
	ZOOLOGICAL ANIMALS	7505								
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	OTHER									
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	CAPITAL OUTLAY		**97,647**		**48,307**	**49,340**	**83%**	**49%**	**(39,678)**	**-41%**
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497	**EXPENDITURES**		**277,208**	**727**	**77,861**	**198,620**	**83%**	**28%**	**(183,774)**	**-66%**

			CITY OF HATTIESBURG							
	020452 - 2002 TIF B&I-S/P GEN OBLIGA		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OTHER SERVICES & CHARGE									
	PROP.TAX COLL. FEES .0	6830								
	PROP.TAX COLL. FEES.00	6831								
	BANK SERV/TRF FEE	6832	50		35	15	83%	70%	(8)	-16%
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	OTHER SERVICES & CHA		**50**		**35**	**15**	**83%**	**70%**	**(8)**	**-16%**
---			---	---	---	---	---	---	---	---
	OTHER SERVICES & CHAR		**50**		**35**	**15**	**83%**	**70%**	**(8)**	**-16%**
	_____									
	BONDS REDEEMED									
	IND/ECON DEV ISSUES	8020	85,000		85,000		83%	100%	17,000	20%
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	BONDS REDEEMED		**85,000**		**85,000**		**83%**	**100%**	**17,000**	**20%**
	INTEREST ON BONDS									
	IND/ECON DEV ISSUES	8120	3,825		3,825		83%	100%	765	20%
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	INTEREST ON BONDS		**3,825**		**3,825**		**83%**	**100%**	**765**	**20%**
	PAYING AGENT FEES									
	IND/ECON DEV ISSUES	8420	1,200		550	650	83%	46%	(540)	-45%
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	PAYING AGENT FEES		**1,200**		**550**	**650**	**83%**	**46%**	**(540)**	**-45%**
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	DEBT SERVICE		**90,025**		**89,375**	**650**	**83%**	**99%**	**17,225**	**19%**
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	EXPENDITURES		**90,075**		**89,410**	**665**	**83%**	**99%**	**17,217**	**19%**

			CITY OF HATTIESBURG							
	021452 - 2004 TIF B&I-H/D GEN OBLIGA		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OTHER SERVICES & CHARGE									
	PROP.TAX COLL. FEES .0	6830								
	PROP.TAX COLL. FEES.00	6831								
	BANK SERV/TRF FEE	6832								
---			---	---	---	---	---	---	---	---
	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
	_____									
	BONDS REDEEMED									
	IND/ECON DEV ISSUES	8020	75,000		75,000		83%	100%	15,000	20%
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	BONDS REDEEMED		**75,000**		**75,000**		**83%**	**100%**	**15,000**	**20%**
	INTEREST ON BONDS									
	IND/ECON DEV ISSUES	8120	8,345		8,345		83%	100%	1,669	20%
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	INTEREST ON BONDS		**8,345**		**8,345**		**83%**	**100%**	**1,669**	**20%**
	PAYING AGENT FEES									
	IND/ECON DEV ISSUES	8420	1,000		750	250	83%	75%	(100)	-10%
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	PAYING AGENT FEES		**1,000**		**750**	**250**	**83%**	**75%**	**(100)**	**-10%**
---			---	---	---	---	---	---	---	---
	DEBT SERVICE		**84,345**		**84,095**	**250**	**83%**	**100%**	**16,569**	**20%**
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	EXPENDITURES		**84,345**		**84,095**	**250**	**83%**	**100%**	**16,569**	**20%**

			CITY OF HATTIESBURG							
	022452 - 2003 TIF B&I-C/S GEN OBLIGA		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OTHER SERVICES & CHARGE									
	PROP.TAX COLL. FEES .0	6830								
	PROP.TAX COLL. FEES.00	6831								
	BANK SERV/TRF FEE	6832								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
	_____									
	BONDS REDEEMED									
55,000	IND/ECON DEV ISSUES	8020	95,000		95,000		83%	100%	19,000	20%
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55,000	**BONDS REDEEMED**		**95,000**		**95,000**		**83%**	**100%**	**19,000**	**20%**
	INTEREST ON BONDS									
40,510	IND/ECON DEV ISSUES	8120	97,210		97,210		83%	100%	19,442	20%
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40,510	**INTEREST ON BONDS**		**97,210**		**97,210**		**83%**	**100%**	**19,442**	**20%**
	PAYING AGENT FEES									
	IND/ECON DEV ISSUES	8420	2,000		2,000		83%	100%	400	20%
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	PAYING AGENT FEES		**2,000**		**2,000**		**83%**	**100%**	**400**	**20%**
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95,510	**DEBT SERVICE**		**194,210**		**194,210**		**83%**	**100%**	**38,842**	**20%**
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95,510	**EXPENDITURES**		**194,210**		**194,210**		**83%**	**100%**	**38,842**	**20%**

			CITY OF HATTIESBURG							
	022500 - '03 TIF B&I-C/S-TRANSFERS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	TRANSFERS TO OTHER FUND									
	T/T GENERAL FUND	9000 01								
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	TRANSFERS TO OTHER F									
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	TRANSFERS									
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	EXPENDITURES									

			CITY OF HATTIESBURG							
	023452 - 2007 TIF B&I-T/C GEN OBLIGA		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OTHER SERVICES & CHARGE									
	PROP.TAX COLL. FEES .0	6830								
	PROP.TAX COLL. FEES.00	6831								
	BANK SERV/TRF FEE	6832								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
	_____									
	BONDS REDEEMED									
255,000	IND/ECON DEV ISSUES	8020	285,000		285,000		83%	100%	57,000	20%
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255,000	**BONDS REDEEMED**		**285,000**		**285,000**		**83%**	**100%**	**57,000**	**20%**
	INTEREST ON BONDS									
128,760	IND/ECON DEV ISSUES	8120	149,776		149,776		83%	100%	29,955	20%
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128,760	**INTEREST ON BONDS**		**149,776**		**149,776**		**83%**	**100%**	**29,955**	**20%**
	PAYING AGENT FEES									
	IND/ECON DEV ISSUES	8420	5,000		1,000	4,000	83%	20%	(3,800)	-76%
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	PAYING AGENT FEES		**5,000**		**1,000**	**4,000**	**83%**	**20%**	**(3,800)**	**-76%**
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383,760	**DEBT SERVICE**		**439,776**		**435,776**	**4,000**	**83%**	**99%**	**83,155**	**19%**
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383,760	**EXPENDITURES**		**439,776**		**435,776**	**4,000**	**83%**	**99%**	**83,155**	**19%**

			CITY OF HATTIESBURG							
	024452 - 2008 TIF B&I-L/C GEN OBLIGA		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OTHER SERVICES & CHARGE									
	PROP.TAX COLL. FEES .0	6830								
	PROP.TAX COLL. FEES.00	6831								
	BANK SERV/TRF FEE	6832								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
	_____									
	BONDS REDEEMED									
	IND/ECON DEV ISSUES	8020	35,000		35,000		83%	100%	7,000	20%
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	BONDS REDEEMED		**35,000**		**35,000**		**83%**	**100%**	**7,000**	**20%**
	INTEREST ON BONDS									
	IND/ECON DEV ISSUES	8120	19,400		19,400		83%	100%	3,880	20%
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	INTEREST ON BONDS		**19,400**		**19,400**		**83%**	**100%**	**3,880**	**20%**
	PAYING AGENT FEES									
	IND/ECON DEV ISSUES	8420	1,000		850	150	83%	85%	20	2%
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	PAYING AGENT FEES		**1,000**		**850**	**150**	**83%**	**85%**	**20**	**2%**
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	DEBT SERVICE		**55,400**		**55,250**	**150**	**83%**	**100%**	**10,900**	**20%**
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	EXPENDITURES		**55,400**		**55,250**	**150**	**83%**	**100%**	**10,900**	**20%**

			CITY OF HATTIESBURG							
	025452 - 2011 TIF B&I-KOHLS GENOBLIGA		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OTHER SERVICES & CHARGE									
	PROP.TAX COLL. FEES .0	6830								
	PROP.TAX COLL. FEES.00	6831								
	BANK SERV/TRF FEE	6832								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
	_____									
	BONDS REDEEMED									
	IND/ECON DEV ISSUES	8020	60,000		60,000		83%	100%	12,000	20%
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	BONDS REDEEMED		**60,000**		**60,000**		**83%**	**100%**	**12,000**	**20%**
	INTEREST ON BONDS									
	IND/ECON DEV ISSUES	8120	32,000		32,000		83%	100%	6,400	20%
---			---	---	---	---	---	---	---	---
	INTEREST ON BONDS		**32,000**		**32,000**		**83%**	**100%**	**6,400**	**20%**
	PAYING AGENT FEES									
	IND/ECON DEV ISSUES	8420	2,000		1,940	60	83%	97%	328	16%
---			---	---	---	---	---	---	---	---
	PAYING AGENT FEES		**2,000**		**1,940**	**60**	**83%**	**97%**	**328**	**16%**
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	DEBT SERVICE		**94,000**		**93,940**	**60**	**83%**	**100%**	**18,728**	**20%**
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	EXPENDITURES		**94,000**		**93,940**	**60**	**83%**	**100%**	**18,728**	**20%**

			CITY OF HATTIESBURG							
	027500 - TAX COLLECTOR'S-TRANSFERS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	TRANSFERS TO OTHER FUND									
176,089	T/T GENERAL FUND	9000 01			11,286,198	(11,286,198)			13,543,437	
	T/T GENERAL FD-C.C. FE	9000 01CC								
	T/T GENERAL FD-EXCESS	9000 01EB								
	T/T GENERAL FD-CHKG IN	9000 01ICH	K							
22,669	T/T GENERAL FD-INT/PEN	9000 01IP			191,174	(191,174)			229,408	
10,971	T/T PARKS & RECERATION	9000 02			753,654	(753,654)			904,384	
10,685	T/T LIBRARY	9000 04			734,009	(734,009)			880,810	
	T/T 1999 TAX INCRE B&I	9000 12			68,300	(68,300)			81,960	
38,398	T/T CITY B & I	9000 13			2,637,559	(2,637,559)			3,165,070	
219,641	T/T SCHOOL FUND	9000 14			15,343,728	(15,343,728)			18,412,473	
29,183	T/T SCHOOL-1988 SCH.BO	9000 14SB			2,065,963	(2,065,963)			2,479,155	
21,112	T/T POL/FIRE DIS./RELI	9000 18			1,449,654	(1,449,654)			1,739,584	
	T/T 2002 TIF B&I-SP	9000 20								
	T/T 2004 TIF B&I-HD	9000 21			57,051	(57,051)			68,461	
	T/T 2003 TIF B&I-CS	9000 22			203,625	(203,625)			244,350	
	T/T 2007 TIF B&I-TC	9000 23			360,899	(360,899)			433,078	
	T/T 2008 TIF B&I-LC	9000 24			67,533	(67,533)			81,039	
	T/T 2011 TIF B&I-TC KO	9000 25			68,410	(68,410)			82,092	
2,731	T/T MASS TRANSIT OPER.	9000 73			187,569	(187,569)			225,082	
	T/T 2008 TIF CONSTR-LC	9000 90								
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531,480	**TRANSFERS TO OTHER F**				**35,475,325**	**(35,475,325)**			**42,570,390**	
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531,480	**TRANSFERS**				**35,475,325**	**(35,475,325)**			**42,570,390**	
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531,480	**EXPENDITURES**				**35,475,325**	**(35,475,325)**			**42,570,390**	

			CITY OF HATTIESBURG							
	039551 - AIRPORT IMPR.-AIRPORTDIV		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
	REGULAR WAGES	4000								
	OVERTIME	4300								
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	SALARIES									
	EMPLOYEE BENEFITS									
	STATE RETIREMENT	4600								
	F.I.C.A. TAXES	4700								
	HOSPITALIZATION INS.	4800								
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	EMPLOYEE BENEFITS									
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	PERSONAL SERVICES									
	_____									
	OPERATING SUPPLIES									
	GAS AND OIL	5250								
	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590								
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	OPERATING SUPPLIES									
	REPAIR & MAINTENANCE SP									
	PLUMBING SUPPLIES	5610								
	PAINT AND PAINTING SPL	5650								
	OTHER REPAIR/MAINT. SP	5990								
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	REPAIR & MAINTENANCE									
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	SUPPLIES AND EXPENSES									
	_____									
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
	LEGAL	6025								
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	PROFESSIONAL SERVICE									
	REPR/MAINT-OUTSIDE LABO									

			CITY OF HATTIESBURG							
	039551 - AIRPORT IMPR.-AIRPORTDIV		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	BUILDING R&M	6350								
	STREETS & STRUCTURES R	6360								
	DISINFECT./EXTERMINATI	6394								
	OTHER REPAIRS AND MAIN	6399								
	AUTOMOTIVE EQ. RENT	6415								
	OTHER RENT	6449								
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	REPR/MAINT-OUTSIDE L									
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	OTHER SERVICES & CHAR									
	_____									
	IMPROVEMENT OTHER THAN									
	STREETS & ROADWAYS	7230								
	STREET LIGHTING	7235								
	LIGHTING SYSTEM	7236								
	OTHER IMPROVEMENTS	7295								
	AIRPORT SIGN	7295 01								
6,204	AIRPORT IMP-FAA	7295 02	1,437,993		267,795	1,170,198	83%	19%	(1,116,639)	-78%
	MDOT-MULTIMODAL	7295 06								
	MISC.OTHER IMPROVEMEN	7295 99	11,000		11,000		83%	100%	2,200	20%
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6,204	**OTHER IMPROVEMENTS**		**1,448,993**		**278,795**	**1,170,198**	**83%**	**19%**	**(1,114,439)**	**-77%**
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6,204	**IMPROVEMENT OTHER TH**		**1,448,993**		**278,795**	**1,170,198**	**83%**	**19%**	**(1,114,439)**	**-77%**
	MACHINERY AND EQUIPMENT									
	DATA PROCESSING EQUIP.	7327								
	AGRICULTURAL EQUIPMENT	7335								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
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6,204	**CAPITAL OUTLAY**		**1,448,993**		**278,795**	**1,170,198**	**83%**	**19%**	**(1,114,439)**	**-77%**
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6,204	**EXPENDITURES**		**1,448,993**		**278,795**	**1,170,198**	**83%**	**19%**	**(1,114,439)**	**-77%**

			CITY OF HATTIESBURG							
	050602 - 2009 RFDG BONDS-ISSUEEXP		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	PROFESSIONAL SERVICES									
	CONSULTANT SERV/SURVEY	6020								
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	INSURANCE									
	OTHER INSURANCE	6299								
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	INSURANCE									
----------			---------	---------	---------	---------	-----	-----	--------	-----
	OTHER SERVICES & CHAR									
	_____									
	BONDS REDEEMED									
	GENERAL ISSUES	8000								
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	BONDS REDEEMED									
	INTEREST ON BONDS									
	GENERAL ISSUES	8100								
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	INTEREST ON BONDS									
	PAYING AGENT FEES									
	GENERAL ISSUES	8400								
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	PAYING AGENT FEES									
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	DEBT SERVICE									
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	EXPENDITURES									

			CITY OF HATTIESBURG							
	072201 - MUN.ROAD&BRIDGE-STREETDIV		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OPERATING SUPPLIES									
	CHEMICALS	5130								
	ASPHALT & ASPHALT PROD	5400	150,000	24,120	68,282	57,598	83%	46%	(68,061)	-45%
	CONCRETE, CEMENT, ETC.	5405	25,000		2,215	22,785	83%	9%	(22,342)	-89%
	BRICK,STONE,MORTAR,ETC	5410	25,000			25,000	83%	0%	(25,000)	-100%
	SAND,CLAY,GRVL,FILL DI	5415	10,000			10,000	83%	0%	(10,000)	-100%
	DRAINAGE PIPE & CULVER	5420	15,000		983	14,018	83%	7%	(13,820)	-92%
	MINOR EQUIPMENT	5460								
	STREET MARKING SUPPLIE	5550								
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	OPERATING SUPPLIES		**225,000**	**24,120**	**71,480**	**129,400**	**83%**	**32%**	**(139,224)**	**-62%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	PLUMBING SUPPLIES	5610								
	STRUCTURAL STEEL & IRO	5620								
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	REPAIR & MAINTENANCE									
---			---	---	---	---	---	---	---	---
	SUPPLIES AND EXPENSES		**225,000**	**24,120**	**71,480**	**129,400**	**83%**	**32%**	**(139,224)**	**-62%**
	_____									
	PROFESSIONAL SERVICES									
61,952	ENGINEERING	6015	489,163		339,238	149,925	83%	69%	(82,077)	-17%
	APPRAISAL	6017	22,875		22,875		83%	100%	4,575	20%
1,726	LEGAL	6025	34,487		34,486	1	83%	100%	6,896	20%
	OTHER PROFESSIONAL SER	6049	9,465		4,965	4,500	83%	52%	(3,507)	-37%
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63,678	**PROFESSIONAL SERVICE**		**555,990**		**401,565**	**154,425**	**83%**	**72%**	**(74,112)**	**-13%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
---			---	---	---	---	---	---	---	---
	TRANSPORTATION									
	REPR/MAINT-OUTSIDE LABO									
33,614	STREETS & STRUCTURES R	6360	484,439	29,975	332,752	121,712	83%	69%	(85,136)	-18%
	MINOR EQUIPMENT R&M	6382								
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			CITY OF HATTIESBURG							
	072201 - MUN.ROAD&BRIDGE-STREETDIV		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
33,614	**REPR/MAINT-OUTSIDE L**		**484,439**	**29,975**	**332,752**	**121,712**	**83%**	**69%**	**(85,136)**	**-18%**
	RENTALS									
	MACHINERY RENT	6420	72,162		72,161	1	83%	100%	14,431	20%
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	RENTALS		**72,162**		**72,161**	**1**	**83%**	**100%**	**14,431**	**20%**
	OTHER SERVICES & CHARGE									
23	BANK SERV/TRF FEE	6832	59		82	(23)	83%	139%	39	66%
	8/29 TIPPING FEES	6880								
	8/29 TIPPING-PW7311	6880 01								
	8/29 TIPPING-PW8157	6880 02								
	8/29 TIPPING-PW7711	6880 03								
---			---	---	---	---	---	---	---	---
	8/29 TIPPING FEES									
---			---	---	---	---	---	---	---	---
23	**OTHER SERVICES & CHA**		**59**		**82**	**(23)**	**83%**	**139%**	**39**	**66%**
---			---	---	---	---	---	---	---	---
97,314	**OTHER SERVICES & CHAR**		**1,112,650**	**29,975**	**806,559**	**276,116**	**83%**	**72%**	**(144,779)**	**-13%**
	_____									
	LAND									
585	LAND	7000	43,000		13,610	29,390	83%	32%	(26,668)	-62%
	EASEMENTS	7010								
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585	**LAND**		**43,000**		**13,610**	**29,390**	**83%**	**32%**	**(26,668)**	**-62%**
	IMPROVEMENT OTHER THAN									
	DRAINS	7215								
	MOBILE ST (CDBG)	7215 14								
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	DRAINS									
	SIDEWALKS	7225			291	(291)			349	
	SIDEWALKS	7225 01	107,388	52,325	6,846	48,217	83%	6%	(99,172)	-92%
	SIDEWALKS-MDOT-SCHOOL	7225 02	262,000		9,113	252,887	83%	3%	(251,064)	-96%
	SIDEWALKS-LONG LEAF T	7225 03	148,567		148,566	1	83%	100%	29,712	20%
	SIDEWALKS-HWY 49	7225 04	63,600			63,600	83%	0%	(63,600)	-100%
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	SIDEWALKS		**581,555**	**52,325**	**164,817**	**364,413**	**83%**	**28%**	**(383,774)**	**-66%**
	STREETS & ROADWAYS	7230								
	INDUSTRIAL PARK ROADS	7230 02								

			CITY OF HATTIESBURG							
	072201 - MUN.ROAD&BRIDGE-STREETDIV		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
40,387	WESTERN BELTWAY	7230 03	475,000		105,397	369,603	83%	22%	(348,523)	-73%
	NORTH-SOUTH CORRIDOR-	7230 04								
	RAILROAD CROSSING UPG	7230 05	5,000		2,221	2,779	83%	44%	(2,334)	-47%
	BIKE LANES	7230 06	56,000		55,983	17	83%	100%	11,179	20%
451,116	MDOT-4TH ST PHASE I	7230 08	3,388,425		688,772	2,699,653	83%	20%	(2,561,898)	-76%
	MDOT-4TH ST PHASE II	7230 09	692,601			692,601	83%	0%	(692,601)	-100%
	MDOT-FUTURE PROJECT	7230 10								
	E.4TH STREET	7230 11								
	LAKEVIEW BRIDGE NORTH	7230 21								
	LAKEVIEW BRIDGE SOUTH	7230 22								
	FORREST STREET BRIDGE	7230 24								
523	CTRY.CLUB RD. INTERSE	7230 25	220,000		67,177	152,823	83%	31%	(139,387)	-63%
	TATUM BLVD.IMPROVEMEN	7230 26								
	DOWNTOWN STREET IMPRO	7230 27	363,456		104,674	258,782	83%	29%	(237,847)	-65%
	WEATHERSBY-S US HWY 9	7230 28								
	SHORT STREET IMPROVEM	7230 29	50,000			50,000	83%	0%	(50,000)	-100%
	MAMIE ST RELOCATION	7230 34								
	MDOT-B'WAY,MOBILE TE	7230 39	725,000			725,000	83%	0%	(725,000)	-100%
	MDOT-34TH AVE TE	7230 40	141,247			141,247	83%	0%	(141,247)	-100%
	MCLEOD ST BRIDGE	7230 41								
	BROAD ST BRIDGE	7230 42								
	MDOT-MARTIN LUTHER KI	7230 43								
	HARDY WIDENING #1-MDO	7230 48								
	RAWLS SPGS LOOP RD	7230 50								
	MDOT-LLT-US 49 TO MAI	7230 51	961,000			961,000	83%	0%	(961,000)	-100%
97,835	HARDY WIDENING #2-MDO	7230 52	834,835		834,061	774	83%	100%	166,038	20%
	ARRA-W PINE-B'WAY TO	7230 53								
	CORRIDOR/INTERSECT.IM	7230 75		945		(945)				
	CHAUVET SQUARE PROJEC	7230 81								
	OTHER STREET IMPR.	7230 99	50,000		37,217	12,783	83%	74%	(5,339)	-11%
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589,861	**STREETS & ROADWAYS**		**7,962,564**	**945**	**1,895,503**	**6,066,116**	**83%**	**24%**	**(5,687,960)**	**-71%**
	OTHER IMPROVEMENTS	7295								
	WARNING SIREN	7295 01	30,000		375	29,625	83%	1%	(29,550)	-99%
	TRAF.SIGNAL UPGRADE-I	7295 28	144,400		136,284	8,116	83%	94%	19,140	13%
	TRAF.SIGNAL-SOUTHERN	7295 29								
	TRAF.SIGNAL-TATUM/BON	7295 41	78,066			78,066	83%	0%	(78,066)	-100%

			CITY OF HATTIESBURG							
	072201 - MUN.ROAD&BRIDGE-STREETDIV		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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	OTHER IMPROVEMENTS		**252,466**		**136,659**	**115,807**	**83%**	**54%**	**(88,475)**	**-35%**
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589,861	**IMPROVEMENT OTHER TH**		**8,796,585**	**53,270**	**2,196,979**	**6,546,336**	**83%**	**25%**	**(6,160,210)**	**-70%**
	MACHINERY AND EQUIPMENT									
	AGRICULTURAL EQUIPMENT	7335								
	CONSTRUCTION EQUIPMENT	7345								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
	DUMP TRUCKS	7440								
	SPECIAL TRUCKS	7450								
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	VEHICLES									
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590,446	**CAPITAL OUTLAY**		**8,839,585**	**53,270**	**2,210,589**	**6,575,726**	**83%**	**25%**	**(6,186,878)**	**-70%**
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687,760	**EXPENDITURES**		**10,177,235**	**107,365**	**3,088,628**	**6,981,242**	**83%**	**30%**	**(6,470,881)**	**-64%**

			CITY OF HATTIESBURG							
	072460 - MUN.R&B FUND-CAPITAL LEASES		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	CAPITAL LEASE PAYMENTS									
1,117	TRACTOR LEASE '11	8512	13,273		11,030	2,243	83%	83%	(37)	0%
926	BACKHOE LEASE '11	8514	11,020		9,161	1,859	83%	83%	(26)	0%
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2,043	**CAPITAL LEASE PAYMEN**		**24,293**		**20,192**	**4,101**	**83%**	**83%**	**(62)**	**0%**
	INTEREST ON CAPITAL LEA									
296	TRACTOR LEASE '11	8612	3,676		3,094	582	83%	84%	36	1%
160	BACKHOE LEASE '11	8614	2,014		1,700	314	83%	84%	26	1%
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456	**INTEREST ON CAPITAL**		**5,690**		**4,794**	**896**	**83%**	**84%**	**62**	**1%**
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2,499	**DEBT SERVICE**		**29,983**		**24,985**	**4,998**	**83%**	**83%**	**(1)**	**0%**
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2,499	**EXPENDITURES**		**29,983**		**24,985**	**4,998**	**83%**	**83%**	**(1)**	**0%**

			CITY OF HATTIESBURG							
	072500 - MUN.ROAD&BRIDGE-TRANSFERS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	TRANSFERS TO OTHER FUND									
	T/T GENERAL FUND	9000 01								
	T/T SPECIAL STREET	9000 08								
	T/T COMMUNITY DEVELOPM	9000 82								
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	TRANSFERS TO OTHER F									
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	TRANSFERS									
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	EXPENDITURES									

			CITY OF HATTIESBURG							
	073570 - MASS TRANSIT-TRANSPORTATION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
26,672	REGULAR WAGES	4000	355,859		283,748	72,111	83%	80%	(15,361)	-4%
	DISASTER RECOVERY WAGE	4010			101	(101)			121	
2,771	OVERTIME	4300	50,000		31,202	18,798	83%	62%	(12,557)	-25%
	DISASTER RECOVERY OVER	4310								
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29,442	**SALARIES**		**405,859**		**315,052**	**90,807**	**83%**	**78%**	**(27,796)**	**-7%**
	EMPLOYEE BENEFITS									
4,637	STATE RETIREMENT	4600	57,880		45,381	12,499	83%	78%	(3,422)	-6%
2,176	F.I.C.A. TAXES	4700	31,065		23,199	7,866	83%	75%	(3,226)	-10%
5,432	HOSPITALIZATION INS.	4800	78,300		57,863	20,437	83%	74%	(8,864)	-11%
	UNEMPLOYMENT BENEFITS	4900	1,200		748	452	83%	62%	(302)	-25%
	WORKMAN'S COMPENSATION	4910	15,572		15,572		83%	100%	3,114	20%
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12,245	**EMPLOYEE BENEFITS**		**184,017**		**142,763**	**41,254**	**83%**	**78%**	**(12,701)**	**-7%**
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41,688	**PERSONAL SERVICES**		**589,876**		**457,816**	**132,060**	**83%**	**78%**	**(40,496)**	**-7%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010	2,500		559	1,941	83%	22%	(1,829)	-73%
	MINOR OFFICE EQUIP/FUR	5020	2,800	54	1,703	1,043	83%	61%	(756)	-27%
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070								
	COMPUTER SUPPLIES	5080	1,000			1,000	83%	0%	(1,000)	-100%
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	OFFICE SUPPLIES		**6,300**	**54**	**2,262**	**3,984**	**83%**	**36%**	**(3,585)**	**-57%**
	OPERATING SUPPLIES									
	CLEANING/JANITORIAL SP	5100	1,800	100	1,594	106	83%	89%	112	6%
	FOOD	5115								
	MEDICAL SUPPLIES	5120	200			200	83%	0%	(200)	-100%
	CHEMICALS	5130	500		251	249	83%	50%	(198)	-40%
	GAS AND OIL	5250	25,000		5,900	19,100	83%	24%	(17,920)	-72%
	LUBRICANTS	5255	500		380	120	83%	76%	(44)	-9%

			CITY OF HATTIESBURG							
	073570 - MASS TRANSIT-TRANSPORTATION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	DIESEL FUEL	5257	130,000		75,881	54,119	83%	58%	(38,942)	-30%
	OTHER FUEL	5260								
	WEARING APPAREL	5355	1,500		368	1,133	83%	25%	(1,058)	-71%
	CONCRETE, CEMENT, ETC.	5405								
	SAND,CLAY,GRVL,FILL DI	5415								
332	HAND TOOLS	5450	1,000		332	668	83%	33%	(601)	-60%
	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590	1,500			1,500	83%	0%	(1,500)	-100%
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332	**OPERATING SUPPLIES**		**162,000**	**100**	**84,707**	**77,193**	**83%**	**52%**	**(60,351)**	**-37%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	1,000		160	840	83%	16%	(808)	-81%
	ELECTRICAL SUPPLIES	5605	500		101	399	83%	20%	(378)	-76%
	PLUMBING SUPPLIES	5610	500			500	83%	0%	(500)	-100%
	PAINT AND PAINTING SPL	5650	300			300	83%	0%	(300)	-100%
69	MTR VEHICLE REP. PTS/S	5700	1,200		1,192	8	83%	99%	230	19%
	REPAIR PARTS - BUSES	5710			35,198	(35,198)			42,237	
10,228	REPAIR PARTS - FIXED R	5710 01	46,000	517	23,873	21,610	83%	52%	(17,352)	-38%
284	REPAIR PARTS - PARATRA	5710 02	4,000	24	3,440	536	83%	86%	128	3%
	COMMUNICATION REPAIR P	5750	500			500	83%	0%	(500)	-100%
	AGRICLTRL REPAIR PTS/S	5755								
	OTHER REPAIR/MAINT. SP	5990	2,000	483	1,011	506	83%	51%	(786)	-39%
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10,581	**REPAIR & MAINTENANCE**		**56,000**	**1,024**	**64,977**	**(10,000)**	**83%**	**116%**	**21,972**	**39%**
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10,914	**SUPPLIES AND EXPENSES**		**224,300**	**1,178**	**151,945**	**71,177**	**83%**	**68%**	**(41,966)**	**-19%**
	_____									
	PROFESSIONAL SERVICES									
	AUDITING AND ACCOUNTIN	6010								
	CONSULTANT SERV/SURVEY	6020								
	BUILDING/BUS SECURITY	6021	4,000		240	3,760	83%	6%	(3,712)	-93%
	MEDICAL	6027								
345	OTHER PROFESSIONAL SER	6049	4,400		3,675	725	83%	84%	10	0%
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345	**PROFESSIONAL SERVICE**		**8,400**		**3,915**	**4,485**	**83%**	**47%**	**(3,702)**	**-44%**
	COMMUNICATIONS									
114	TELEPHONE AND TELEGRAP	6060	1,000		671	329	83%	67%	(194)	-19%

			CITY OF HATTIESBURG							
	073570 - MASS TRANSIT-TRANSPORTATION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	POSTAGE	6070	200			200	83%	0%	(200)	-100%
114	**COMMUNICATIONS**		**1,200**		**671**	**529**	**83%**	**56%**	**(394)**	**-33%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	7,000		3,230	3,770	83%	46%	(3,124)	-45%
	FREIGHT	6120	50			50	83%	0%	(50)	-100%
	MESSENGER/EXPRESS SERV	6130								
	TRANSPORTATION		**7,050**		**3,230**	**3,820**	**83%**	**46%**	**(3,174)**	**-45%**
	ADVERTISING									
	ADVERTISING	6150	900			900	83%	0%	(900)	-100%
	ADVERTISING		**900**			**900**	**83%**	**0%**	**(900)**	**-100%**
	PRINTING AND BINDING									
	PRINTING	6200	100		38	63	83%	38%	(54)	-54%
	PRINTING AND BINDING		**100**		**38**	**63**	**83%**	**38%**	**(54)**	**-54%**
	INSURANCE									
	PUBLIC LIAB/PROPERTY D	6255	48,600		42,988	5,612	83%	88%	2,985	6%
	AUTOMOBILE INSURANCE	6265								
	SURETY AND FORGERY BON	6270								
	INSURANCE		**48,600**		**42,988**	**5,612**	**83%**	**88%**	**2,985**	**6%**
	UTILITIES									
714	ELECTRICITY	6305	13,000		10,529	2,471	83%	81%	(365)	-3%
714	**UTILITIES**		**13,000**		**10,529**	**2,471**	**83%**	**81%**	**(365)**	**-3%**
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350	2,600			2,600	83%	0%	(2,600)	-100%
	ELECTRICAL R&M	6355								
	PLUMBING EQUIPMENT R&M	6357								
	OFFICE EQUIPMENT R&M	6365	500			500	83%	0%	(500)	-100%
	FIXED EQUIPMENT R&M	6380								
	MINOR EQUIPMENT R&M	6382								
545	MOTOR VEHICLE EQ. R&M	6384	1,500		943	557	83%	63%	(368)	-25%
	BUS EQUIPMENT R&M	6385			18,439	(18,439)			22,126	
	BUS EQUIP R&M-FIXED RO	6385 01	61,600	75	13,023	48,502	83%	21%	(45,972)	-75%

			CITY OF HATTIESBURG							
	073570 - MASS TRANSIT-TRANSPORTATION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
4,457	BUS EQUIP R&M-PARATRAN	6385 02	10,000		5,451	4,549	83%	55%	(3,458)	-35%
	COMMUNICATION EQ. R&M	6390	2,000			2,000	83%	0%	(2,000)	-100%
	DISINFECT./EXTERMINATI	6394	200		162	38	83%	81%	(5)	-3%
	SIGN PAINTING	6396	300	176		124	83%	0%	(300)	-100%
	TOW IN CHARGES	6398	1,000		700	300	83%	70%	(160)	-16%
	OTHER REPAIRS AND MAIN	6399								
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5,002	**REPR/MAINT-OUTSIDE L**		**79,700**	**251**	**38,717**	**40,732**	**83%**	**49%**	**(33,239)**	**-42%**
	RENTALS									
	CYLINDER RENT	6425	200		182	18	83%	91%	18	9%
175	UNIFORM RENT	6430	4,000		1,871	2,129	83%	47%	(1,754)	-44%
54	OTHER RENT	6449	500		403	97	83%	81%	(16)	-3%
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229	**RENTALS**		**4,700**		**2,457**	**2,243**	**83%**	**52%**	**(1,751)**	**-37%**
	OTHER SERVICES & CHARGE									
72	PROP.TAX COLL. FEES .0	6830	800		678	122	83%	85%	13	2%
6	PROP.TAX COLL. FEES.00	6831	950		854	96	83%	90%	74	8%
	DUES AND MEMBERSHIPS	6840	500		300	200	83%	60%	(140)	-28%
	REGISTRATION FEE/TUITI	6845	1,000			1,000	83%	0%	(1,000)	-100%
	LAUNDRY	6850								
	ARRA-OPERATIONS	6869								
	SERVICES NOT SPECIFIED	6999	3,000			3,000	83%	0%	(3,000)	-100%
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78	**OTHER SERVICES & CHA**		**6,250**		**1,832**	**4,418**	**83%**	**29%**	**(4,051)**	**-65%**
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6,482	**OTHER SERVICES & CHAR**		**169,900**	**251**	**104,376**	**65,273**	**83%**	**61%**	**(44,648)**	**-26%**
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	BUS SHELTERS	7100 24	32,000			32,000	83%	0%	(32,000)	-100%
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	BUILDINGS		**32,000**			**32,000**	**83%**	**0%**	**(32,000)**	**-100%**
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	BUILDING/BLD IMPROVE		**32,000**			**32,000**	**83%**	**0%**	**(32,000)**	**-100%**
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
	ARRA DEPOT INFO KIOSK	7295 53	104,000		103,525	475	83%	100%	20,230	19%

			CITY OF HATTIESBURG							
	073570 - MASS TRANSIT-TRANSPORTATION		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
(867)	ARRA IMPROVEMENTS	7295 99	234,016		19,511	214,505	83%	8%	(210,602)	-90%
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(867)	**OTHER IMPROVEMENTS**		**338,016**		**123,036**	**214,980**	**83%**	**36%**	**(190,372)**	**-56%**
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(867)	**IMPROVEMENT OTHER TH**		**338,016**		**123,036**	**214,980**	**83%**	**36%**	**(190,372)**	**-56%**
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
202	ARRA-DP EQUIP/SOFTWARE	7328	11,607		10,690	917	83%	92%	1,221	11%
	AGRICULTURAL EQUIPMENT	7335								
	COMMUNICATION EQUIPMEN	7355								
	ARRA-COMMUNICATION EQU	7356	35,000		34,450	550	83%	98%	6,340	18%
	ARRA-GPS EQUIPMENT	7357	5,350			5,350	83%	0%	(5,350)	-100%
	MAJOR EQUIP. IMPROVEME	7390								
	OTHER EQUIPMENT	7399								
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202	**MACHINERY AND EQUIPM**		**51,957**		**45,140**	**6,817**	**83%**	**87%**	**2,211**	**4%**
	VEHICLES									
17,542	AUTOMOBILES	7400	24,000		17,542	6,458	83%	73%	(2,949)	-12%
	BUSES	7410	574,655		36,119	538,536	83%	6%	(531,312)	-92%
	ARRA-TROLLEYS	7415								
	SPECIAL TRUCKS	7450								
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17,542	**VEHICLES**		**598,655**		**53,661**	**544,994**	**83%**	**9%**	**(534,261)**	**-89%**
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16,876	**CAPITAL OUTLAY**		**1,020,628**		**221,837**	**798,791**	**83%**	**22%**	**(754,423)**	**-74%**
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75,960	**EXPENDITURES**		**2,004,704**	**1,429**	**935,974**	**1,067,302**	**83%**	**47%**	**(881,535)**	**-44%**

			CITY OF HATTIESBURG							
	075695 - W&S CONSTR.-CAPITAL PROJECTS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OPERATING SUPPLIES									
	ASPHALT & ASPHALT PROD	5400								
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	OPERATING SUPPLIES									
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	SUPPLIES AND EXPENSES									
	_____									
	PROFESSIONAL SERVICES									
46,634	ENGINEERING	6015	1,000,000		424,405	575,595	83%	42%	(490,714)	-49%
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049	50,000	2,500	6,941	40,559	83%	14%	(41,670)	-83%
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46,634	**PROFESSIONAL SERVICE**		**1,050,000**	**2,500**	**431,346**	**616,154**	**83%**	**41%**	**(532,384)**	**-51%**
	REPR/MAINT-OUTSIDE LABO									
	STREETS & STRUCTURES R	6360								
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	REPR/MAINT-OUTSIDE L									
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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46,634	**OTHER SERVICES & CHAR**		**1,050,000**	**2,500**	**431,346**	**616,154**	**83%**	**41%**	**(532,384)**	**-51%**
	_____									
	LAND									
	LAND	7000								
	EASEMENTS	7010								
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	LAND									
	IMPROVEMENT OTHER THAN									
	FENCES/RAILINGS	7212								
	SEWERS	7220								
	IRENE CHAPEL-HATTIE A	7220 02								
1,620	IND.PARK WTR/SWR IMPR	7220 03	143,750		3,620	140,130	83%	3%	(139,406)	-97%
	MISC.SEWER SYSTEMS IM	7220 04								

			CITY OF HATTIESBURG							
	075695 - W&S CONSTR.-CAPITAL PROJECTS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	SHADOWOOD	7220 05								
	WOODHAVEN	7220 06								
	RICHBURG HILL TO I/59	7220 07								
	HWY 49 S	7220 08								
	W.HILLS GOLF CRSE SWR	7220 09								
	PCS WTR/SWR LINES	7220 10								
	S.LAGOON IMPROVEMENTS	7220 11	5,719,214	23,814	5,695,025	375	83%	100%	1,114,816	19%
	COUNTRY CLUB SEWER	7220 13								
	HYBRID PLASTICS PROJ(	7220 14								
	PALMER'S SWR-SRF-LOAN	7220 15								
	CENTRAL SCHL RD	7220 16								
	JAMES/HWY49 SRF LOAN#	7220 18								
	I-59/JERVIS MIMS	7220 19								
	DIXIE PINE-SRF LOAN #	7220 20								
	USM PUMP STATION	7220 21								
	N.LAGOON EXPANSION	7220 26								
	S.LAGOON REPAIRS	7220 27								
	HWY 11 SOUTH SEWER	7220 29								
	USA YEAST	7220 37								
	S2-W 592 SWR W OF RAI	7220 38								
	S3-E 592 SWR E OF RAI	7220 39								
	CDBG-WIS PAK	7220 46	36,715		2,379	34,336	83%	6%	(33,860)	-92%
	LAGOON AERATORS-ARRA	7220 47								
	RAILROAD BORE	7220 48								
1,063,496	CDBG-USA YEAST	7220 51	7,431,200		3,584,939	3,846,261	83%	48%	(3,129,273)	-42%
3,644	PROGRAMMED SEWER PROJ	7220 99	110,161	5,400	7,896	96,865	83%	7%	(100,685)	-91%
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1,068,760	**SEWERS**		**13,441,040**	**29,214**	**9,293,859**	**4,117,967**	**83%**	**69%**	**(2,288,409)**	**-17%**
	STREETS & ROADWAYS	7230								
	1995 W&S-PAVING	7230 01								
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	STREETS & ROADWAYS									
	WATER SYSTEMS	7245								
	JAMES ST WTR PLT	7245 02	180,222		180,220	2	83%	100%	36,042	20%
	HWY 98 WEST WTR.IMPR.	7245 03								
	WESTERN CONTAINER FIR	7245 06								
	RICHBURG HILL TO I/59	7245 07								

			CITY OF HATTIESBURG							
	075695 - W&S CONSTR.-CAPITAL PROJECTS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	RICHBURG HILL WTR.LIN	7245 14								
	RICHBURG HILL BOOSTER	7245 17								
	COUNTRY CLUB WATER	7245 18								
	RICHBURG ELEVATED TAN	7245 19								
	RAULSTON RD WATER	7245 20								
	BLC MUN.AIRPORT	7245 21								
	JMT IND.DR/JAMES ST	7245 22								
	TATUM BLVD/HWY 11	7245 23								
	CDBG-WIS PAK	7245 46								
	PROGRAMMED WATER PROJ	7245 99	193,200		3,740	189,460	83%	2%	(188,712)	-98%
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	WATER SYSTEMS		**373,422**		**183,960**	**189,462**	**83%**	**49%**	**(152,670)**	**-41%**
	OTHER IMPROVEMENTS	7295								
	SCS PROJECT MATCH	7295 20								
	NRCS EROSION CONTROL	7295 21								
	TURTLECREEK-STORM DRA	7295 26								
	TURTLECREEK-WATER/SEW	7295 27								
38,202	TANK PAINTING/MAINT	7295 98	153,000		152,038	962	83%	99%	29,445	19%
---			---	---	---	---	---	---	---	---
38,202	**OTHER IMPROVEMENTS**		**153,000**		**152,038**	**962**	**83%**	**99%**	**29,445**	**19%**
---			---	---	---	---	---	---	---	---
1,106,962	**IMPROVEMENT OTHER TH**		**13,967,462**	**29,214**	**9,629,857**	**4,308,391**	**83%**	**69%**	**(2,411,633)**	**-17%**
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	PIPE	7370								
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
---			---	---	---	---	---	---	---	---
1,106,962	**CAPITAL OUTLAY**		**13,967,462**	**29,214**	**9,629,857**	**4,308,391**	**83%**	**69%**	**(2,411,633)**	**-17%**
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1,153,596	**EXPENDITURES**		**15,017,462**	**31,714**	**10,061,203**	**4,924,545**	**83%**	**67%**	**(2,944,018)**	**-20%**

			CITY OF HATTIESBURG							
	077650 - COMMUNITY CTR-ADMIN/GENERAL		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
24,533	REGULAR WAGES	4000	328,189		265,414	62,775	83%	81%	(9,692)	-3%
	DISASTER RECOVERY WAGE	4010			168	(168)			201	
675	OVERTIME	4300	15,000		11,201	3,799	83%	75%	(1,558)	-10%
	DISASTER RECOVERY OVER	4310								
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25,208	**SALARIES**		**343,189**		**276,784**	**66,405**	**83%**	**81%**	**(11,048)**	**-3%**
	EMPLOYEE BENEFITS									
3,970	STATE RETIREMENT	4600	48,945		39,845	9,100	83%	81%	(1,131)	-2%
1,895	F.I.C.A. TAXES	4700	26,255		20,851	5,404	83%	79%	(1,233)	-5%
5,432	HOSPITALIZATION INS.	4800	73,080		60,344	12,736	83%	83%	(667)	-1%
	UNEMPLOYMENT BENEFITS	4900	3,000			3,000	83%	0%	(3,000)	-100%
	WORKMAN'S COMPENSATION	4910	11,538		11,538		83%	100%	2,307	20%
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11,298	**EMPLOYEE BENEFITS**		**162,818**		**132,578**	**30,240**	**83%**	**81%**	**(3,724)**	**-2%**
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36,505	**PERSONAL SERVICES**		**506,007**		**409,362**	**96,645**	**83%**	**81%**	**(14,772)**	**-3%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003								
	PRINTED FORMS	5005								
201	OTHER EXPENDABLE OFF.S	5010	1,000		733	267	83%	73%	(120)	-12%
	MINOR OFFICE EQUIP/FUR	5020	1,000		174	826	83%	17%	(791)	-79%
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070								
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201	**OFFICE SUPPLIES**		**2,000**		**907**	**1,093**	**83%**	**45%**	**(911)**	**-46%**
	OPERATING SUPPLIES									
1,583	CLEANING/JANITORIAL SP	5100	13,000	232	8,771	3,997	83%	67%	(2,474)	-19%
	HOUSEHOLD SUPPLIES	5110								
	FOOD	5115								
	MEDICAL SUPPLIES	5120	250			250	83%	0%	(250)	-100%
	CHEMICALS	5130								
	GAS AND OIL	5250	11,200		4,751	6,449	83%	42%	(5,498)	-49%

			CITY OF HATTIESBURG							
	077650 - COMMUNITY CTR-ADMIN/GENERAL		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	WEARING APPAREL	5355	500			500	83%	0%	(500)	-100%
	HORT./LANDSCAPING SPLY	5440	2,750		2,720	30	83%	99%	514	19%
	HAND TOOLS	5450								
1,217	MINOR EQUIPMENT	5460	19,000	5,215	3,775	10,010	83%	20%	(14,470)	-76%
	MDSE FOR RESALE	5520								
(808)	OTHER OPERATING MATL/S	5590	1,500		320	1,180	83%	21%	(1,116)	-74%
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1,991	**OPERATING SUPPLIES**		**48,200**	**5,447**	**20,338**	**22,415**	**83%**	**42%**	**(23,794)**	**-49%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600	3,000		233	2,767	83%	8%	(2,720)	-91%
51	ELECTRICAL SUPPLIES	5605	5,000	51	3,142	1,807	83%	63%	(1,229)	-25%
1,017	PLUMBING SUPPLIES	5610	3,000		2,699	301	83%	90%	238	8%
	PAINT AND PAINTING SPL	5650	3,000		692	2,308	83%	23%	(2,169)	-72%
5	MTR VEHICLE REP. PTS/S	5700	2,000		1,178	822	83%	59%	(586)	-29%
558	OTHER REPAIR/MAINT. SP	5990	1,700		1,243	457	83%	73%	(208)	-12%
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1,632	**REPAIR & MAINTENANCE**		**17,700**	**51**	**9,187**	**8,462**	**83%**	**52%**	**(6,675)**	**-38%**
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3,824	**SUPPLIES AND EXPENSES**		**67,900**	**5,498**	**30,431**	**31,970**	**83%**	**45%**	**(31,382)**	**-46%**
	PROFESSIONAL SERVICES									
	ENTERTAINMENT	6033								
198	OTHER PROFESSIONAL SER	6049	10,400		9,480	920	83%	91%	976	9%
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198	**PROFESSIONAL SERVICE**		**10,400**		**9,480**	**920**	**83%**	**91%**	**976**	**9%**
	COMMUNICATIONS									
99	TELEPHONE AND TELEGRAP	6060	1,500		676	824	83%	45%	(688)	-46%
	POSTAGE	6070								
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99	**COMMUNICATIONS**		**1,500**		**676**	**824**	**83%**	**45%**	**(688)**	**-46%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	500			500	83%	0%	(500)	-100%
	FREIGHT	6120	100			100	83%	0%	(100)	-100%
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	TRANSPORTATION		**600**			**600**	**83%**	**0%**	**(600)**	**-100%**
	ADVERTISING									
	ADVERTISING	6150								

			CITY OF HATTIESBURG							
	077650 - COMMUNITY CTR-ADMIN/GENERAL		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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	ADVERTISING									
	PRINTING AND BINDING									
	PRINTING	6200								
	FILM PROCESSING	6240								
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	PRINTING AND BINDING									
	INSURANCE									
	BOILER MACHINERY	6260								
	AUTOMOBILE INSURANCE	6265								
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	INSURANCE									
	UTILITIES									
146	GAS	6300	25,000		8,712	16,288	83%	35%	(14,545)	-58%
9,454	ELECTRICITY	6305	84,000		54,984	29,016	83%	65%	(18,019)	-21%
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9,600	**UTILITIES**		**109,000**		**63,696**	**45,304**	**83%**	**58%**	**(32,564)**	**-30%**
	REPR/MAINT-OUTSIDE LABO									
4,999	BUILDING R&M	6350	463,415		457,373	6,042	83%	99%	85,432	18%
	ELECTRICAL R&M	6355	500		275	225	83%	55%	(170)	-34%
	PLUMBING EQUIPMENT R&M	6357	2,000		485	1,515	83%	24%	(1,418)	-71%
	OFFICE EQUIPMENT R&M	6365								
	HOUSEHOLD EQUIPMENT R&	6370	5,000	300	1,630	3,070	83%	33%	(3,044)	-61%
	FIXED EQUIPMENT R&M	6380	23,700	250	21,873	1,577	83%	92%	2,547	11%
	MINOR EQUIPMENT R&M	6382	600			600	83%	0%	(600)	-100%
259	MOTOR VEHICLE EQ. R&M	6384	3,000	204	259	2,537	83%	9%	(2,689)	-90%
	CLEANING AND PAINTING	6392	16,000		7,643	8,357	83%	48%	(6,828)	-43%
395	DISINFECT./EXTERMINATI	6394	3,500		1,806	1,694	83%	52%	(1,332)	-38%
	TOW IN CHARGES	6398	250		225	25	83%	90%	20	8%
	OTHER REPAIRS AND MAIN	6399	4,000	1,989	1,754	257	83%	44%	(1,895)	-47%
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5,653	**REPR/MAINT-OUTSIDE L**		**521,965**	**2,743**	**493,322**	**25,900**	**83%**	**95%**	**70,021**	**13%**
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	CYLINDER RENT	6425								
305	UNIFORM RENT	6430	3,000		2,005	995	83%	67%	(594)	-20%
	MOP-MAT-RAG RENT	6435								

			CITY OF HATTIESBURG							
	077650 - COMMUNITY CTR-ADMIN/GENERAL		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	OTHER RENT	6449	2,500	1,364	543	593	83%	22%	(1,848)	-74%
305	**RENTALS**		**5,500**	**1,364**	**2,549**	**1,588**	**83%**	**46%**	**(2,441)**	**-44%**
	OTHER SERVICES & CHARGE									
	DUES AND MEMBERSHIPS	6840								
	REGISTRATION FEE/TUITI	6845	1,000			1,000	83%	0%	(1,000)	-100%
	PAYMENTS-TOURING EVENT	6997								
	SPECIAL EVENTS EXPENDI	6998								
163	SERVICES NOT SPECIFIED	6999	4,000		2,608	1,392	83%	65%	(870)	-22%
163	**OTHER SERVICES & CHA**		**5,000**		**2,608**	**2,392**	**83%**	**52%**	**(1,870)**	**-37%**
16,019	**OTHER SERVICES & CHAR**		**653,965**	**4,107**	**572,332**	**77,527**	**83%**	**88%**	**32,833**	**5%**
	BUILDING/BLD IMPROVEMEN									
	BUILDING IMPROVEMENTS	7150								
	REC.CENTER (OLD YMCA)	7150 10								
	CULTURAL CTR	7150 14								
4,290	JDS COMM CTR	7150 19	133,000	3,151	89,694	40,155	83%	67%	(25,367)	-19%
	SIGLER CENTER	7150 20								
	CE ROY/5TH ST	7150 21								
4,290	**BUILDING IMPROVEMEN**		**133,000**	**3,151**	**89,694**	**40,155**	**83%**	**67%**	**(25,367)**	**-19%**
4,290	**BUILDING/BLD IMPROVE**		**133,000**	**3,151**	**89,694**	**40,155**	**83%**	**67%**	**(25,367)**	**-19%**
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	HOUSEHOLD FURN/EQUIP.	7320								
	OFFICE FURN/EQUIP.	7325								
	COMMUNICATION EQUIPMEN	7355								
	OTHER EQUIPMENT	7399								
	MACHINERY AND EQUIPM									
	VEHICLES									

			CITY OF HATTIESBURG							
	077650 - COMMUNITY CTR-ADMIN/GENERAL		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	AUTOMOBILES	7400	22,000		20,100	1,900	83%	91%	2,120	10%
	PICK UP TRUCKS	7420								
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	VEHICLES		**22,000**		**20,100**	**1,900**	**83%**	**91%**	**2,120**	**10%**
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4,290	**CAPITAL OUTLAY**		**155,000**	**3,151**	**109,794**	**42,055**	**83%**	**71%**	**(23,247)**	**-15%**
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60,638	**EXPENDITURES**		**1,382,872**	**12,756**	**1,121,918**	**248,197**	**83%**	**81%**	**(36,570)**	**-3%**

			CITY OF HATTIESBURG							
	078635 - '09 WATER METER PROJ-CIP		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OPERATING SUPPLIES									
	ASPHALT & ASPHALT PROD	5400								
	CONCRETE, CEMENT, ETC.	5405								
	BRICK,STONE,MORTAR,ETC	5410								
	DRAINAGE PIPE & CULVER	5420								
	OTHER OPERATING MATL/S	5590								
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	OPERATING SUPPLIES									
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	SUPPLIES AND EXPENSES									
	_____									
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
	CONSULTANT SERV/SURVEY	6020								
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049	38,150	27,650	10,500		83%	28%	(25,550)	-67%
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	PROFESSIONAL SERVICE		**38,150**	**27,650**	**10,500**		**83%**	**28%**	**(25,550)**	**-67%**
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	OTHER SERVICES & CHAR		**38,150**	**27,650**	**10,500**		**83%**	**28%**	**(25,550)**	**-67%**
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDING IMPROVEMENTS	7150								
	FUTURE PROJECT	7150 18								
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE									
	MACHINERY AND EQUIPMENT									
	WATER UTILITY SOFTWARE	7329								
	HYDRANTS & METERS	7365	11,568		5,395	6,173	83%	47%	(5,094)	-44%
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	MACHINERY AND EQUIPM		**11,568**		**5,395**	**6,173**	**83%**	**47%**	**(5,094)**	**-44%**
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	CAPITAL OUTLAY		**11,568**		**5,395**	**6,173**	**83%**	**47%**	**(5,094)**	**-44%**

			CITY OF HATTIESBURG							
	078635 - '09 WATER METER PROJ-CIP		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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	EXPENDITURES		**49,718**	**27,650**	**15,895**	**6,173**	**83%**	**32%**	**(30,644)**	**-62%**

			CITY OF HATTIESBURG							
	082285 - CDBG-ENTITLEMENTS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	SALARIES									
11,569	REGULAR WAGES	4000	165,048		118,909	46,139	83%	72%	(22,357)	-14%
	OVERTIME	4300								
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11,569	**SALARIES**		**165,048**		**118,909**	**46,139**	**83%**	**72%**	**(22,357)**	**-14%**
	EMPLOYEE BENEFITS									
1,822	STATE RETIREMENT	4600	23,545		17,129	6,416	83%	73%	(2,990)	-13%
831	F.I.C.A. TAXES	4700	12,630		8,820	3,810	83%	70%	(2,046)	-16%
1,785	HOSPITALIZATION INS.	4800	26,100		18,111	7,989	83%	69%	(4,366)	-17%
	UNEMPLOYMENT BENEFITS	4900								
	WORKMAN'S COMPENSATION	4910	3,073		3,072	1	83%	100%	613	20%
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4,438	**EMPLOYEE BENEFITS**		**65,348**		**47,132**	**18,216**	**83%**	**72%**	**(8,789)**	**-13%**
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16,007	**PERSONAL SERVICES**		**230,396**		**166,040**	**64,356**	**83%**	**72%**	**(31,148)**	**-14%**
	_____									
	OFFICE SUPPLIES									
	PAPER	5003	700			700	83%	0%	(700)	-100%
	PRINTED FORMS	5005								
	OTHER EXPENDABLE OFF.S	5010	1,480		1,159	321	83%	78%	(89)	-6%
	MINOR OFFICE EQUIP/FUR	5020	520		480	40	83%	92%	56	11%
	PHOTO SUPPLIES	5040								
	SUBSCRIPTIONS,MAGS,MAP	5050								
	BOOKS	5070								
	COMPUTER SUPPLIES	5080								
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	OFFICE SUPPLIES		**2,700**		**1,638**	**1,062**	**83%**	**61%**	**(734)**	**-27%**
	OPERATING SUPPLIES									
	FOOD	5115								
	GAS AND OIL	5250	2,500		1,493	1,007	83%	60%	(708)	-28%
	LUBRICANTS	5255								
	MINOR EQUIPMENT	5460	1,700		833	867	83%	49%	(700)	-41%
	OTHER OPERATING MATL/S	5590	300		8	293	83%	3%	(290)	-97%
	OTHER OPER.MATLS-FULL	5591								
	OTHER OPER.MATLS-EMER	5592								

			CITY OF HATTIESBURG							
	082285 - CDBG-ENTITLEMENTS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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	OPERATING SUPPLIES		**4,500**		**2,334**	**2,166**	**83%**	**52%**	**(1,699)**	**-38%**
	REPAIR & MAINTENANCE SP									
	BUILDING MATERIALS & S	5600								
	PAINT AND PAINTING SPL	5650								
	MTR VEHICLE REP. PTS/S	5700	700		17	683	83%	2%	(679)	-97%
	MINOR COMPUTER EQUIP.	5800								
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	REPAIR & MAINTENANCE		**700**		**17**	**683**	**83%**	**2%**	**(679)**	**-97%**
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	SUPPLIES AND EXPENSES		**7,900**		**3,989**	**3,911**	**83%**	**50%**	**(3,113)**	**-39%**
	_____									
	PROFESSIONAL SERVICES									
	AUDITING AND ACCOUNTIN	6010								
	DEMO/RELATED SER 2008-	6013								
	DEMOLITION-TARGET ARE	6013 01	69,236			69,236	83%	0%	(69,236)	-100%
	ASBESTOS REMOVAL-TARG	6013 02								
	LOT CLEARING-TARGET A	6013 03								
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	DEMO/RELATED SER 20		**69,236**			**69,236**	**83%**	**0%**	**(69,236)**	**-100%**
	CONSULTANT SERV/SURVEY	6020								
	OTHER PROFESSIONAL SER	6049								
1,346	COMM.HOUSING DEV. ORG	6049 03	299,319		127,237	172,082	83%	43%	(146,634)	-49%
	DOWNTOWN LIGHTING	6049 04								
	RECORDING FEES	6049 06	100			100	83%	0%	(100)	-100%
	ADP LOAN PROGRAM	6049 07								
	ENVIRONMENTAL STUDY	6049 08	3,000			3,000	83%	0%	(3,000)	-100%
	CAPITAL IMPROVEMENT P	6049 09								
	PUB.SERV.GRANT EXPENS	6049 10	65,000		31,692	33,308	83%	49%	(26,969)	-41%
	NEIGHBORHOOD GRANT EX	6049 11								
	ENGR-DRAINAGE CDBG	6049 12								
	DEMOLITION 1999-2007	6049 13								
	FACADE IMPR.PROGRAM	6049 14	45,000		8,000	37,000	83%	18%	(35,400)	-79%
	PLANNING	6049 15								
	HABITAT PROGRAM	6049 16								
	PRVO EXPENDITURE	6049 17								
	EATON SCHOOL	6049 18								

			CITY OF HATTIESBURG							
	082285 - CDBG-ENTITLEMENTS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	HOME BUYERS' EDUCATIO	6049 19								
	EARLY WARNING ALERT P	6049 20								
650	RELOCATION	6049 21	21,864		8,450	13,414	83%	39%	(11,724)	-54%
	LEAD TESTING/ABATEMEN	6049 22	20,000		5,573	14,427	83%	28%	(13,312)	-67%
	ASBESTOS TESTING/ABAT	6049 23	5,000		65	4,935	83%	1%	(4,922)	-98%
	OTHER	6049 99								
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1,996	**OTHER PROFESSIONAL**		**459,283**		**181,018**	**278,265**	**83%**	**39%**	**(242,061)**	**-53%**
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1,996	**PROFESSIONAL SERVICE**		**528,519**		**181,018**	**347,501**	**83%**	**34%**	**(311,297)**	**-59%**
	COMMUNICATIONS									
64	TELEPHONE AND TELEGRAP	6060	450		320	130	83%	71%	(66)	-15%
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64	**COMMUNICATIONS**		**450**		**320**	**130**	**83%**	**71%**	**(66)**	**-15%**
	TRANSPORTATION									
	TRAVEL EXPENSE	6110	6,193		1,809	4,384	83%	29%	(4,022)	-65%
	MESSENGER/EXPRESS SERV	6130	200		40	160	83%	20%	(152)	-76%
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	TRANSPORTATION		**6,393**		**1,849**	**4,544**	**83%**	**29%**	**(4,174)**	**-65%**
	ADVERTISING									
	ADVERTISING	6150	2,000		365	1,635	83%	18%	(1,562)	-78%
---			---	---	---	---	---	---	---	---
	ADVERTISING		**2,000**		**365**	**1,635**	**83%**	**18%**	**(1,562)**	**-78%**
	PRINTING AND BINDING									
	PRINTING-GRANT RELATED	6202								
	FILM PROCESSING	6240	350			350	83%	0%	(350)	-100%
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	PRINTING AND BINDING		**350**			**350**	**83%**	**0%**	**(350)**	**-100%**
	REPR/MAINT-OUTSIDE LABO									
35	OFFICE EQUIPMENT R&M	6365	1,000		988	12	83%	99%	185	19%
	MOTOR VEHICLE EQ. R&M	6384	500			500	83%	0%	(500)	-100%
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35	**REPR/MAINT-OUTSIDE L**		**1,500**		**988**	**512**	**83%**	**66%**	**(314)**	**-21%**
	RENTALS									
	OFFICE EQUIPMENT RENT	6410								
	OTHER RENT	6449								
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			CITY OF HATTIESBURG							
	082285 - CDBG-ENTITLEMENTS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	RENTALS									
	OTHER SERVICES & CHARGE									
	BANK SERV/TRF FEE	6832			53	(53)			63	
	DUES AND MEMBERSHIPS	6840	600		360	240	83%	60%	(168)	-28%
	REGISTRATION FEE/TUITI	6845	1,000		625	375	83%	63%	(250)	-25%
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA		**1,600**		**1,038**	**562**	**83%**	**65%**	**(354)**	**-22%**
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2,094	**OTHER SERVICES & CHAR**		**540,812**		**185,577**	**355,235**	**83%**	**34%**	**(318,119)**	**-59%**
	IMPROVEMENT OTHER THAN									
	DRAINS	7215								
	FACILITIES IMPROVEMEN	7215 01	52,986	40,466		12,520	83%	0%	(52,986)	-100%
	ARLEDGE STREET	7215 06								
	E TIPTON DRAINAGE PRO	7215 16								
	HALL-ALCORN	7215 18								
	EAST CENTRAL	7215 19								
	WALNUT STREET	7215 20								
	HALL AVENUE PHASE III	7215 21								
	MOBILE/BOUIE - PHASE	7215 22								
	KATIE/J HALL - PHASE	7215 23								
	EAST CENTRAL - PHASE	7215 24								
	WALNUT STREET - PHASE	7215 25								
	OLD AIRPORT RD	7215 32								
	DIXIE PINE	7215 33								
	CELESTE PLACE	7215 34								
	OTHER DRAINAGE PROJEC	7215 99	50,000			50,000	83%	0%	(50,000)	-100%
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	DRAINS		**102,986**	**40,466**		**62,520**	**83%**	**0%**	**(102,986)**	**-100%**
	SEWERS	7220								
	ARRA SIDEWALKS (WOODLE	7225								
	STREETS & ROADWAYS	7230								
	TUSCAN AVENUE TO BERN	7230 35								
	OTHER STREET IMPR.	7230 99								
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	STREETS & ROADWAYS									

			CITY OF HATTIESBURG							
	082285 - CDBG-ENTITLEMENTS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	CDBG/HOME HOUSING	7254								
1,655	CDBG FULL REHAB	7254 01	269,866		116,565	153,301	83%	43%	(129,988)	-48%
17,411	CDBG HOUSING REPR	7254 02	105,297		46,991	58,306	83%	45%	(48,907)	-46%
	HOME FULL REHAB	7254 03	467,189		87,475	379,714	83%	19%	(362,219)	-78%
	HOME DOWNPAYMENT ASST	7254 04	60,000			60,000	83%	0%	(60,000)	-100%
	AFFORDABLE HOUSING	7254 05								
	HOME REVOLVING LOANS	7254 06								
	WORLD CHANGERS	7254 07								
	ADOPT A HOME	7254 08								
3,000	RECONSTRUCTION	7254 09	22,941		4,600	18,341	83%	20%	(17,421)	-76%
	RECONSTRUCTN/SALV.ARM	7254 10								
	BLUE ROOFS	7254 11	72,181		13,971	58,210	83%	19%	(55,415)	-77%
	EATON SCHOOL	7254 12								
	MICROENTERPRISE PROGR	7254 13	51,000		12,767	38,233	83%	25%	(35,679)	-70%
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22,066	**CDBG/HOME HOUSING**		**1,048,474**		**282,369**	**766,105**	**83%**	**27%**	**(709,631)**	**-68%**
	CDBG-ENTITLEMT ASSISTA	7285								
	HOME ENTITLEMT ASSISTA	7286								
	MDA AM DREAM D/P (ADDI	7287								
	OTHER IMPROVEMENTS	7295								
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22,066	**IMPROVEMENT OTHER TH**		**1,151,460**	**40,466**	**282,369**	**828,625**	**83%**	**25%**	**(812,617)**	**-71%**
	MACHINERY AND EQUIPMENT									
	OFFICE FURN/EQUIP.	7325								
	DATA PROCESSING EQUIP.	7327								
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	MACHINERY AND EQUIPM									
	VEHICLES									
	AUTOMOBILES	7400								
	PICK UP TRUCKS	7420								
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	VEHICLES									
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22,066	**CAPITAL OUTLAY**		**1,151,460**	**40,466**	**282,369**	**828,625**	**83%**	**25%**	**(812,617)**	**-71%**
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40,167	**EXPENDITURES**		**1,930,568**	**40,466**	**637,975**	**1,252,127**	**83%**	**33%**	**(1,164,998)**	**-60%**

			CITY OF HATTIESBURG							
	082500 - CDBG-TRANSFERS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	TRANSFERS TO OTHER FUND									
	T/T GENERAL FUND	9000 O1								
	T/T W & S CONSTRUCTION	9000 75								
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	TRANSFERS TO OTHER F									
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	TRANSFERS									
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	EXPENDITURES									

			CITY OF HATTIESBURG							
	087500 - INDUSTRIAL PK-TRANSFERS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	TRANSFERS TO OTHER FUND									
	T/T GENERAL FUND	9000 01								
	T/T CITY B & I	9000 13								
	T/T CITY B&I (KOHLER)	9000 13K								
	T/T CITY B&I (SUNBEAM)	9000 13S								
	T/T MUN.ROAD & BRIDGE	9000 72								
	T/T W & S CONSTRUCTION	9000 75								
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	TRANSFERS TO OTHER F									
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	TRANSFERS									
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	EXPENDITURES									

			CITY OF HATTIESBURG							
	087601 - INDUSTRIAL PK-G.O.ACQUISITIONS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OFFICE SUPPLIES									
	OTHER EXPENDABLE OFF.S	5010								
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	OFFICE SUPPLIES									
	OPERATING SUPPLIES									
	ASPHALT & ASPHALT PROD	5400								
	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590								
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	OPERATING SUPPLIES									
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	SUPPLIES AND EXPENSES									
	_____									
	PROFESSIONAL SERVICES									
	ADMINISTRATIVE FEE	6005								
	AUDITING AND ACCOUNTIN	6010			7,980	(7,980)			9,576	
	ARCHITECTURAL	6012								
	ENGINEERING/ENVIRONMEN	6015			2,538	(2,538)			3,045	
	SITE PREPARATION	6016			6,432	(6,432)			7,718	
	APPRAISAL	6017			280	(280)			336	
	CONSULTANT SERV/SURVEY	6020								
	AREA DEV.PARTNERSHIP	6020 01			187,500	(187,500)			225,000	
	OTHER	6020 03								
	IND.PK.MASTER PLAN	6020 04								
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	CONSULTANT SERV/SUR				**187,500**	**(187,500)**			**225,000**	
	LEGAL	6025			23,484	(23,484)			28,180	
	OTHER PROFESSIONAL SER	6049			3,225	(3,225)			3,870	
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	PROFESSIONAL SERVICE				**231,438**	**(231,438)**			**277,725**	
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	POSTAGE	6070								
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	COMMUNICATIONS									

			CITY OF HATTIESBURG							
	087601 - INDUSTRIAL PK-G.O.ACQUISITIONS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	MESSENGER/EXPRESS SERV	6130								
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	TRANSPORTATION									
	ADVERTISING									
2,893	ADVERTISING	6150			2,893	(2,893)			3,471	
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2,893	**ADVERTISING**				**2,893**	**(2,893)**			**3,471**	
	PRINTING AND BINDING									
	PRINTING	6200								
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	PRINTING AND BINDING									
	INSURANCE									
	FIRE & EXTENDED COVERA	6250								
	PUBLIC LIAB/PROPERTY D	6255			9,673	(9,673)			11,607	
	OTHER INSURANCE	6299								
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	INSURANCE				**9,673**	**(9,673)**			**11,607**	
	UTILITIES									
	GAS	6300								
	ELECTRICITY	6305								
	WATER	6315								
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	UTILITIES									
	REPR/MAINT-OUTSIDE LABO									
	BUILDING R&M	6350								
	SIGN PAINTING	6396								
	OTHER REPAIRS AND MAIN	6399			48,250	(48,250)			57,900	
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	REPR/MAINT-OUTSIDE L				**48,250**	**(48,250)**			**57,900**	
	RENTALS									
	LAND RENT	6400								
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	RENTALS									
	OTHER SERVICES & CHARGE									
	CONTRIBUTIONS	6820								

			CITY OF HATTIESBURG							
	087601 - INDUSTRIAL PK-G.O.ACQUISITIONS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	FORREST CTY. REPAYMEN	6820 90								
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	CONTRIBUTIONS									
	PROPERTY TAXES	6995								
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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2,893	**OTHER SERVICES & CHAR**				**292,254**	**(292,254)**			**350,704**	
	_____									
	LAND									
	LAND	7000								
	LEASEHOLDS	7020								
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	LAND									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	TECHNOLOGY BLDG.	7100 11								
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	BUILDINGS									
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	STREETS & ROADWAYS	7230								
	OTHER IMPROVEMENTS	7295								
	OWENS-ILLINOIS PROJEC	7295 35								
	USA YEAST RAIL SPUR	7295 36								
	KOHLER EXPANSION	7295 37								
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	OTHER IMPROVEMENTS									
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	IMPROVEMENT OTHER TH									
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	CAPITAL OUTLAY									
	_____									
	BONDS REDEEMED									
	IND/ECON DEV ISSUES	8020								

			CITY OF HATTIESBURG							
	087601 - INDUSTRIAL PK-G.O.ACQUISITIONS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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	BONDS REDEEMED									
	NOTE PRINCIPAL									
	IND. PARK NOTE	8210								
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	NOTE PRINCIPAL									
	INTEREST ON NOTES									
	OTHER NOTES	8335								
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	INTEREST ON NOTES									
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	DEBT SERVICE									
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2,893	**EXPENDITURES**				**292,254**	**(292,254)**			**350,704**	

			CITY OF HATTIESBURG							
	087630 - INDUSTRIAL PK-KOHLER PROJECT		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
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	OTHER SERVICES & CHAR									
	_____									
	LAND									
	LAND	7000								
	SITE PREPARATION	7040								
	SITE IMPROVEMENT	7045								
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	LAND									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	KOHLER BLDG. EXPANSIO	7100 21								
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	BUILDINGS									
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	STREETS & ROADWAYS	7230								
	OTHER IMPROVEMENTS	7295								
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	IMPROVEMENT OTHER TH									
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	CAPITAL OUTLAY									
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	EXPENDITURES									

			CITY OF HATTIESBURG							
	090500 - 2008 D/T LIGHTING-TRANSFERS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	TRANSFERS TO OTHER FUND									
	T/T SPECIAL STREET	9000 08								
	T/T B&I CITY	9000 13								
	T/T 2003 TIF B&I-CHAUV	9000 22								
	T/T 2008 TIF B&I-LINCO	9000 24								
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	TRANSFERS TO OTHER F									
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	TRANSFERS									
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	EXPENDITURES									

			CITY OF HATTIESBURG							
	090602 - 2008 D/T LIGHTING-ISSUE EXP		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	PROFESSIONAL SERVICES									
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
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	EXPENDITURES									

			CITY OF HATTIESBURG							
	090603 - 2008 D/T LIGHTING-PROJECT		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
	CHAUVET SQUARE/TIF PR	7295 33								
	LINCOLN CENTER/TIF PR	7295 38								
	D/T LIGHTING/GO NOTE	7295 51								
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	OTHER IMPROVEMENTS									
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	IMPROVEMENT OTHER TH									
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	CAPITAL OUTLAY									
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	EXPENDITURES									

			CITY OF HATTIESBURG							
	091500 - TIF CONST-TRANSFERS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	TRANSFERS TO OTHER FUND									
	T/T GENERAL FUND	9000 01								
	T/T 2007 TIF B&I-T/C	9000 23								
	T/T KOHLS TIF B&I	9000 25	49		49		83%	100%	9	18%
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	TRANSFERS TO OTHER F		**49**		**49**		**83%**	**100%**	**9**	**18%**
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	TRANSFERS		**49**		**49**		**83%**	**100%**	**9**	**18%**
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	EXPENDITURES		**49**		**49**		**83%**	**100%**	**9**	**18%**

			CITY OF HATTIESBURG							
	091602 - TIF CONST-ISSUE EXP		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	PROFESSIONAL SERVICES									
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	PRINTING AND BINDING									
	PRINTING	6200								
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	PRINTING AND BINDING									
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
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	EXPENDITURES									

			CITY OF HATTIESBURG							
	091603 - TIF CONST-STREETS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
	'11 KHOLS/TIF PROJ	7295 33								
	'07 TURTLE CREEK/TIF	7295 34								
	'11 TURTLE CREEK/TIF	7295 39								
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	OTHER IMPROVEMENTS									
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	IMPROVEMENT OTHER TH									
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	CAPITAL OUTLAY									
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	EXPENDITURES									

			CITY OF HATTIESBURG							
	094500 - '12 W&S BOND CONST-TRANSFERS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	TRANSFERS TO OTHER FUND									
	T/T WATER & SEWER B&I	9000 10								
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	TRANSFERS TO OTHER F									
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	TRANSFERS									
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	EXPENDITURES									

			CITY OF HATTIESBURG							
	094602 - 2012 W&S CONST-ISSUE EXP		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	PROFESSIONAL SERVICES									
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
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	EXPENDITURES									

			CITY OF HATTIESBURG							
	094695 - 2012 W&S CONSTR.-CAPITAL PROJ		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OPERATING SUPPLIES									
	ASPHALT & ASPHALT PROD	5400								
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	OPERATING SUPPLIES									
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	SUPPLIES AND EXPENSES									
	_____									
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	REPR/MAINT-OUTSIDE LABO									
	STREETS & STRUCTURES R	6360								
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	REPR/MAINT-OUTSIDE L									
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
	_____									
	IMPROVEMENT OTHER THAN									
	SEWERS	7220								
149,618	SEWER PHASE III	7220 01	725,240	336,496	388,744		83%	54%	(258,747)	-36%
	S.LAGOON SLUDGE REMOV	7220 27								
	SEWER PHASE I	7220 49	498,300	6,358	7,423	484,520	83%	1%	(489,392)	-98%
101,852	SEWER PHASE II	7220 50	1,108,839	394,396	714,442	1	83%	64%	(251,508)	-23%
12,460	SEWER PHASE IV	7220 51	430,241	179,093	251,147	1	83%	58%	(128,864)	-30%
	CCTV SEWER INSPECTION	7220 96	29,105		29,105		83%	100%	5,821	20%
	LAGOON DREDGING LOAN	7220 97								
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263,930	**SEWERS**		**2,791,725**	**916,343**	**1,390,861**	**484,522**	**83%**	**50%**	**(1,122,691)**	**-40%**

			CITY OF HATTIESBURG							
	094695 - 2012 W&S CONSTR.-CAPITAL PROJ		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	WATER SYSTEMS	7245								
	JAMES ST WTR WELL #3	7245 02	206,000	82,488		123,512	83%	0%	(206,000)	-100%
3,100	HWY 98 BOOSTER STATIO	7245 03	396,257	1,000	395,257		83%	100%	78,051	20%
52,119	HWY 98 ELEVATED WTR T	7245 04	623,048	535,503	87,544	1	83%	14%	(517,995)	-83%
	WATER PHASE II	7245 05	238,735			238,735	83%	0%	(238,735)	-100%
	WATER PHASE III	7245 06								
	VETERANS BLVD WTR CON	7245 08	1			1	83%	0%	(1)	-100%
	WESLEY WELL #2	7245 09	7,000		6,450	550	83%	92%	740	11%
5,338	COUNTRY CLUB WTR II	7245 18	272,599		217,608	54,991	83%	80%	(11,469)	-4%
	TATUM-BONHOMIE WTR LI	7245 23	281,748		281,748		83%	100%	56,349	20%
20,935	HWY 98 FIRE LINES	7245 28	2,690,281	159,619	2,492,834	37,828	83%	93%	301,119	11%
	WATER PHASE I	7245 50	487,894	160,737	46,594	280,563	83%	10%	(431,981)	-89%
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81,492	**WATER SYSTEMS**		**5,203,563**	**939,347**	**3,528,035**	**736,181**	**83%**	**68%**	**(969,921)**	**-19%**
	OTHER IMPROVEMENTS	7295								
	MISC.OTHER IMPROVEMEN	7295 99								
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	OTHER IMPROVEMENTS									
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345,422	**IMPROVEMENT OTHER TH**		**7,995,288**	**1,855,690**	**4,918,896**	**1,220,703**	**83%**	**62%**	**(2,092,612)**	**-26%**
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345,422	**CAPITAL OUTLAY**		**7,995,288**	**1,855,690**	**4,918,896**	**1,220,703**	**83%**	**62%**	**(2,092,612)**	**-26%**
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345,422	**EXPENDITURES**		**7,995,288**	**1,855,690**	**4,918,896**	**1,220,703**	**83%**	**62%**	**(2,092,612)**	**-26%**

			CITY OF HATTIESBURG							
	095641 - 2001 BOND CONSTR-ZOO IMPR		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	REHAB. EXISTING BLDGS	7100 12								
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	BUILDINGS									
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
	ASIAN EXHIBIT	7295 11								
	MS HABITAT EXHIBIT	7295 12	187,300		42,268	145,032	83%	23%	(136,578)	-73%
	LION EXHIBIT	7295 14								
	SOUTH AMERICAN EXHIBI	7295 25								
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	OTHER IMPROVEMENTS		**187,300**		**42,268**	**145,032**	**83%**	**23%**	**(136,578)**	**-73%**
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	IMPROVEMENT OTHER TH		**187,300**		**42,268**	**145,032**	**83%**	**23%**	**(136,578)**	**-73%**
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	CAPITAL OUTLAY		**187,300**		**42,268**	**145,032**	**83%**	**23%**	**(136,578)**	**-73%**
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	EXPENDITURES		**187,300**		**42,268**	**145,032**	**83%**	**23%**	**(136,578)**	**-73%**

			CITY OF HATTIESBURG							
	096201 - MDB CAPITAL PROJ-STREETS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	IMPROVEMENT OTHER THAN									
	STREETS & ROADWAYS	7230								
	4TH ST WIDENING-MDOT	7230 09	104,095			104,095	83%	0%	(104,095)	-100%
	CHAIN PARK PROJ-MDOT	7230 76								
	CHAIN PARK-MDOT ARRA	7230 77	289		286	3	83%	99%	54	19%
	CHAIN PARK-HUD	7230 78	5,910		5,206	704	83%	88%	337	6%
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	STREETS & ROADWAYS		**110,294**		**5,492**	**104,802**	**83%**	**5%**	**(103,703)**	**-94%**
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	IMPROVEMENT OTHER TH		**110,294**		**5,492**	**104,802**	**83%**	**5%**	**(103,703)**	**-94%**
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	CAPITAL OUTLAY		**110,294**		**5,492**	**104,802**	**83%**	**5%**	**(103,703)**	**-94%**
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	EXPENDITURES		**110,294**		**5,492**	**104,802**	**83%**	**5%**	**(103,703)**	**-94%**

			CITY OF HATTIESBURG							
	096402 - MDB CAPITAL PROJ-ECONOMIC DEV.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDING IMPROVEMENTS	7150								
	DEPOT PROJECT-GRANT R	7150 15								
	DEPOT PROJ NON-GRANT	7150 31								
	DEPOT PROJ-MDB	7150 35								
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	BUILDING IMPROVEMEN									
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	BUILDING/BLD IMPROVE									
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	CAPITAL OUTLAY									
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	EXPENDITURES									

			CITY OF HATTIESBURG							
	096602 - MDB CAPITAL PROJ-ISSUEEXP.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	PROFESSIONAL SERVICES									
	LEGAL	6025								
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	PROFESSIONAL SERVICE									
	PRINTING AND BINDING									
	PRINTING	6200								
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	PRINTING AND BINDING									
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	OTHER SERVICES & CHAR									
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	EXPENDITURES									

			CITY OF HATTIESBURG							
	096695 - MDB CAPITAL PROJ-CAPITAL PROJ		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	PROFESSIONAL SERVICES									
	CONSULTANT SERV/SURVEY	6020								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
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	OTHER SERVICES & CHAR									
	_____									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	POLICE COMPLEX RENOVA	7150 07								
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	BUILDINGS									
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	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	DRAINS	7215								
	DRAINAGE(CORPS OF ENG	7215 31								
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	DRAINS									
	SEWERS	7220								
	PROGRAMMED SEWER PROJ	7220 99								
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	SEWERS									
	WATER SYSTEMS	7245								
	PROGRAMMED WATER PROJ	7245 99								
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	WATER SYSTEMS									
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	IMPROVEMENT OTHER TH									
	MACHINERY AND EQUIPMENT									
	DATA PROCESSING EQUIP.	7327								
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	MACHINERY AND EQUIPM									
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			CITY OF HATTIESBURG							
	096695 - MDB CAPITAL PROJ-CAPITAL PROJ		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	CAPITAL OUTLAY									
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	EXPENDITURES									

			CITY OF HATTIESBURG							
	098300 - K.P.ZOO CAPITAL-REC.MAINT.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	IMPROVEMENT OTHER THAN									
	KAB/LANDSCAPING	7226								
	RECREATION IMPROVEMENT	7256								
	MISC.REC.IMPR.	7256 99								
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	RECREATION IMPROVEM									
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	IMPROVEMENT OTHER TH									
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	CAPITAL OUTLAY									
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	EXPENDITURES									

			CITY OF HATTIESBURG							
	098341 - K.P.ZOO CAPITAL-KPZ		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OPERATING SUPPLIES									
	OTHER OPERATING MATL/S	5590								
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	OPERATING SUPPLIES									
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	SUPPLIES AND EXPENSES									
	_____									
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
	_____									
	IMPROVEMENT OTHER THAN									
	OTHER IMPROVEMENTS	7295								
	ADAMS PLACE	7295 04								
	QUARANTINE BLDG PROJE	7295 08	86,097		83,900	2,197	83%	97%	14,583	17%
	TIGER/LION EXHIBIT	7295 14								
	ZEBRA EXHIBIT	7295 17								
	SMALL ANIMAL EXHIBITS	7295 23								
	AFRICAN EXHIBIT	7295 25								
	MISC.OTHER IMPROVEMEN	7295 99								
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	OTHER IMPROVEMENTS		**86,097**		**83,900**	**2,197**	**83%**	**97%**	**14,583**	**17%**
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	IMPROVEMENT OTHER TH		**86,097**		**83,900**	**2,197**	**83%**	**97%**	**14,583**	**17%**
	MACHINERY AND EQUIPMENT									
	OTHER EQUIPMENT	7399								
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	MACHINERY AND EQUIPM									
	OTHER									
	ZOOLOGICAL ANIMALS	7505								
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	OTHER									

			CITY OF HATTIESBURG							
	098341 - K.P.ZOO CAPITAL-KPZ		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
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	CAPITAL OUTLAY		**86,097**		**83,900**	**2,197**	**83%**	**97%**	**14,583**	**17%**
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	EXPENDITURES		**86,097**		**83,900**	**2,197**	**83%**	**97%**	**14,583**	**17%**

			CITY OF HATTIESBURG							
	098553 - K.P.ZOO CAPITAL-CEMETERY		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	IMPROVEMENT OTHER THAN									
	LANDSCAPING	7250								
	OTHER IMPROVEMENTS	7295								
	CEMETERY PROJ.IMPR.	7295 30								
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	OTHER IMPROVEMENTS									
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	IMPROVEMENT OTHER TH									
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	CAPITAL OUTLAY									
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	EXPENDITURES									

			CITY OF HATTIESBURG							
	099602 - 2010 W & S GO BOND-ISSUE EXP.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	PROFESSIONAL SERVICES									
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	PRINTING AND BINDING									
	PRINTING	6200								
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	PRINTING AND BINDING									
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
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	EXPENDITURES									

			CITY OF HATTIESBURG							
	099603 - 2010 W & S GO BOND-STREETS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	IMPROVEMENT OTHER THAN									
	STREETS & ROADWAYS	7230								
	N.31ST AVENUE	7230 06								
	NEW SCHOOL ROAD	7230 08								
	E.4TH STREET	7230 11								
	S.28TH AVENUE	7230 14								
	LINCOLN ROAD-#3	7230 27								
	LINCOLN ROAD-#4	7230 29								
	N.40TH AVENUE	7230 30								
	MONTAGUE-N.40TH TO N3	7230 31								
	ED TURNER DRIVE	7230 32								
	S.31ST-HARDY TO MAMIE	7230 33								
	MAMIE FROM S.28TH-31S	7230 34								
	TUSCAN-MLK TO BERNARD	7230 35								
	CLASSIC DR-HWY 42-GOL	7230 36								
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	STREETS & ROADWAYS									
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	IMPROVEMENT OTHER TH									
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	CAPITAL OUTLAY									
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	EXPENDITURES									

			CITY OF HATTIESBURG							
	099606 - 2010 W & S GO BOND-DRAINAGE		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	IMPROVEMENT OTHER THAN									
	DRAINS	7215								
	ASHFORD-EASTSIDE TO M	7215 03								
	E.HARDY/WILLIAMS	7215 05								
	EDWARD ST.@RAILROAD	7215 11								
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	DRAINS									
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	IMPROVEMENT OTHER TH									
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	CAPITAL OUTLAY									
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	EXPENDITURES									

			CITY OF HATTIESBURG							
	099627 - 2010 W & S GO BOND-WATER		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	LAND									
	LAND	7000								
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	LAND									
	IMPROVEMENT OTHER THAN									
	WATER SYSTEMS	7245								
	IND.PARK WATER LINES	7245 01								
	IND.PARK ELEVATED TAN	7245 04								
	WATER WELL@ PLANT #1	7245 05								
	VETERANS BLVD - WATER	7245 08								
	WESLEY FILTRATION PLA	7245 09								
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	WATER SYSTEMS									
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	IMPROVEMENT OTHER TH									
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	CAPITAL OUTLAY									
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	EXPENDITURES									

			CITY OF HATTIESBURG							
	099630 - 2010 W & S GO BOND-SEWERS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	IMPROVEMENT OTHER THAN									
	SEWERS	7220								
	FRANKLIN STREET	7220 12								
	ARLEDGE-MANNING TO CT	7220 22								
	COLUMBIA-PROV.TO RAWL	7220 23								
	ASHFORD-C.CLUB TO MLK	7220 24								
	PROVIDENCE-COLUMBIA T	7220 25								
25,523	N.LAGOON EXPANSION	7220 26	868,299		831,227	37,072	83%	96%	129,173	15%
	S.LAGOON DISINFECTION	7220 27								
	IND.PARK SEWER LINES	7220 28								
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25,523	**SEWERS**		**868,299**		**831,227**	**37,072**	**83%**	**96%**	**129,173**	**15%**
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25,523	**IMPROVEMENT OTHER TH**		**868,299**		**831,227**	**37,072**	**83%**	**96%**	**129,173**	**15%**
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25,523	**CAPITAL OUTLAY**		**868,299**		**831,227**	**37,072**	**83%**	**96%**	**129,173**	**15%**
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25,523	**EXPENDITURES**		**868,299**		**831,227**	**37,072**	**83%**	**96%**	**129,173**	**15%**

			CITY OF HATTIESBURG							
	105500 - '06 W&S BOND CONST-TRANSFERS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	TRANSFERS TO OTHER FUND									
	T/T WATER & SEWER B&I	9000 10								
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	TRANSFERS TO OTHER F									
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	TRANSFERS									
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	EXPENDITURES									

			CITY OF HATTIESBURG							
	105602 - 2006 W&S CONST-ISSUE EXP		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	PROFESSIONAL SERVICES									
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
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	EXPENDITURES									

			CITY OF HATTIESBURG							
	105695 - 2006 W&S CONSTR.-CAPITAL PROJ		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OPERATING SUPPLIES									
	ASPHALT & ASPHALT PROD	5400								
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	OPERATING SUPPLIES									
----------			---------	---------	---------	---------	-----	-----	--------	-----
	SUPPLIES AND EXPENSES									
	_____									
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049								
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	PROFESSIONAL SERVICE									
	REPR/MAINT-OUTSIDE LABO									
	STREETS & STRUCTURES R	6360								
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	REPR/MAINT-OUTSIDE L									
	OTHER SERVICES & CHARGE									
	SERVICES NOT SPECIFIED	6999								
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	OTHER SERVICES & CHA									
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	OTHER SERVICES & CHAR									
	_____									
	IMPROVEMENT OTHER THAN									
	SEWERS	7220								
	S1-N.LAGOON EXPANSION	7220 26								
	S2-W 592 SWR W OF RAI	7220 38								
	S3-E 592 SWR E OF RAI	7220 39								
	S4-W BOND SWR W OF RA	7220 40								
	S5-E BOND SWR E OF RA	7220 41								
	S6-ANNEXATION AREA SE	7220 42								
	S7-SEWER LIFT STA IMP	7220 43								
	SULLIVAN KIL TO J MIM	7220 44								
	HWY 49 N SEWER	7220 45								

			CITY OF HATTIESBURG							
	105695 - 2006 W&S CONSTR.-CAPITAL PROJ		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	PROGRAMMED SEWER PROJ	7220 99								
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	SEWERS									
	WATER SYSTEMS	7245								
	JAMES ST WTR PLT-MATC	7245 02								
	W1-COUNTRY CLUB WATER	7245 18								
	W2-WESLEY PLANT TREAT	7245 26								
	W3-WATER WELL@ PLANT	7245 27								
	W4-FIRE LINES-CNTRY C	7245 28								
	PROGRAMMED WATER PROJ	7245 99								
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	WATER SYSTEMS									
	OTHER IMPROVEMENTS	7295								
	MISC.OTHER IMPROVEMEN	7295 99								
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	OTHER IMPROVEMENTS									
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	IMPROVEMENT OTHER TH									
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	CAPITAL OUTLAY									
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	EXPENDITURES									

			CITY OF HATTIESBURG							
	107500 - SPEC.SALES TAX-TRANSFERS		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	TRANSFERS TO OTHER FUND									
	T/T GENERAL FUND	9000 01								
10,427	T/T CITY B & I	9000 13			104,270	(104,270)			125,124	
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10,427	**TRANSFERS TO OTHER F**				**104,270**	**(104,270)**			**125,124**	
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10,427	**TRANSFERS**				**104,270**	**(104,270)**			**125,124**	
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10,427	**EXPENDITURES**				**104,270**	**(104,270)**			**125,124**	

			CITY OF HATTIESBURG							
	107706 - SPEC.SALES TAX-T&A EXPEND.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	PROFESSIONAL SERVICES									
	OTHER PROFESSIONAL SER	6049								
36,204	TOURISM COMMISSION	6049 01			381,218	(381,218)			457,461	
389,196	CONVENTION COMMISSION	6049 02			3,685,204	(3,685,204)			4,422,244	
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425,401	**OTHER PROFESSIONAL**				**4,066,422**	**(4,066,422)**			**4,879,706**	
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425,401	**PROFESSIONAL SERVICE**				**4,066,422**	**(4,066,422)**			**4,879,706**	
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425,401	**OTHER SERVICES & CHAR**				**4,066,422**	**(4,066,422)**			**4,879,706**	
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425,401	**EXPENDITURES**				**4,066,422**	**(4,066,422)**			**4,879,706**	

			CITY OF HATTIESBURG							
	109704 - GROUP INS.TRUST-T&A EXPEND.		EXPENDITURE REPORT							
			10 Months Ending 07/31/13							
THIS MONTH			ANNUAL	OPEN PO	YTD	REMAINING	PERCENT		....PROJECTED....	
ACTUAL		OBJ/SUB	BUDGET	& CONTRACTS	ACTUAL	BALANCE	PLAN	ACTUAL	OVER/UNDER	%
	_____									
	_____									
	OTHER SERVICES & CHARGE									
	BANK SERV/TRF FEE	6832								
63,590	ADMIN PAID	6833			643,823	(643,823)			772,587	
242,499	CLAIMS PAID	6834			2,621,141	(2,621,141)			3,145,369	
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306,088	**OTHER SERVICES & CHA**				**3,264,964**	**(3,264,964)**			**3,917,956**	
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306,088	**OTHER SERVICES & CHAR**				**3,264,964**	**(3,264,964)**			**3,917,956**	
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306,088	**EXPENDITURES**				**3,264,964**	**(3,264,964)**			**3,917,956**	

		CITY OF HATTIESBURG							. 1
001001 - GENERAL FUND REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
TAXES-OTHER	206A								
PAYMENT IN LIEU OF TAXE	2060								
HOUSING AUTHORITY	2065	2,583			25,833	31,287	121%	31,000	(287)
MERCHANTS COMPANY	2066								
COLLECTIONS-P/Y EXCESS	2070								
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PAYMENT IN LIEU OF T		**2,583**			**25,833**	**31,287**	**121%**	**31,000**	**(287)**
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TAXES-OTHER		**2,583**			**25,833**	**31,287**	**121%**	**31,000**	**(287)**
LICENSES, PERMITS & FEES	220A								
PRIVILEGE LICENSES	2200	13,333	18,042	135%	133,333	118,798	89%	160,000	41,202
FRANCHISES	2210								
ELECTRICAL FRANCHISE	2211	241,666	977,090	404%	2,416,667	2,997,621	124%	2,900,000	(97,621)
SOLID WASTE OPER/FRANC	2212	18,750	17,044	90%	187,500	140,383	74%	225,000	84,617
GAS FRANCHISE	2215	16,250	38,339	235%	162,500	171,742	105%	195,000	23,258
CABLE T.V. FRANCHISE	2219	38,333			383,333	339,674	88%	460,000	120,326
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FRANCHISES		**315,000**	**1,032,473**	**327%**	**3,150,000**	**3,649,420**	**115%**	**3,780,000**	**130,580**
BLDG/INSP PERMITS & FEE	2220								
BUILDING PERMIT/INSPEC	2221	32,083	57,631	179%	320,833	306,490	95%	385,000	78,510
FIRE INSPECTION	2222								
SIGN PERMIT	2223	1,333	432	32%	13,333	14,450	108%	16,000	1,550
LAND CODE ENFORCEMENT	2224	2,666	4,468	167%	26,667	27,830	104%	32,000	4,170
GAS & PLUMBING	2225	1,000	550	55%	10,000	8,050	80%	12,000	3,950
ELECTRICAL INSPECTION	2226	2,083	504	24%	20,833	9,215	44%	25,000	15,785
DEMOLITION PERMIT	2227	166	250	150%	1,667	2,000	119%	2,000	
HOUSE MOVING	2228								
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BLDG/INSP PERMITS &		**39,333**	**63,835**	**162%**	**393,333**	**368,035**	**93%**	**472,000**	**103,965**
OTHER PERMITS & FEES	2230								
PUBLIC RECORDS ACCESS	2233								
PROPERTY CLEAN-UP COST	2234	416	250	60%	4,167	2,925	70%	5,000	2,075
TAXI BADGE PERMIT	2235	8	25	312%	83	200	240%	100	(100)
WRECKER REGISTRATION F	2236	33	150	454%	333	500	150%	400	(100)
BURN OR MISC FIRE PERM	2237	83	325	391%	833	840	100%	1,000	160
AMBULANCE PERMIT	2238					900			(900)

		CITY OF HATTIESBURG							. 1
001001 - GENERAL FUND REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
ZONING PETITION FEE	2240								
ZONING CERTIFICATE FEE	2245	500	1,000	200%	5,000	6,250	125%	6,000	(250)
TITLE PLEDGE LICENSE F	2248								
EXAMINATION FEE	2250								
CONTRACTOR LICENSE FEE	2255								
ORDINANCE SALES	2260								
ORDINANCE VIOLATION FE	2265								
DATA PROCESSING FEES	2280								
NSF CHECK FEE	2290	41			417	240	57%	500	260
MISC. PERMITS & FEES	2299	1,666	2		16,667	20,773	124%	20,000	(773)
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OTHER PERMITS & FEES		**2,750**	**1,752**	**63%**	**27,500**	**32,628**	**118%**	**33,000**	**373**
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LICENSES, PERMITS & F		**370,416**	**1,116,102**	**301%**	**3,704,167**	**4,168,880**	**112%**	**4,445,000**	**276,120**
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
JUST./USM-PROJECT SAFE	2304					10,031			(10,031)
JUST./USM-POLICE CORPS	2305								
JUST.-OTHER	2307		11,206			11,206			(11,206)
JUST.-COPS SECURE SCHOO	2309								
JUST.-JAIL DIVERSION	2310	5,228			52,280	59,485	113%	62,736	3,251
JUST.-BYRNE GRANTS	2311	2,004			20,043	9,363	46%	24,051	14,688
JUST.-DOMESTIC PREP'06	2312	4,650			46,500	37,778	81%	55,800	18,022
JUST.-COPS IN SCHOOLS	2313								
JUST.-DOMESTIC PREPARED	2314	2,291			22,917			27,500	27,500
JUST.-COPS METHAMPHETAM	2315								
JUST.-COPS HIRING RECOV	2316								
JUST.-UNIVERSAL COPS	2317								
JUST.-COPS TECHNOLOGY	2318								
JUST.-LLEBG '04	2319								
SAFE COMMUNITY PROJECT	2320								
NRCS-USDA STORM RELATED	2322	51,826	143,869	277%	518,269	143,869	27%	621,923	478,054
FHWA-STORM RELATED	2323								
FEMA-EMER. WARNING SIRE	2324								
FEMA-'04 REGIONAL RESPO	2325								
FIREFIGHTERS GRANT	2326	6,612			66,123	79,348	120%	79,348	

		CITY OF HATTIESBURG						. 1
001001 - GENERAL FUND REVENUES		REVENUE REPORT						8/1/13
		10 MONTHS ENDING 07/31/13						
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
FEMA-'05 REGIONAL RESPO	2327								
FEMA-CITIZENS CORPS	2328								
LAW ENF.GRANTS-OTHER	2329								
FEMA/HAZARD MITIG/GENER	2336								
FEMA RELIEF	2337	85,000	13,151	15%	850,000	269,257	31%	1,020,000	750,743
CDBG-FIRE STATION	2338	16,760			167,603	201,123	119%	201,123	
MISC FEDERAL GRANTS	2339	105			1,053			1,263	1,263
ARRA-STOP VIOLENCE GRAN	2348								
FEMA RELIEF ADMIN.	2349								
DEPT.OF DEFENSE-CAMP SH	2350								
EPA-BROWNSFIELD PROJ	2356								
HUD-MIDTOWN STUDY	2360	2,339			23,399	14,625	62%	28,079	13,454
HUD/MDA HUB CITY LOFT P	2361								
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FEDERAL GRANTS		**176,818**	**168,225**	**95%**	**1,768,186**	**836,083**	**47%**	**2,121,823**	**1,285,740**
STATE GRANTS	250B								
MOSQUITO CONTROL GRANT	2504								
ARCHIVES & HISTORY	2505								
JUVENILE PREVENTION PRO	2510								
JUVENILE ACCT.INCENTIVE	2511	5,120			51,204	61,318	119%	61,445	127
EMER.SHELTER-MDA GRANT	2513								
I.P.-HYBERPLASTIC-MDA G	2514								
POLICE ACADEMY REIMB.	2515								
SOLID WASTE GRANT	2518	6,250			62,500	75,000	120%	75,000	
URBAN YOUTH CORPS MDOT	2519	1,525			15,258	18,310	120%	18,310	
DEQ GRANTS(SO.LAGOON ST	2520								
ARTS COMMISSION GRANT	2521								
BEAUTIFICATION-VARIOUS	2522								
MS CITY CORPS COUNCIL	2523								
STOP VIOLENCE GRANT	2526	1,704	1,712	100%	17,044	19,081	111%	20,453	1,373
ALCOHOL INCENTIVE	2527	6,935	2,981	42%	69,356	52,210	75%	83,227	31,017
JUSTICE ASSISTANCE	2528								
DISASTER RELIEF	2545								
MEMA-DOMESTIC PREPAREDN	2550								
MEMA-SAFE ROOMS	2551	15,680			156,804	188,165	120%	188,165	
MDOT GRANT-DEPOT PROJEC	2556								
MDOT GRANT-VISITOR'S CT	2557								

		CITY OF HATTIESBURG							. 1
001001 - GENERAL FUND REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
MDOT GRANT-TRAFFIC STUD	2558								
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STATE GRANTS		**37,216**	**4,693**	**12%**	**372,167**	**414,084**	**111%**	**446,600**	**32,516**
STATE-SHARED REVENUE	260B								
GENERAL SALES TAX	2600	1,691,666	1,753,286	103%	16,916,667	17,443,489	103%	20,300,000	2,856,511
CITY UTILITY TAX	2601	500	397	79%	5,000	2,953	59%	6,000	3,047
SALES TAX-SRF REIMB.	2602		36,105			361,049			(361,049)
ALCOHOLIC BEV. LICENSE	2610	12,500	25,425	203%	125,000	125,325	100%	150,000	24,675
MOTOR VEH.PRIVILEGE TAX	2635	8,333	10,588	127%	83,333	81,776	98%	100,000	18,224
PAT HARRISON WATERWAY D	2665								
HATT.METROPLTN. PLANNIN	2670	27,146			271,462	114,809	42%	325,754	210,945
MISC DORMANT ACCOUNT RF	2699								
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STATE-SHARED REVENUE		**1,740,146**	**1,825,801**	**104%**	**17,401,462**	**18,129,400**	**104%**	**20,881,754**	**2,752,354**
CITY/COUNTY-SHARED REVEN	270B								
FORREST CTY	2705								
FORREST CTY CAMP SHELBY	2705 01								
FORREST CTY GORDON CRK	2705 02								
FORREST GENERAL CTY HOS	2706								
FORREST-INFRAST.IMPR.	2707								
LAMAR-INFRAST.IMPR.	2708								
LAMAR/FORREST-HAZ.WASTE	2709								
PETAL/F-CO FLOOD INUNDA	2718	1,333			13,333			16,000	16,000
FORREST CTY-TWIN FORKS	2719								
HPSD-COPS IN SCHOOLS	2720								
CONV.COMM/TOURISM BUREA	2725								
METRO WAGES/MILEAGE-FOR	2735	4,166			41,667	52,658	126%	50,000	(2,658)
METRO NARC.O/T-FORREST	2736								
MEMA/HAZARD MITIG/GENER	2739								
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CITY/COUNTY-SHARED RE		**5,500**			**55,000**	**52,658**	**95%**	**66,000**	**13,342**
CHARGES FOR SERVICES	280A								
PUBLIC SAFETY	2850								
CRIME SCENE UNIT CONT	2855	2,500			25,000	30,000	120%	30,000	
FIRE DPT.SERV FOR OTHE	2860	416			4,167	90	2%	5,000	4,910
800 MHZ RADIO ACCESS F	2865								

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001001 - GENERAL FUND REVENUES		REVENUE REPORT						8/1/13
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		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
POLICE/FIRE-SPECIAL DU	2870	13,333	8,608	64%	133,333	142,483	106%	160,000	17,517
P&F LATERAL TRNG REIMB	2880								
DRUG ENF.AGENCY O/T RE	2881		548			8,048			(8,048)
HOMELAND SECURITY O/T	2882					1,454			(1,454)
US MARSHALL O/T REIMB.	2883					12,302			(12,302)
FED BUREAU INVEST O/T	2884		1,061			5,860			(5,860)
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PUBLIC SAFETY		**16,250**	**10,217**	**62%**	**162,500**	**200,236**	**123%**	**195,000**	**(5,236)**
TROLLEY SERVICE	2890								
CONV.CENTER TROLLEY FE	2895								
TROLLEY RECEIPTS	2896								
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TROLLEY SERVICE									
STREETS	2900								
STREET WORK	2901								
PARKING METERS	2910	166	409	246%	1,667	1,746	104%	2,000	254
PARKING FINES	2915	1,000	416	41%	10,000	11,733	117%	12,000	267
CROSSING LIGHT FEES	2920	8			83	81	97%	100	19
LOT CLEAN-UP/HEAVY TRA	2930	83			833			1,000	1,000
CDBG LOT CLEAN-UP/DEMO	2931	416			4,167			5,000	5,000
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STREETS		**1,675**	**825**	**49%**	**16,750**	**13,560**	**80%**	**20,100**	**6,540**
SANITATION	2950								
TRASH HAULING	2960	11,666	22,757	195%	116,667	109,498	93%	140,000	30,502
RESIDENTL WASTE COLLEC	2965	173,333	334,636	193%	1,733,333	1,710,045	98%	2,080,000	369,955
SANITA-REFUND & RECOVE	2970								
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SANITATION		**185,000**	**357,393**	**193%**	**1,850,000**	**1,819,543**	**98%**	**2,220,000**	**400,457**
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CHARGES FOR SERVICES		**202,925**	**368,434**	**181%**	**2,029,250**	**2,033,339**	**100%**	**2,435,100**	**401,761**
FINES AND FORFEITS	330A								
POLICE FINES	3320	116,666	78,617	67%	1,166,667	1,293,014	110%	1,400,000	106,986
CITY COURT COSTS	3321	16,666	11,535	69%	166,667	187,417	112%	200,000	12,583
CCC-JAIL REIMB.	3322	166	66	39%	1,667	1,335	80%	2,000	665
ENVIR CT-CODE VIOLATION	3323		32			859			(859)
ANIMAL CONTROL	3327		1			1,066			(1,066)
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001001 - GENERAL FUND REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
FINES AND FORFEITS		**133,500**	**90,251**	**67%**	**1,335,000**	**1,483,692**	**111%**	**1,602,000**	**118,308**
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
OTHER INTEREST-CD'S	3403								
SAVINGS ACCOUNT/MMA	3405	333	609	182%	3,333	5,005	150%	4,000	(1,005)
INTEREST-GRANT MONIES	3406								
OTHER INTEREST-MMA	3407								
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
INTEREST EARNINGS		**333**	**609**	**182%**	**3,333**	**5,005**	**150%**	**4,000**	**(1,005)**
RENTS AND ROYALTIES	3410								
LAND	3411								
LAMAR OUTDOOR ADVERTI	3411 05								
ALWEST ADVERTISING	3411 10								
MS.POWER-HWY.42	3411 11								
TRITELL COMMUNICATION	3411 12								
LAND									
BUILDING	3412								
DEPOT FACILITY	3412 01	1,250	3,025	242%	12,500	15,500	124%	15,000	(500)
P&F ACADEMY RENTALS	3412 02					200			(200)
SEXUAL ASSAULT CRISIS	3412 05								
MERCHANTS	3412 07	200	200	100%	2,000	2,000	100%	2,400	400
USM CELLULAR ONE RENT	3412 41								
HUBSOUTH/WATER TOWER	3412 62								
OTHER BLDG. RENT	3412 99								
BUILDING		**1,450**	**3,225**	**222%**	**14,500**	**17,700**	**122%**	**17,400**	**(300)**
PARKING GARAGE-CIVIC C	3415	2,500	4,845	193%	25,000	27,569	110%	30,000	2,431
PARKING GARAGE-PINE ST	3416	2,916	4,620	158%	29,167	31,738	108%	35,000	3,262
PARKING SPACES	3417								
MAIN STREET PARKING L	3417 01	500	10	2%	5,000	2,790	55%	6,000	3,210
CHURCH PARKING LOT	3417 02	416	750	180%	4,167	4,575	109%	5,000	425
RAILROAD PARKING LOT	3417 03	1,083	2,400	221%	10,833	13,830	127%	13,000	(830)

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001001 - GENERAL FUND REVENUES		REVENUE REPORT							8/1/13
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		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
MOBILE ST. PKG.LOT #1	3417 04	275	510	185%	2,750	2,820	102%	3,300	480
MOBILE ST. PKG.LOT #2	3417 05								
BATSON STREET PKG. LO	3417 06								
HEMPHILL PKG. LOT	3417 07	150	150	100%	1,500	1,350	90%	1,800	450
EAST PINE PKG.LOT	3417 08	37			375	300	80%	450	150
OTHER	3417 09								
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PARKING SPACES		**2,462**	**3,820**	**155%**	**24,625**	**25,665**	**104%**	**29,550**	**3,885**
EQUIPMENT	3419								
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RENTS AND ROYALTIES		**9,329**	**16,510**	**176%**	**93,292**	**102,672**	**110%**	**111,950**	**9,278**
CEMETERY FEES	3420	2,416	2,540	105%	24,167	27,880	115%	29,000	1,120
CONTRIBUTIONS-PUBLIC	3450								
CONTRIB-GORDONS CRK STU	3450 01								
CONTRIB-REV 911 MINUTES	3450 02	416			4,167	5,000	119%	5,000	
CONTRIB-MDTWN STDY MAT	3458								
CONTRIBUTIONS-OTHER	3459								
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CONTRIB-REV 911 MINU		**416**			**4,167**	**5,000**	**119%**	**5,000**	
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-EUREKA SCHOOL	3461								
CONTRIB-NCBM-BROWNFIEL	3462								
CONTRIB-SENIOR FARE	3463								
CONTRIB-MAYOR'S YOUTH	3464								
CONTRIB-BC HEALTHY HOM	3465								
CONTRIB-NIGHT OUT AGAI	3466	450			4,500			5,400	5,400
CONTRIB-MDTWN STDY MAT	3468								
CONTRIB-OTHER	3469								
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CONTRIBUTIONS-PRIVAT		**450**			**4,500**			**5,400**	**5,400**
POLICE DEPT-MISC CHARGE	3590	4,166	5,470	131%	41,667	66,388	159%	50,000	(16,388)
OTHER MISC. REVENUE	3599								
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MISCELLANEOUS		**17,112**	**25,130**	**146%**	**171,125**	**206,945**	**120%**	**205,350**	**(1,595)**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								

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		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
T/F H'BURG REDEV.AUTH.	3800 101								
T/F GOVERNMENT COMPLEX	3800 104								
T/F 2002 USA YEAST/LAG	3800 106								
T/F SPEC.SALES TAX	3800 107								
T/F WATER & SEWER	3800 11	36,039	9,579	26%	360,396	47,896	13%	432,475	384,579
T/F POL.FORFEITURES	3800 19								
T/F POL.FORF O/T(HURR	3800 19HR								
T/F '03 TIF B&I CHAUVE	3800 22								
T/F TAX COLLECTORS-GPT	3800 27	1,029,583	176,089	17%	10,295,833	11,286,198	109%	12,355,000	1,068,802
T/F TAX COLL-C.C.FEE	3800 27CC								
T/F TAX COLL-EXCESS BI	3800 27EB	3,166			31,667			38,000	38,000
T/F TAX COLL-CHKG INT	3800 27ICHK	333			3,333			4,000	4,000
T/F TAX COLL-INT/PEN	3800 27IP	28,333	22,669	80%	283,333	191,174	67%	340,000	148,826
T/F W & S CONSTRUCTION	3800 75								
T/F COM.DEV.BLK.GRANT	3800 82								
T/F INDUSTRIAL PARK DE	3800 87								
T/F 2007 TIF CONST-TUR	3800 91								
T/F 2001 STREETS,SWRS,	3800 95								
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TRANSFERS FROM OTHR		**1,097,456**	**208,337**	**18%**	**10,974,563**	**11,525,267**	**105%**	**13,169,475**	**1,644,208**
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TRANSFERS		**1,097,456**	**208,337**	**18%**	**10,974,563**	**11,525,267**	**105%**	**13,169,475**	**1,644,208**
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INT-BONDS	3915								
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SALE OF BONDS									
SALE OF REAL ESTATE	3920					62			(62)
SALE OF TIMBER	3923								
SALE OF EASEMENTS	3925								
SALE OF CEMETERY LOTS	3930	3,750	4,670	124%	37,500	48,075	128%	45,000	(3,075)
SALE OF EQUIPMENT	3940	4,166			41,667	11,382	27%	50,000	38,618
SALE OF SCRAP MATERIAL	3943	250	2,529	1011%	2,500	3,717	148%	3,000	(717)
SALE OF MISC. ITEMS	3945								
SALE OF MAPS/PUBLICATIO	3947					83			(83)
SALE OF RECYCLABLE ITEM	3948								

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		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
MDB LOAN PYMT-HUB CITY	3950	10,283	10,118	98%	102,833	70,824	68%	123,400	52,576
KERR MAGEE PROJECT	3960								
MS TANK PROJECT	3961								
INSURANCE REIMB-STORM	3962	25,000			250,000			300,000	300,000
VENDING COMM./REFUNDS	3964					31			(31)
REFUND & RECOVERY	3965	3,333	5		33,333	40,984	122%	40,000	(984)
RECOVERY OF DAMAGE CLAI	3967								
REFUND/RECOVERY-INFO SY	3968								
RECOVERY-PERS SERV/EQUI	3969								
CAPITAL LEASE PROCEEDS	3970	115,676			1,156,760			1,388,112	1,388,112
TIF DEPOSIT/PROCEEDS	3971								
NOTE PROCEEDS	3975								
FIRE STATION (MDB)	3975 03								
CHURCH PROJ (MDB)	3975 07								
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NOTE PROCEEDS									
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NON-REVENUE RECEIPTS		**162,459**	**17,322**	**10%**	**1,624,593**	**175,158**	**10%**	**1,949,512**	**1,774,354**
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	402,608			4,026,084			4,831,301	4,831,301
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BEGINNING CASH BALANC		**402,608**			**4,026,084**			**4,831,301**	**4,831,301**
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REVENUES		**4,348,742**	**3,824,295**	**87%**	**43,487,429**	**39,056,794**	**89%**	**52,184,915**	**13,128,121**

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		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
LICENSES, PERMITS & FEES	220A								
OTHER PERMITS & FEES	2230								
NSF CHECK FEE	2290		40			40			(40)
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OTHER PERMITS & FEES			**40**			**40**			**(40)**
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LICENSES, PERMITS & F			**40**			**40**			**(40)**
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
FEMA RELIEF	2337		4709-			35,245			(35,245)
MISC FEDERAL GRANTS	2339								
NATL PARK SER/LAND WTR	2351								
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FEDERAL GRANTS			**4709-**			**35,245**			**(35,245)**
STATE GRANTS	250B								
MDOT-INTERCHANGE ENHANC	2508								
DISASTER RELIEF	2545								
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STATE GRANTS									
CITY/COUNTY SHARED REVEN	270B								
MISCELLANEOUS GRANTS	2740								
PEOPLES PARK	2740 01								
THAMES SCHOOL	2740 02								
SUMMER DAY CAMP	2740 03	2,283			22,831	1,530	6%	27397-	(28,927)
OTHER	2740 99	833			8,333	10,000	120%	10,000	
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MISCELLANEOUS GRANTS		**1,449**			**14,498**	**11,530**	**79%**	**17397-**	**(28,927)**
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CITY/COUNTY SHARED RE		**1,449**			**14,498**	**11,530**	**79%**	**17397-**	**(28,927)**
CHARGES FOR SERVICES	280A								
WORKSHOP TRNG FEES	2892								
CULTURE AND RECREATION	3100								
SWIM FEES-C.E. ROY/5TH	3110	50	98	196%	500	195	39%	600	405
SWIM FEES-DAHMER PARK	3112	100	247	247%	1,000	622	62%	1,200	578
SWIM FEES-REC. CTR. PO	3115	100	45	45%	1,000	45	4%	1,200	1,155
ADULT GOLF FEES	3117								

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	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
TENNIS FEES	3118								
FENCING FEES	3119								
PLAYGROUND FEES	3120								
SUMMER DAY CAMP	3122								
KAMPER PARK CONCESSION	3130								
BALLPARK CONCESSIONS	3131	541			5,417			6,500	6,500
CERAMIC CONCESSIONS	3134								
KPZ GIFT SHOP CONCESSI	3135								
ZOO ADMISSIONS	3137								
TATUM PK PAVILION USE	3138					120			(120)
EASTSIDE PK PAVILION U	3139	16	180	1125%	167	380	227%	200	(180)
MCNAIR REC CTR USE FEE	3140								
KPZ PAVILION USE FEE	3145								
DAHMER PAVILION USE FE	3147	66	120	181%	667	845	126%	800	(45)
KP ED CENTER USE FEE	3149								
BALLFIELD USE FEES	3150	416	450	108%	4,167	2,850	68%	5,000	2,150
PARKS-MISC USE FEES	3151	58	80	137%	583	1,340	229%	700	(640)
YOUTH TEAM FEES	3160								
FLAG FOOTBALL	3160 01								
LITTLE TIGERS BASKETB	3160 02	41			417			500	500
JUNIOR GOLF FEES	3160 03								
T-BALL	3160 05								
GIRLS' SOFTBALL	3160 06								
BOYS' SOFTBALL	3160 07								
GIRLS FASTPITCH	3160 10								
BOYS FASTPITCH	3160 11								
TACKLE FOOTBALL	3160 15								
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YOUTH TEAM FEES		**41**			**417**			**500**	**500**
ADULT TEAM FEES	3162								
CHURCH LEAGUE BASKETB	3162 01								
ADULT BASKETBALL	3162 02	291			2,917	2,540	87%	3,500	960
ADULT CO-ED SOFTBALL	3162 03	250	500	200%	2,500	4,690	187%	3,000	(1,690)
ADULT MEN'S SOFTBALL	3162 04	666	1,700	255%	6,667	6,450	96%	8,000	1,550
ADULT WOMEN'S SOFTBAL	3162 05								
ADULT FOOTBALL	3162 06								

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	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
ADULT SOFTBALL-CHURCH	3162 07	333			3,333	250	7%	4,000	3,750
ADULT SOCCER	3162 08	350			3,500			4,200	4,200
ADULT FLAG FOOTBALL	3162 09	83			833			1,000	1,000
ADULT TEAM FEES		**1,975**	**2,200**	**111%**	**19,750**	**13,930**	**70%**	**23,700**	**9,770**
CERAMICS CLASS FEES	3170								
DRAMA,ART,DANCE LESSON	3178								
"MOKEY" TRAIN RIDES	3181								
CAROUSEL RIDES	3185								
OTHER	3190								
CULTURE AND RECREATI		**3,366**	**3,420**	**101%**	**33,667**	**20,327**	**60%**	**40,400**	**20,073**
CHARGES FOR SERVICES		**3,366**	**3,420**	**101%**	**33,667**	**20,327**	**60%**	**40,400**	**20,073**
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	33	57	172%	333	340	102%	400	60
INTEREST EARNINGS		**33**	**57**	**172%**	**333**	**340**	**102%**	**400**	**60**
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455	7,500			75,000	52,902	70%	90,000	37,098
CONTRIBUTIONS-PUBLIC		**7,500**			**75,000**	**52,902**	**70%**	**90,000**	**37,098**
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-POLICEMAN'S BE	3461								
CONTRIB-SENIOR FARE	3463								
CONTRIB-SENIOR PROM	3464		25			3,150			(3,150)
CONTRIB-OTHER	3469	833			8,333			10,000	10,000
CONTRIBUTIONS-PRIVAT		**833**	**25**	**3%**	**8,333**	**3,150**	**37%**	**10,000**	**6,850**
MISCELLANEOUS		**8,366**	**82**		**83,667**	**56,391**	**67%**	**100,400**	**44,009**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01	175,186			1,751,862	1,700,000	97%	2,102,234	402,234
T/F TAX COLLECTORS-GPT	3800 27	66,666	10,971	16%	666,667	753,654	113%	800,000	46,346

		CITY OF HATTIESBURG							. 7
002002 - PKS/REC FUND REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
TRANSFERS FROM OTHR		**241,852**	**10,971**	**4%**	**2,418,528**	**2,453,654**	**101%**	**2,902,234**	**448,580**
TRANSFERS		**241,852**	**10,971**	**4%**	**2,418,528**	**2,453,654**	**101%**	**2,902,234**	**448,580**
NON-REVENUE RECEIPTS	390A								
SALE OF EQUIPMENT	3940								
SALE OF MISC. ITEMS	3945								
COMM.-HOT DIGGITY CONCE	3963								
VENDING COMM./REFUNDS	3964								
REFUND & RECOVERY	3965								
RECOVERY OF DAMAGE CLAI	3967	31,932	308888-	967%	319,322	339,985	106%	383,186	43,201
NON-REVENUE RECEIPTS		**31,932**	**308888-**	**967%**	**319,322**	**339,985**	**106%**	**383,186**	**43,201**
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	16,953			169,530			203,436	203,436
BEGINNING CASH BALANC		**16,953**			**169,530**			**203,436**	**203,436**
REVENUES		**301,021**	**299084-**	**99%**	**3,010,216**	**2,917,172**	**96%**	**3,612,259**	**695,087**

		CITY OF HATTIESBURG							. 10
004004 - LIBRARY FUND REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27		10,685			734,009			(734,009)
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TRANSFERS FROM OTHR			**10,685**			**734,009**			**(734,009)**
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TRANSFERS			**10,685**			**734,009**			**(734,009)**
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REVENUES			**10,685**			**734,009**			**(734,009)**

		CITY OF HATTIESBURG							. 11
005005 - H.M.F.P.FUND REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
STATE-SHARED REVENUE	260B								
PRO-RATA FIRE INS. PREM	2620	19,583			195,833	237,328	121%	235,000	(2,328)
FIRE INS REBATE/CODE EN	2625		7,779			7,779			(7,779)
STATE-SHARED REVENUE		**19,583**	**7,779**	**39%**	**195,833**	**245,107**	**125%**	**235,000**	**(10,107)**
CHARGES FOR SERVICES	280A								
PUBLIC SAFETY	2850								
FIRE PROT.SHARE-USM	2862	7,971			79,710	95,652	120%	95,652	
HAZ.MAT.TRAINING FEES	2885								
PUBLIC SAFETY		**7,971**			**79,710**	**95,652**	**120%**	**95,652**	
CHARGES FOR SERVICES		**7,971**			**79,710**	**95,652**	**120%**	**95,652**	
FINES AND FORFEITS	330A								
FIRE CODE VIOLATIONS	3325	125	228	182%	1,250	2,147	171%	1,500	(647)
FINES AND FORFEITS		**125**	**228**	**182%**	**1,250**	**2,147**	**171%**	**1,500**	**(647)**
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	458	308	67%	4,583	3,455	75%	5,500	2,045
INTEREST EARNINGS		**458**	**308**	**67%**	**4,583**	**3,455**	**75%**	**5,500**	**2,045**
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-OTHER	3469	416			4,167	575	13%	5,000	4,425
CONTRIBUTIONS-PRIVAT		**416**			**4,167**	**575**	**13%**	**5,000**	**4,425**
MISCELLANEOUS		**875**	**308**	**35%**	**8,750**	**4,030**	**46%**	**10,500**	**6,470**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
TRANSFERS FROM OTHR									

		CITY OF HATTIESBURG							. 11
005005 - H.M.F.P.FUND REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF REAL ESTATE	3920								
SALE OF EQUIPMENT	3940								
INSURANCE REIMB-STORM	3962								
REFUND & RECOVERY	3965								
CAPITAL LEASE PROCEEDS	3970								
NOTE PROCEEDS	3975								
FIRE STATION	3975 03								
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NOTE PROCEEDS									
	----------	----------	---------	----	----------	---------	----	----------	----------
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	63,674			636,748			764,097	764,097
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BEGINNING CASH BALANC		**63,674**			**636,748**			**764,097**	**764,097**
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REVENUES		**92,229**	**8,315**	**9%**	**922,291**	**346,936**	**37%**	**1,106,749**	**759,813**

		CITY OF HATTIESBURG							. 12
008008 - SPEC.ST.IMPR REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
FAUS GRANT(LINC#1)	2331								
FAUS GRANT(LINC#2)	2332								
FAUS GRANT(CLASSIC DR)	2334								
FAUS GRANT(S.28TH)	2335								
FAUS GRANT(LINC#4)	2336								
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FEDERAL GRANTS									
STATE-SHARED REVENUE	260B								
MUNICIPAL AID	2650	4,583	12,764	278%	45,833	54,522	118%	55,000	478
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STATE-SHARED REVENUE		**4,583**	**12,764**	**278%**	**45,833**	**54,522**	**118%**	**55,000**	**478**
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	83	97	116%	833	1,086	130%	1,000	(86)
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INTEREST EARNINGS		**83**	**97**	**116%**	**833**	**1,086**	**130%**	**1,000**	**(86)**
CONTRIBUTIONS-PUBLIC	3450								
CONTRIB-USM-CLASSIC DR	3452								
CONTRIBUTIONS-FORREST	3455								
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CONTRIBUTIONS-PUBLIC									
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MISCELLANEOUS		**83**	**97**	**116%**	**833**	**1,086**	**130%**	**1,000**	**(86)**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
T/F '99 TAX INCR CONST	3800 103								
T/F '93 STREETS,DRAINS	3800 110								
T/F MUN.ROAD & BRIDGE	3800 72								
T/F '92 PARKS,REC,STS.	3800 97								
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TRANSFERS FROM OTHR									
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		CITY OF HATTIESBURG							. 12
008008 - SPEC.ST.IMPR REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
TIF DEPOSIT/PROCEEDS	3971								
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NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	17,158			171,586			205,903	205,903
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BEGINNING CASH BALANC		**17,158**			**171,586**			**205,903**	**205,903**
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REVENUES		**21,825**	**12,861**	**58%**	**218,253**	**55,609**	**25%**	**261,903**	**206,294**

		CITY OF HATTIESBURG							. 13
009009 - W&S O&M REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
CHARGES FOR SERVICES	280A								
SANITATION	2950								
LAGOON DUMPING	2955	1,666	2,500	150%	16,667	24,010	144%	20,000	(4,010)
SANITATION		**1,666**	**2,500**	**150%**	**16,667**	**24,010**	**144%**	**20,000**	**(4,010)**
CHARGES FOR SERVICES		**1,666**	**2,500**	**150%**	**16,667**	**24,010**	**144%**	**20,000**	**(4,010)**
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	250	235	94%	2,500	2,046	81%	3,000	954
OTHER INTEREST-MMA	3407								
INTEREST EARNINGS		**250**	**235**	**94%**	**2,500**	**2,046**	**81%**	**3,000**	**954**
RENTS AND ROYALTIES	3410								
EQUIPMENT	3419								
RENTS AND ROYALTIES									
MISCELLANEOUS		**250**	**235**	**94%**	**2,500**	**2,046**	**81%**	**3,000**	**954**
ENTERPRISE ACCOUNTS	360A								
TAPS	3610								
SEWERAGE TREATMENT	3720								
METER RELOCATION	3730								
MISCELLANEOUS	3790								
ENTERPRISE ACCOUNTS									
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F WATER & SEWER B&I	3800 10								
T/F WATER & SEWER	3800 11	664,357	1,328,716	200%	6,643,579	6,643,580	100%	7,972,295	1,328,715
T/F CUSTOMER METER	3800 24								
TRANSFERS FROM OTHR		**664,357**	**1,328,716**	**200%**	**6,643,579**	**6,643,580**	**100%**	**7,972,295**	**1,328,715**

		CITY OF HATTIESBURG							. 13
009009 - W&S O&M REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
TRANSFERS		**664,357**	**1,328,716**	**200%**	**6,643,579**	**6,643,580**	**100%**	**7,972,295**	**1,328,715**
NON-REVENUE RECEIPTS	390A								
SALE OF EQUIPMENT	3940								
SALE OF SCRAP MATERIAL	3943					1,769			(1,769)
SALE OF MISC. ITEMS	3945								
REFUND & RECOVERY	3965					126			(126)
RECOVERY OF DAMAGE CLAI	3967								
CAPITAL LEASE PROCEEDS	3970								
NON-REVENUE RECEIPTS						**1,895**			**(1,895)**
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	63,366			633,668			760,401	760,401
BEGINNING CASH BALANC		**63,366**			**633,668**			**760,401**	**760,401**
REVENUES		**729,641**	**1,331,451**	**182%**	**7,296,413**	**6,671,531**	**91%**	**8,755,696**	**2,084,165**

		CITY OF HATTIESBURG							. 14
010010 - W&S B&I REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		40			462			(462)
OTHER INTEREST-MMA	3407		14			105			(105)
TREASURY NOTES	3409								
INTEREST EARNINGS			**54**			**568**			**(568)**
MISCELLANEOUS			**54**			**568**			**(568)**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F '06 W&S BOND CONST	3800 105								
T/F WATER & SEWER	3800 11								
T/F WATER & SEWER '06	3800 11A	158,558	317,117	200%	1,585,583	1,585,583	100%	1,902,700	317,117
T/F WATER & SEWER '12	3800 11B	73,480	146,960	200%	734,800	734,800	100%	881,760	146,960
T/F WTR/SWR(METER GO)	3800 11M	75,000	150,000	200%	750,000	750,000	100%	900,000	150,000
T/F W & S CONTINGENCY	3800 17								
T/F '12 W&S REV BOND C	3800 94								
TRANSFERS FROM OTHR		**307,038**	**614,077**	**200%**	**3,070,383**	**3,070,383**	**100%**	**3,684,460**	**614,077**
TRANSFERS		**307,038**	**614,077**	**200%**	**3,070,383**	**3,070,383**	**100%**	**3,684,460**	**614,077**
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PREMIUM	3913								
ACCRUED INTEREST	3915								
SALE OF BONDS									
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	137,670			1,376,700			1,652,040	1,652,040
BEGINNING CASH BALANC		**137,670**			**1,376,700**			**1,652,040**	**1,652,040**

		CITY OF HATTIESBURG							. 14
010010 - W&S B&I REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES		**444,708**	**614,131**	**138%**	**4,447,083**	**3,070,951**	**69%**	**5,336,500**	**2,265,549**

		CITY OF HATTIESBURG						.	15
011011 - WATER & SEWER REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
LICENSES, PERMITS & FEES	220A								
OTHER PERMITS & FEES	2230								
NSF CHECK FEE	2290	416	480	115%	4,167	3,400	81%	5,000	1,600
OTHER PERMITS & FEES		**416**	**480**	**115%**	**4,167**	**3,400**	**81%**	**5,000**	**1,600**
LICENSES, PERMITS & F		**416**	**480**	**115%**	**4,167**	**3,400**	**81%**	**5,000**	**1,600**
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	208	166	79%	2,083	2,132	102%	2,500	368
INTEREST EARNINGS		**208**	**166**	**79%**	**2,083**	**2,132**	**102%**	**2,500**	**368**
MISCELLANEOUS		**208**	**166**	**79%**	**2,083**	**2,132**	**102%**	**2,500**	**368**
ENTERPRISE ACCOUNTS	360A								
METERED WATER SALES	3600		1308013-						
RESIDENTIAL WATER-NO T	3600 01	295,333	587,781	199%	2,953,333	3,050,375	103%	3,544,000	493,625
NON-RESIDENTIAL WATER	3600 011	65,416	144,504	220%	654,167	722,571	110%	785,000	62,429
TAXABLE WATER SALES	3600 02	165,750	340,494	205%	1,657,500	1,666,372	100%	1,989,000	322,628
TAXABLE WATER-USA YEAS	3600 03	146,416	35,271	24%	1,464,167	213,872	14%	1,757,000	1,543,128
METERED WATER SALES		**672,916**	**199963-**	**29%**	**6,729,167**	**5,653,190**	**84%**	**8,075,000**	**2,421,810**
WATER TAPS	3610	9,583	3,167	33%	95,833	167,885	175%	115,000	(52,885)
WATER TURN-ON FEE	3620	5,333	4,960	93%	53,333	57,570	107%	64,000	6,430
SEWER TAPS	3625	1,250	1,500	120%	12,500	9,510	76%	15,000	5,490
SEWER CHARGES	3630								
NON-RESIDENTIAL SEWER	3630 01	141,666	366,562	258%	1,416,667	1,739,950	122%	1,700,000	(39,950)
RESIDENTIAL SEWER	3630 02	266,666	587,479	220%	2,666,667	3,024,960	113%	3,200,000	175,040
LAMAR PARK SEWER	3630 03	16,250	31,176	191%	162,500	158,105	97%	195,000	36,895
MARSHALL DURBIN SEWER	3630 04	30,833	79,301	257%	308,333	233,989	75%	370,000	136,011
PETAL SEWER	3630 05	25,000	66,403	265%	250,000	364,037	145%	300,000	(64,037)
HERCULES	3630 06	500	1,777	355%	5,000	8,599	171%	6,000	(2,599)
PBRSWMA-LEACHATE	3630 07	333	985	295%	3,333	4,517	135%	4,000	(517)
ZEON CHEMICALS	3630 08	3,166	5,595	176%	31,667	25,389	80%	38,000	12,611
USA YEAST SEWER	3630 09	51,250	115,728	225%	512,500	516,284	100%	615,000	98,716

		CITY OF HATTIESBURG							. 15
011011 - WATER & SEWER REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
DAIRY FRESH SEWER	3630 10	5,166	12,676	245%	51,667	69,430	134%	62,000	(7,430)
OTHER SPEC SWR CONTRAC	3630 11		14,014			83,186			(83,186)
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SEWER CHARGES		**540,833**	**1,281,696**	**236%**	**5,408,333**	**6,228,445**	**115%**	**6,490,000**	**261,555**
SEWERAGE TREATMENT	3720								
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ENTERPRISE ACCOUNTS		**1,229,916**	**1,091,359**	**88%**	**12,299,167**	**12,116,600**	**98%**	**14,759,000**	**2,642,400**
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
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NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
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BEGINNING CASH BALANC									
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REVENUES		**1,230,541**	**1,092,005**	**88%**	**12,305,417**	**12,122,132**	**98%**	**14,766,500**	**2,644,368**

		CITY OF HATTIESBURG							. 16
012012 - 1999 TAX INCRE B&I-REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
FORREST CTY	2705								
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CITY/COUNTY-SHARED RE									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		6			29			(29)
OTHER INTEREST	3407								
TREASURY NOTES	3409								
	---	---	---	---	---	---	---	---	---
INTEREST EARNINGS			**6**			**29**			**(29)**
	---	---	---	---	---	---	---	---	---
MISCELLANEOUS			**6**			**29**			**(29)**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F '99 TAX INCRE CONS	3800 103								
T/F TAX COLLECTORS-GPT	3800 27	5,515			55,157	68,300	123%	66,188	(2,112)
	---	---	---	---	---	---	---	---	---
TRANSFERS FROM OTHR		**5,515**			**55,157**	**68,300**	**123%**	**66,188**	**(2,112)**
	---	---	---	---	---	---	---	---	---
TRANSFERS		**5,515**			**55,157**	**68,300**	**123%**	**66,188**	**(2,112)**
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
	---	---	---	---	---	---	---	---	---
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	6,014			60,146			72,175	72,175
	---	---	---	---	---	---	---	---	---
BEGINNING CASH BALANC		**6,014**			**60,146**			**72,175**	**72,175**
	---	---	---	---	---	---	---	---	---
REVENUES		**11,530**	**6**		**115,303**	**68,329**	**59%**	**138,363**	**70,034**

		CITY OF HATTIESBURG							. 17
013013 - CITY B&I REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
PROPERTY TAX DISTR-SUNB	2728								
KOHLER DEBT.SER-FORREST	2730	5,301			53,014	63,617	120%	63,617	
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CITY/COUNTY-SHARED RE		**5,301**			**53,014**	**63,617**	**120%**	**63,617**	
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	166	157	94%	1,667	1,479	88%	2,000	521
OTHER INTEREST-MMA	3407								
TREASURY NOTES	3409								
	----------	----------	---------	----	----------	---------	----	----------	----------
INTEREST EARNINGS		**166**	**157**	**94%**	**1,667**	**1,479**	**88%**	**2,000**	**521**
RENTS AND ROYALTIES	3410								
BUILDING	3412								
KOHLER	3412 17								
ABILITYWORKS INC(ALLI	3412 19								
OTHER BLDG. RENT	3412 99								
	----------	----------	---------	----	----------	---------	----	----------	----------
BUILDING									
	----------	----------	---------	----	----------	---------	----	----------	----------
RENTS AND ROYALTIES									
	----------	----------	---------	----	----------	---------	----	----------	----------
MISCELLANEOUS		**166**	**157**	**94%**	**1,667**	**1,479**	**88%**	**2,000**	**521**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
T/F SPEC.SALES TAX	3800 107	10,426	10,427	100%	104,266	104,270	100%	125,119	20,849
T/F TAX COLLECTORS-GPT	3800 27	233,333	38,398	16%	2,333,333	2,637,559	113%	2,800,000	162,441
T/F INDUSTRIAL PARK DE	3800 87								
T/F IND.PARK (KOHLER)	3800 87K	22,850			228,509			274,211	274,211
T/F IND.PARK (SUNBEAM)	3800 87S								
T/F D/T LIGHTING	3800 90								
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TRANSFERS FROM OTHR		**266,610**	**48,825**	**18%**	**2,666,108**	**2,741,829**	**102%**	**3,199,330**	**457,501**

		CITY OF HATTIESBURG							. 17
013013 - CITY B&I REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
TRANSFERS		**266,610**	**48,825**	**18%**	**2,666,108**	**2,741,829**	**102%**	**3,199,330**	**457,501**
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
ACCRUED INT-RFDG BONDS	3915								
SALE OF BONDS									
SALE OF REAL ESTATE-SAC	3920	18,237	700	3%	182,375	217,285	119%	218,850	1,565
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS		**18,237**	**700**	**3%**	**182,375**	**217,285**	**119%**	**218,850**	**1,565**
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	253,336			2,533,363			3,040,036	3,040,036
BEGINNING CASH BALANC		**253,336**			**2,533,363**			**3,040,036**	**3,040,036**
REVENUES		**543,652**	**49,682**	**9%**	**5,436,528**	**3,024,210**	**55%**	**6,523,833**	**3,499,623**

		CITY OF HATTIESBURG							. 18
014014 - SCHOOL FUNDREVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27		219,641			15,343,728			(15,343,728)
T/F TAX COLL-GPT-'88 B	3800 27SB		29,183			2,065,963			(2,065,963)
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TRANSFERS FROM OTHR			**248,824**			**17,409,691**			**(17,409,691)**
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TRANSFERS			**248,824**			**17,409,691**			**(17,409,691)**
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REVENUES			**248,824**			**17,409,691**			**(17,409,691)**

		CITY OF HATTIESBURG							. 19
015015 - W&S B&I USAYEAST REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	16	12	75%	167	167	100%	200	33
OTHER INTEREST-MMA	3407								
TREASURY NOTES	3409								
INTEREST EARNINGS		**16**	**12**	**75%**	**167**	**167**	**100%**	**200**	**33**
MISCELLANEOUS		**16**	**12**	**75%**	**167**	**167**	**100%**	**200**	**33**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F 2002 USA YEAST PRO	3800 106								
T/F WATER & SEWER	3800 11	25,833	51,667	200%	258,333	258,333	100%	310,000	51,667
TRANSFERS FROM OTHR		**25,833**	**51,667**	**200%**	**258,333**	**258,333**	**100%**	**310,000**	**51,667**
TRANSFERS		**25,833**	**51,667**	**200%**	**258,333**	**258,333**	**100%**	**310,000**	**51,667**
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PREMIUM	3913								
ACCRUED INT-'02 W&S BO	3915								
SALE OF BONDS									
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	11,820			118,201			141,841	141,841
BEGINNING CASH BALANC		**11,820**			**118,201**			**141,841**	**141,841**
REVENUES		**37,670**	**51,679**	**137%**	**376,701**	**258,500**	**68%**	**452,041**	**193,541**

		CITY OF HATTIESBURG							. 20
018018 - P&FD&R REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
SAVINGS ACCOUNT/MMA	3405								
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INTEREST EARNINGS									
P&FD&R EMPLOYEE CONTRIB	3470		1,216			13,361			(13,361)
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MISCELLANEOUS			**1,216**			**13,361**			**(13,361)**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27		21,112			1,449,654			(1,449,654)
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TRANSFERS FROM OTHR			**21,112**			**1,449,654**			**(1,449,654)**
	----------	----------	---------	----	----------	---------	----	----------	----------
TRANSFERS			**21,112**			**1,449,654**			**(1,449,654)**
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
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NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
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BEGINNING CASH BALANC									
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REVENUES			**22,328**			**1,463,015**			**(1,463,015)**

		CITY OF HATTIESBURG							. 21
019019 - POL.FORFEITURES REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
JUST.-TREAS(ATF)	2306								
JUST.-HURRICANE RELIEF(	2308								
FEDERAL GRANTS									
STATE GRANTS	250B								
CRIME PREVENTION PROGRA	2516								
PR VOTECH TRAINING	2517								
ATT'Y GEN./TOBACCO REVE	2525								
STATE GRANTS									
CHARGES FOR SERVICES	280A								
PUBLIC SAFETY	2850								
K-9 TRAINING	2872								
BAD CHECK PROC. FEES	2875	183	1,246	680%	1,833	7,624	415%	2,200	(5,424)
DISPATCHER TRNG. FEES	2890					2,700			(2,700)
SWORN TRNG FEES	2891								
NON-SWORN TRNG FEES	2892								
METRO CRIME SCENE FEES	2895								
METRO CRIME SCENE-LAM	2895 01								
METRO CRIME SCENE-PET	2895 02								
METRO CRIME SCENE-FOR	2895 03								
METRO CRIME SCENE F									
PUBLIC SAFETY		**183**	**1,246**	**680%**	**1,833**	**10,324**	**563%**	**2,200**	**(8,124)**
CHARGES FOR SERVICES		**183**	**1,246**	**680%**	**1,833**	**10,324**	**563%**	**2,200**	**(8,124)**
FINES AND FORFEITS	330A								
DARE CITY COURT COSTS	3321	951	2,838	298%	9,516	22,351	234%	11,419	(10,932)
NARC.FORFEITURES-POLICE	3323	1,684	250	14%	16,847	28,709	170%	20,216	(8,493)
FORF-FED(TREAS/IRS/ATF)	3324								
FORF-FED(JUSTICE/DEA)	3326	556	3,193	574%	5,564	13,852	248%	6,677	(7,175)
FINES AND FORFEITS		**3,192**	**6,280**	**196%**	**31,927**	**64,912**	**203%**	**38,312**	**(26,600)**

		CITY OF HATTIESBURG							. 21
019019 - POL.FORFEITURES REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
SAVINGS ACCOUNT/MMA	3405		11			57			(57)
	----------	----------	---------	----	----------	---------	----	----------	----------
INTEREST EARNINGS			**11**			**57**			**(57)**
CONTRIBUTIONS-PUBLIC	3450								
CONTRIB-LAMAR CNTY	3451								
CONTRIB-USM	3452								
CONTRIB-PETAL	3453								
CONTRIB-METRO CRIME ST	3454								
CONTRIBUTIONS-FORREST	3455								
CONTRIBUTIONS-OTHER	3459								
	----------	----------	---------	----	----------	---------	----	----------	----------
CONTRIBUTIONS-PUBLIC									
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-D.A.R.E.	3461								
CONTRIB-OTHER	3469								
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CONTRIBUTIONS-PRIVAT									
	----------	----------	---------	----	----------	---------	----	----------	----------
MISCELLANEOUS			**11**			**57**			**(57)**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
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TRANSFERS FROM OTHR									
	----------	----------	---------	----	----------	---------	----	----------	----------
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF EQUIPMENT	3940								
SALE OF CANINES	3946								
INSURANCE REIMB-STORM	3962								
REFUND & RECOVERY	3965								
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NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								

		CITY OF HATTIESBURG							. 21
019019 - POL.FORFEITURES REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
APPROPRIABLE FUND BALAN	3999	20,599			205,997			247,196	247,196
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BEGINNING CASH BALANC		**20,599**			**205,997**			**247,196**	**247,196**
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REVENUES		**23,975**	**7,537**	**31%**	**239,757**	**75,293**	**31%**	**287,708**	**212,415**

		CITY OF HATTIESBURG							. 23
020020 - 2002 TIF B&I-S/P REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
FORREST CTY	2705	3,274			32,745	39,294	120%	39,294	
CITY/COUNTY-SHARED RE		**3,274**			**32,745**	**39,294**	**120%**	**39,294**	
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		1			19			(19)
OTHER INTEREST	3407								
TREASURY NOTES	3409								
INTEREST EARNINGS			**1**			**19**			**(19)**
MISCELLANEOUS			**1**			**19**			**(19)**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27	4,181			41,818			50,181	50,181
T/F '02 TIF CONSTR-SO.	3800 88								
TRANSFERS FROM OTHR		**4,181**			**41,818**			**50,181**	**50,181**
TRANSFERS		**4,181**			**41,818**			**50,181**	**50,181**
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	5,393			53,937			64,724	64,724
BEGINNING CASH BALANC		**5,393**			**53,937**			**64,724**	**64,724**
REVENUES		**12,849**	**1**		**128,499**	**39,313**	**30%**	**154,199**	**114,886**

		CITY OF HATTIESBURG							. 24
021021 - 2004 TIF B&I-H/D REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
LAMAR CTY	2708	2,182			21,820	26,184	120%	26,184	
CITY/COUNTY-SHARED RE		**2,182**			**21,820**	**26,184**	**120%**	**26,184**	
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	8	10	125%	83	71	85%	100	29
OTHER INTEREST	3407								
TREASURY NOTES	3409								
INTEREST EARNINGS		**8**	**10**	**125%**	**83**	**71**	**85%**	**100**	**29**
MISCELLANEOUS		**8**	**10**	**125%**	**83**	**71**	**85%**	**100**	**29**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27	4,863			48,633	57,051	117%	58,360	1,309
T/F '04 TIF CONSTR-HOM	3800 89								
TRANSFERS FROM OTHR		**4,863**			**48,633**	**57,051**	**117%**	**58,360**	**1,309**
TRANSFERS		**4,863**			**48,633**	**57,051**	**117%**	**58,360**	**1,309**
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	10,271			102,719			123,263	123,263
BEGINNING CASH BALANC		**10,271**			**102,719**			**123,263**	**123,263**
REVENUES		**17,325**	**10**		**173,256**	**83,307**	**48%**	**207,907**	**124,600**

		CITY OF HATTIESBURG							. 25
022022 - 2003 TIF B&I-C/S REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		20			107			(107)
OTHER INTEREST	3407								
TREASURY NOTES	3409								
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INTEREST EARNINGS			**20**			**107**			**(107)**
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MISCELLANEOUS			**20**			**107**			**(107)**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
T/F TAX COLLECTORS-GPT	3800 27	20,113			201,130	203,625	101%	241,356	37,731
T/F 2003 TIF CONST-CHA	3800 90								
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TRANSFERS FROM OTHR		**20,113**			**201,130**	**203,625**	**101%**	**241,356**	**37,731**
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TRANSFERS		**20,113**			**201,130**	**203,625**	**101%**	**241,356**	**37,731**
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
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NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	11,811			118,116			141,739	141,739
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BEGINNING CASH BALANC		**11,811**			**118,116**			**141,739**	**141,739**
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REVENUES		**31,924**	**20**		**319,246**	**203,732**	**63%**	**383,095**	**179,363**

		CITY OF HATTIESBURG							26
023023 - 2007 TIF B&I-T/C REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
LAMAR CTY	2708	9,057			90,578	108,694	120%	108,694	
CITY/COUNTY-SHARED RE		**9,057**			**90,578**	**108,694**	**120%**	**108,694**	
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	25	52	208%	250	229	91%	300	71
OTHER INTEREST	3407								
TREASURY NOTES	3409								
INTEREST EARNINGS		**25**	**52**	**208%**	**250**	**229**	**91%**	**300**	**71**
MISCELLANEOUS		**25**	**52**	**208%**	**250**	**229**	**91%**	**300**	**71**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27	29,376			293,764	360,899	122%	352,517	(8,382)
T/F 2007 TIF CONST-TUR	3800 91								
TRANSFERS FROM OTHR		**29,376**			**293,764**	**360,899**	**122%**	**352,517**	**(8,382)**
TRANSFERS		**29,376**			**293,764**	**360,899**	**122%**	**352,517**	**(8,382)**
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	18,288			182,888			219,466	219,466
BEGINNING CASH BALANC		**18,288**			**182,888**			**219,466**	**219,466**
REVENUES		**56,748**	**52**		**567,481**	**469,822**	**82%**	**680,977**	**211,155**

		CITY OF HATTIESBURG							. 27
024024 - 2008 TIF B&I-L/C REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
LAMAR CTY	2708								
CITY/COUNTY-SHARED RE									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		11			91			(91)
OTHER INTEREST	3407								
TREASURY NOTES	3409								
INTEREST EARNINGS			**11**			**91**			**(91)**
MISCELLANEOUS			**11**			**91**			**(91)**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27	6,409			64,094	67,533	105%	76,913	9,380
T/F 2008 TIF CONST-L/C	3800 90								
TRANSFERS FROM OTHR		**6,409**			**64,094**	**67,533**	**105%**	**76,913**	**9,380**
TRANSFERS		**6,409**			**64,094**	**67,533**	**105%**	**76,913**	**9,380**
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	9,838			98,383			118,060	118,060
BEGINNING CASH BALANC		**9,838**			**98,383**			**118,060**	**118,060**
REVENUES		**16,247**	**11**		**162,478**	**67,624**	**41%**	**194,973**	**127,349**

		CITY OF HATTIESBURG							28
025025 - 2011 TIF B&I-KOHLS REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
LAMAR CTY	2708	2,683			26,833	32,200	120%	32,200	
CITY/COUNTY-SHARED RE		**2,683**			**26,833**	**32,200**	**120%**	**32,200**	
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		2			16			(16)
OTHER INTEREST	3407								
TREASURY NOTES	3409								
INTEREST EARNINGS			**2**			**16**			**(16)**
MISCELLANEOUS			**2**			**16**			**(16)**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27	6,194			61,949	68,410	110%	74,339	5,929
T/F 2011 TIF CONST-KOH	3800 91	4			41	49	119%	49	
TRANSFERS FROM OTHR		**6,199**			**61,990**	**68,459**	**110%**	**74,388**	**5,929**
TRANSFERS		**6,199**			**61,990**	**68,459**	**110%**	**74,388**	**5,929**
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
APPROPRIABLE FUND BALAN	3999	1,315			13,157			15,788	15,788
NON-REVENUE RECEIPTS		**1,315**			**13,157**			**15,788**	**15,788**
REVENUES		**10,198**	**2**		**101,980**	**100,675**	**98%**	**122,376**	**21,701**

		CITY OF HATTIESBURG							. 29
027027 - TAX COLLECTOR'S REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
GENERAL PROPERTY TAXES	200A								
CURRENT YEAR TAXES	2000								
REALTY	2001								
REALTY-CITY	2001 CITY		79,299			12,202,839			(12,202,839)
REALTY-O/S SCHOOL DIS	2001 OSD								
REALTY-SCHOOL	2001 SCHL		65,547			12,587,186			(12,587,186)
REALTY-W/I SCHOOL DIS	2001 WSD								
	----------	----------	---------	----	----------	---------	----	----------	----------
REALTY			**144,846**			**24,790,025**			**(24,790,025)**
HOMESTEAD LOSS	2005		2211-			(335,881)			335,881
EXEMPT-TAX LOSS REIMB.	2006					240,784			(240,784)
PERSONALTY-AUTO/RAILRO	2010								
PRSNLTY AUTO-CITY	2010 CITY		135,318			1,111,758			(1,111,758)
PRSNLTY AUTO-O/S SCHO	2010 OSD								
PRSNLTY RR-O/S SCHOOL	2010 OSDRR								
PRSNLTY AUTO-SCHOOL	2010 SCHL		136,965			1,149,597			(1,149,597)
PRSNLTY AUTO-W/I SCHO	2010 WSD								
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PERSONALTY-AUTO/RAI			**272,283**			**2,261,356**			**(2,261,356)**
PERSONALTY	2020								
PERSONALTY-CITY	2020 CITY		37,935			4,058,352			(4,058,352)
PERSONALTY-O/S SCHOOL	2020 OSD								
PERSONALTY-SCHOOL	2020 SCHL		38,643			3,776,537			(3,776,537)
PERSONALTY-W/I SCHOOL	2020 WSD								
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PERSONALTY			**76,579**			**7,834,890**			**(7,834,890)**
RENTAL VEHICLES	2026								
RENTAL VEHICLES-GENER	2026 GEN					15,359			(15,359)
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RENTAL VEHICLES						**15,359**			**(15,359)**
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CURRENT YEAR TAXES			**491,497**			**34,806,533**			**(34,806,533)**
PRIOR YEAR TAXES	2030								
NON-EXEMPT REALTY P/Y	2031		2,819			56,664			(56,664)
EXEMPT REALTY P/Y	2035		3,710			82,406			(82,406)
PERSONALTY-AUTO P/Y	2040		2,790			347,980			(347,980)

		CITY OF HATTIESBURG							. 29
027027 - TAX COLLECTOR'S REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
PERSONALTY-RAIL CAR P/	2045					11,017			(11,017)
PERSONALTY P/Y	2050		7,995			(20,448)			20,448
PRIOR YEAR TAXES			**17,314**			**477,619**			**(477,619)**
GENERAL PROPERTY TAXE			**508,811**			**35,284,151**			**(35,284,151)**
TAXES-OTHER	206A								
INT/PENALTY ON DEL. TAX	2100		22,669			191,174			(191,174)
EXCESS BID-PROP. TAXES	2110								
TAXES-OTHER			**22,669**			**191,174**			**(191,174)**
LICENSES, PERMITS & FEES	220A								
OTHER PERMITS & FEES	2230								
CITY CLERK FEES	2232								
OTHER PERMITS & FEES									
LICENSES, PERMITS & F									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		45			3,348			(3,348)
TREASURY NOTES	3409								
INTEREST EARNINGS			**45**			**3,348**			**(3,348)**
MISCELLANEOUS			**45**			**3,348**			**(3,348)**
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
REVENUES			**531,525**			**35,478,674**			**(35,478,674)**

		CITY OF HATTIESBURG							. 31
039039 - AIRPORT IMPR. REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
OTHER PERMITS & FEES	2230								
FLOWAGE FEE	2295								
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OTHER PERMITS & FEES									
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
FEDERAL AVIATION ADM.	2330	107,849			1,078,494	102,153	9%	1,294,193	1,192,040
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FEDERAL GRANTS		**107,849**			**1,078,494**	**102,153**	**9%**	**1,294,193**	**1,192,040**
STATE GRANTS	250B								
MDOT-MULTIMODAL GRANT	2509								
AIRPORT GRANT	2540								
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STATE GRANTS									
STATE-SHARED REVENUE	260B								
AIRPLANE REGISTRATION T	2655								
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STATE-SHARED REVENUE									
CITY/COUNTY-SHARED REVEN	270B								
AIRPORT ASSIST-FORREST	2725								
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CITY/COUNTY-SHARED RE									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		11			58			(58)
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INTEREST EARNINGS			**11**			**58**			**(58)**
RENTS AND ROYALTIES	3410								
BUILDING	3412								
YORK INT/JOHNSON CONT	3412 12	291			2,917			3,500	3,500
LORESCO INC	3412 13	100	100	100%	1,000	1,000	100%	1,200	200
COCA COLA (1906 COMPA	3412 14								
H'BURG HANGER ASSN.	3412 18	55			550			660	660
SOUTHEAST AVIATION SE	3412 21	1,750	1,554	88%	17,500	17,784	101%	21,000	3,216
OTHER BLDG. RENT	3412 99								

		CITY OF HATTIESBURG							. 31
039039 - AIRPORT IMPR. REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
BUILDING		**2,196**	**1,654**	**75%**	**21,967**	**18,784**	**85%**	**26,360**	**7,576**
MINERAL LEASE-AIRPORT	3418								
RENTS AND ROYALTIES		**2,196**	**1,654**	**75%**	**21,967**	**18,784**	**85%**	**26,360**	**7,576**
MISCELLANEOUS		**2,196**	**1,665**	**75%**	**21,967**	**18,842**	**85%**	**26,360**	**7,518**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01	8,333			83,333	100,000	120%	100,000	
TRANSFERS FROM OTHR		**8,333**			**83,333**	**100,000**	**120%**	**100,000**	
TRANSFERS		**8,333**			**83,333**	**100,000**	**120%**	**100,000**	
NON-REVENUE RECEIPTS	390A								
SALE OF REAL ESTATE	3920								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	10,411			104,112			124,934	124,934
BEGINNING CASH BALANC		**10,411**			**104,112**			**124,934**	**124,934**
REVENUES		**128,790**	**1,665**	**1%**	**1,287,906**	**220,995**	**17%**	**1,545,487**	**1,324,492**

		CITY OF HATTIESBURG							. 33
050050 - 2009 RFDG BONDS REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
BOND PREMIUM	3913								
ACCRUED INTEREST	3915								
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SALE OF BONDS									
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NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
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BEGINNING CASH BALANC									
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REVENUES									

		CITY OF HATTIESBURG							. 34
072072 - MUN.ROAD&BRIDGE REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
FHWA-STORM RELATED	2323								
FEMA RELIEF	2337								
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FEDERAL GRANTS									
STATE GRANTS	250B								
STATE BOND FDS TRACE/ZO	2501								
WEATHERSBY ROAD	2533								
MDOT-MPO GRANT	2555								
MDOT-MPO GRANT	2555 01								
MDOT-TRAFFIC SIGNALS	2555 02	14,253			142,531	20,214	14%	171,037	150,823
MDOT-NEW TARGET	2555 03								
MDOT-#1 HARDY ST WIDEN	2555 04								
MDOT-LLT-US 49 TO MAIN	2555 05	97,666			976,667			1,172,000	1,172,000
MDOT-#2 HARDY ST WIDEN	2555 06	47,994	22,534	46%	479,946	385,298	80%	575,935	190,637
MDOT-TRAF SIGNAL-SO.PO	2555 07								
MDOT-ARRA-PINE B'WAY T	2555 08								
MDOT-SIDEWALKS-SCHOOLS	2555 09	18,320	492	2%	183,200	4,497	2%	219,840	215,343
MDOT-WESTERN BELTWAY	2555 10	39,583	66,905	169%	395,833	66,905	16%	475,000	408,095
MDOT-RAILROAD CROSSING	2555 11	4,166			41,667			50,000	50,000
MDOT-FUTURE PROJECT	2555 12								
MDOT-B'WAY,MOBILE TE	2555 13	55,583			555,833			667,000	667,000
MDOT-34TH AVE TE	2555 14	9,416			94,167			113,000	113,000
MDOT-4TH ST PHASE I	2555 15	225,895	83,012	36%	2,258,950	148,655	6%	2,710,740	2,562,085
MDOT-4TH ST PHASE II	2555 16	70,000			700,000			840,000	840,000
MDOT-MARTIN LUTHER KIN	2555 17								
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MDOT-MPO GRANT		**582,879**	**172,943**	**29%**	**5,828,793**	**625,570**	**10%**	**6,994,552**	**6,368,982**
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STATE GRANTS		**582,879**	**172,943**	**29%**	**5,828,793**	**625,570**	**10%**	**6,994,552**	**6,368,982**
CITY/COUNTY-SHARED REVEN	270B								
PRO-RATA CTY RD TAX-FOR	2710	106,833	19,989	18%	1,068,333	1,133,439	106%	1,282,000	148,561
PRO-RATA CTY RD TAX-LAM	2715	59,166	6,392	10%	591,667	692,854	117%	710,000	17,146
MISCELLANEOUS GRANTS	2740								
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		CITY OF HATTIESBURG							. 34
072072 - MUN.ROAD&BRIDGE REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
CITY/COUNTY-SHARED RE		**166,000**	**26,381**	**15%**	**1,660,000**	**1,826,293**	**110%**	**1,992,000**	**165,707**
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	58			583	6	1%	700	694
INTEREST EARNINGS		**58**			**583**	**6**	**1%**	**700**	**694**
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455	6,250			62,500			75,000	75,000
CONTRIB-RAILS TO TRAIL	3457	28,333			283,333			340,000	340,000
CONTRIBUTIONS-PUBLIC		**34,583**			**345,833**			**415,000**	**415,000**
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-RAILROAD PROJE	3461	22,250			222,500	181,000	81%	267,000	86,000
CONTRIB-CHAUVET SQ.PRO	3469								
CONTRIBUTIONS-PRIVAT		**22,250**			**222,500**	**181,000**	**81%**	**267,000**	**86,000**
MISCELLANEOUS		**56,891**			**568,917**	**181,006**	**31%**	**682,700**	**501,694**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F W & S CONSTRUCTION	3800 75								
T/F INDUSTRIAL PARK DE	3800 87								
TRANSFERS FROM OTHR									
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF TIMBER	3923								
REFUND & RECOVERY	3965					1,132			(1,132)
REFUND-COST SHARING	3969								
CAPITAL LEASE PROCEEDS	3970								
NON-REVENUE RECEIPTS						**1,132**			**(1,132)**
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	49,396			493,966			592,759	592,759

		CITY OF HATTIESBURG							. 34
072072 - MUN.ROAD&BRIDGE REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
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BEGINNING CASH BALANC		**49,396**			**493,966**			**592,759**	**592,759**
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REVENUES		**855,167**	**199,324**	**23%**	**8,551,676**	**2,634,001**	**30%**	**10,262,011**	**7,628,010**

		CITY OF HATTIESBURG							. 36
073073 - MASS TRANSIT REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
UMTA-MASS TRANS-OPER.C/	2340	68,827	13,405	19%	688,270	229,905	33%	825,924	596,019
UMTA-MASS TRANS-CAPTL.	2341	37,845			378,452	28,895	7%	454,142	425,247
UMTA-MASS TRANS-PLANNIN	2342					2,696			(2,696)
UMTA-MASS TRANS-P/Y	2343								
UMTA-MASS TRANS-PREV.C/	2344	25,337	11,620	45%	253,378	143,751	56%	304,054	160,303
ARRA-MASS TRANS	2345	32,530	76,797	236%	325,307	169,043	51%	390,368	221,325
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FEDERAL GRANTS		**164,540**	**101,822**	**61%**	**1,645,407**	**574,290**	**34%**	**1,974,488**	**1,400,198**
STATE GRANTS	250B								
MDOT GRANT(PLANNING/CAP	2555								
		---	---	---	---	---	---	---	---
STATE GRANTS									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		26			245			(245)
		---	---	---	---	---	---	---	---
INTEREST EARNINGS			**26**			**245**			**(245)**
MASS TRANSIT CHARGES	3520								
BUS FARES-FIXED ROUTES	3525	2,916	3,329	114%	29,167	32,694	112%	35,000	2,306
BUS FARES-DEMAND RES-D	3527								
ADVERTISING	3535	283	223	78%	2,833	2,508	88%	3,400	892
MISC. CHARGES & FEES	3540								
		---	---	---	---	---	---	---	---
MASS TRANSIT CHARGES		**3,200**	**3,551**	**110%**	**32,000**	**35,202**	**110%**	**38,400**	**3,198**
		---	---	---	---	---	---	---	---
MISCELLANEOUS		**3,200**	**3,577**	**111%**	**32,000**	**35,447**	**110%**	**38,400**	**2,953**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01	27,916			279,167	335,000	119%	335,000	
T/F TAX COLLECTORS-GPT	3800 27	16,666	2,731	16%	166,667	187,569	112%	200,000	12,431
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TRANSFERS FROM OTHR		**44,583**	**2,731**	**6%**	**445,833**	**522,569**	**117%**	**535,000**	**12,431**
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		CITY OF HATTIESBURG							. 36
073073 - MASS TRANSIT REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
TRANSFERS		**44,583**	**2,731**	**6%**	**445,833**	**522,569**	**117%**	**535,000**	**12,431**
NON-REVENUE RECEIPTS	390A								
SALE OF EQUIPMENT	3940					7,414			(7,414)
SALE OF SCRAP MATERIAL	3943								
VENDING COMM./REFUNDS	3964								
REFUND & RECOVERY	3965								
RECOVERY OF DAMAGE CLAI	3967								
	----------	----------	---------	----	----------	---------	----	----------	----------
NON-REVENUE RECEIPTS						**7,414**			**(7,414)**
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	11,452			114,526			137,431	137,431
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BEGINNING CASH BALANC		**11,452**			**114,526**			**137,431**	**137,431**
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REVENUES		**223,776**	**108,130**	**48%**	**2,237,766**	**1,139,720**	**50%**	**2,685,319**	**1,545,599**

		CITY OF HATTIESBURG							. 37
075075 - W&S CONSTR.REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
CDBG-USA YEAST	2336	416,666			4,166,667	1,770,782	42%	5,000,000	3,229,218
FEMA RELIEF	2337								
CDBG-WIS PAK	2338	3,182			31,823	38,187	119%	38,187	
CDBG-WATER PLANT 2 RENO	2339	10,871	47,500	436%	108,716	82,925	76%	130,459	47,534
US CORPS OF ENGR PROJEC	2354								
LAGOON AERATORS-DOE ARR	2357								
COUNTRY CLUB WATER-EPA	2358								
NRCS EROSION CONTROL GR	2512								
I.P.-HYBERPLASTIC-MDA G	2514								
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FEDERAL GRANTS		**430,720**	**47,500**	**11%**	**4,307,205**	**1,891,894**	**43%**	**5,168,646**	**3,276,752**
CITY/COUNTY-SHARED REVEN	270B								
FORREST CTY	2705								
PETAL	2737								
LAMAR PARK	2738								
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CITY/COUNTY-SHARED RE									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	83	16	19%	833	1,763	211%	1,000	(763)
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INTEREST EARNINGS		**83**	**16**	**19%**	**833**	**1,763**	**211%**	**1,000**	**(763)**
RENTS AND ROYALTIES	3410								
LAND	3411								
TRITELL COMMUNICATION	3411 12								
AT&T/CINGULAR(WTR WOR	3411 13	2,083	1,194	57%	20,833	20,526	98%	25,000	4,474
SBA STRUCTURES (WM CA	3411 14	1,166	1,230	105%	11,667	12,299	105%	14,000	1,701
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LAND		**3,250**	**2,424**	**74%**	**32,500**	**32,825**	**101%**	**39,000**	**6,175**
BUILDING	3412								
USM CELLULAR ONE RENT	3412 41								
TH INC MANAGEMENT(USM	3412 42								
VERIZON-USM WATER TAN	3412 43	1,075	1,156	107%	10,750	11,556	107%	12,900	1,344

		CITY OF HATTIESBURG							. 37
075075 - W&S CONSTR.REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
CELLULAR SOUTH(MULTI	3412 44	1,380	2,760	200%	13,800	13,800	100%	16,560	2,760
BUILDING		**2,455**	**3,916**	**159%**	**24,550**	**25,356**	**103%**	**29,460**	**4,104**
RENTS AND ROYALTIES		**5,705**	**6,340**	**111%**	**57,050**	**58,181**	**101%**	**68,460**	**10,279**
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-USA YEAST SWR	3461								
CONTRIBUTIONS-PRIVAT									
MISCELLANEOUS		**5,788**	**6,356**	**109%**	**57,883**	**59,944**	**103%**	**69,460**	**9,516**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
T/F WATER & SEWER O &	3800 09								
T/F WATER & SEWER B&I	3800 10								
T/F WATER & SEWER	3800 11	150,000	343,063	228%	1,500,000	1,812,724	120%	1,800,000	(12,724)
T/F W & S CONTINGENCY	3800 17								
T/F COM.DEV.BLK.GRANT	3800 82								
T/F INDUSTRIAL PARK DE	3800 87								
TRANSFERS FROM OTHR		**150,000**	**343,063**	**228%**	**1,500,000**	**1,812,724**	**120%**	**1,800,000**	**(12,724)**
TRANSFERS		**150,000**	**343,063**	**228%**	**1,500,000**	**1,812,724**	**120%**	**1,800,000**	**(12,724)**
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
CAPITAL LEASE PROCEEDS	3970								
NOTE PROCEEDS	3975	250,000			2,500,000	3,000,000	120%	3,000,000	
SRF LOAN PROCEEDS-#1	3980								
SRF LOAN PROCEEDS-#2	3985								
SRF LOAN PROCEEDS-#3	3987								
NON-REVENUE RECEIPTS		**250,000**			**2,500,000**	**3,000,000**	**120%**	**3,000,000**	
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	415,003			4,150,033			4,980,039	4,980,039

		CITY OF HATTIESBURG							. 37
075075 - W&S CONSTR.REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
BEGINNING CASH BALANC		**415,003**			**4,150,033**			**4,980,039**	**4,980,039**
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REVENUES		**1,251,512**	**396,919**	**31%**	**12,515,121**	**6,764,563**	**54%**	**15,018,145**	**8,253,582**

		CITY OF HATTIESBURG							. 39
077077 - COMMUNITY CTR REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
CHARGES FOR SERVICES	280A								
CULTURE AND RECREATION	3100								
SAENGER RESTORA/MAINT	3125								
SAENGER CONCESSIONS	3132								
GIFT SHOP CONCESSIONS	3135								
TCKT MASTER/IN-HOUSE P	3136								
MCNAIR REC CTR USE FE	3140	41			417	38	9%	500	463
SIGLER CENTER USE FEE	3141	125			1,250	175	14%	1,500	1,325
C.E.ROY/5TH ST.C.C.USE	3142	666			6,667	1,408	21%	8,000	6,592
JDS C.C. USE FEE	3143	1,083	693	63%	10,833	6,938	64%	13,000	6,063
SAENGER THEATER USE FE	3144								
CULTURAL CTR USE FEE	3146	583	500	85%	5,833	5,575	95%	7,000	1,425
N R BURGER/6TH ST CC U	3148								
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CULTURE AND RECREATI		**2,500**	**1,193**	**47%**	**25,000**	**14,133**	**56%**	**30,000**	**15,867**
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CHARGES FOR SERVICES		**2,500**	**1,193**	**47%**	**25,000**	**14,133**	**56%**	**30,000**	**15,867**
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	16	21	131%	167	280	167%	200	(80)
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INTEREST EARNINGS		**16**	**21**	**131%**	**167**	**280**	**167%**	**200**	**(80)**
RENTS AND ROYALTIES	3410								
EQUIPMENT	3419								
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RENTS AND ROYALTIES									
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455								
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CONTRIBUTIONS-PUBLIC									
CONTRIBUTIONS-PRIVATE	3460								
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MISCELLANEOUS		**16**	**21**	**131%**	**167**	**280**	**167%**	**200**	**(80)**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								

		CITY OF HATTIESBURG							. 39
077077 - COMMUNITY CTR REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
T/F GENERAL FUND	3800 01	64,166			641,667	770,000	119%	770,000	
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TRANSFERS FROM OTHR		**64,166**			**641,667**	**770,000**	**119%**	**770,000**	
	----------	----------	---------	----	----------	---------	----	----------	----------
TRANSFERS		**64,166**			**641,667**	**770,000**	**119%**	**770,000**	
NON-REVENUE RECEIPTS	390A								
COMMISSIONS-TCKTS/CONCE	3963								
REFUND & RECOVERY	3965								
RECOVERY OF DAMAGE CLAI	3967	35,867			358,679	410,310	114%	430,415	20,105
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NON-REVENUE RECEIPTS		**35,867**			**358,679**	**410,310**	**114%**	**430,415**	**20,105**
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	14,102			141,022			169,226	169,226
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BEGINNING CASH BALANC		**14,102**			**141,022**			**169,226**	**169,226**
	----------	----------	---------	----	----------	---------	----	----------	----------
REVENUES		**116,653**	**1,213**	**1%**	**1,166,534**	**1,194,723**	**102%**	**1,399,841**	**205,118**

		CITY OF HATTIESBURG							. 40
078078 - '09 WATER METER PROJ REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
SAVINGS ACCOUNT/MMA	3405		3			41			(41)
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INTEREST EARNINGS			**3**			**41**			**(41)**
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MISCELLANEOUS			**3**			**41**			**(41)**
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
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SALE OF BONDS									
NOTE PROCEEDS	3975								
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NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	4,143			41,432			49,718	49,718
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BEGINNING CASH BALANC		**4,143**			**41,432**			**49,718**	**49,718**
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REVENUES		**4,143**	**3**		**41,432**	**41**		**49,718**	**49,677**

		CITY OF HATTIESBURG							. 41
082082 - CDBG REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
CDBG-R ARRA (WOODLEY SD	2338								
CDBG-ENT.-DRAINAGE	2365 DRG								
CDBG-ENT.-EMER.REHAB.	2365 ER								
CDBG-ENT.-FULL REHAB.	2365 FR								
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CDBG-R ARRA (WOODLEY									
HOME ENTITLEMENT-1995	2367								
HOME ENTIT-DOWNPAYMENT	2367 DA								
HOME ENTIT-FULL REHAB.	2367 FR								
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HOME ENTITLEMENT-199									
CDBG-ENTITLEMENT-1996	2385								
CDBG-ENT.-ECONOMIC DEV	2385 EC								
CDBG-ENT.-EMER.REHAB.	2385 ER								
CDBG-ENT.-FACADE PROG	2385 FAC								
CDBG-ENT.-FULL REHAB.	2385 FR								
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CDBG-ENTITLEMENT-199									
HOME ENTITLEMENT-1996	2387								
HOME ENTIT-CHDO	2387 CHDO								
HOME ENTIT-DOWNPAYMENT	2387 DA								
HOME ENTIT-FULL REHAB.	2387 FR								
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HOME ENTITLEMENT-199									
HOME ENTITLEMENT-1997	2389								
HOME ENTIT-AFFORD.HOUS	2389 AH								
HOME ENTIT-CHDO	2389 CHDO								
HOME ENTIT-DOWNPAYMENT	2389 DA								
HOME ENTIT-FULL REHAB.	2389 FR								
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HOME ENTITLEMENT-199									
CDBG-ENTITLEMENT-1997	2391								
CDBG-ENT.-DEMOLITION	2391 DEM								
CDBG-ENT.-EMER.REHAB.	2391 ER								

		CITY OF HATTIESBURG							. 41
082082 - CDBG REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
CDBG-ENT.-FULL REHAB.	2391 FR								
CDBG-ENT.-NEIGHBORHD G	2391 NG								
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CDBG-ENTITLEMENT-199									
HOME ENTITLEMENT-1998	2393								
HOME ENTIT-AFFORD.HOUS	2393 AH								
HOME ENTIT-CHDO	2393 CHDO								
HOME ENTIT-DOWNPAYMENT	2393 DA								
HOME ENTIT-FULL REHAB.	2393 FR								
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HOME ENTITLEMENT-199									
CDBG-ENTITLEMENT-1998	2395								
CDBG-ENT.-ADMINISTRATI	2395 ADM								
CDBG-ENT.-DEMOLITION	2395 DEM								
CDBG-ENT.-DRAINAGE	2395 DRG								
CDBG-ENT.-EATON SCHOOL	2395 EAT								
CDBG-ENT.-EMER.REHAB.	2395 ER								
CDBG-ENT.-FULL REHAB.	2395 FR								
CDBG-ENT.-NEIGHBORHD G	2395 NG								
CDBG-ENT.-PLANNING	2395 PL								
CDBG-ENT.-PUBLIC SERVI	2395 PS								
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CDBG-ENTITLEMENT-199									
HOME ENTITLEMENT-1999	2397								
HOME ENTIT-AFFORD.HOUS	2397 AH								
HOME ENTIT-CHDO ADMIN	2397 CHDOAD								
HOME ENTIT-CHDO SETASI	2397 CHDOSA								
HOME ENTIT-DOWNPAYMENT	2397 DA								
HOME ENTIT-DA RECAPTUR	2397 DAR								
HOME ENTIT-FULL REHAB.	2397 FR								
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HOME ENTITLEMENT-199									
CDBG-ENTITLEMENT-1999	2399								
CDBG-ENT.-ADMINISTRATI	2399 ADM								
CDBG-ENT.-BRADY ST SEW	2399 BSS								
CDBG-ENT.-DEMOLITION	2399 DEM								

		CITY OF HATTIESBURG							. 41
082082 - CDBG REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
CDBG-ENT.-DRAINAGE	2399 DRG								
CDBG-ENT.-EATON SCHOOL	2399 EAT								
CDBG-ENT.-EMER.REHAB.	2399 ER								
CDBG-ENT.-FULL REHAB.	2399 FR								
CDBG-ENT.-NEIGHBORHD G	2399 NG								
CDBG-ENT.-PLANNING	2399 PL								
CDBG-ENT.-PRVO	2399 PRVO								
CDBG-ENT.-PUBLIC SERVI	2399 PS								
CDBG-ENT.-SIDEWALKS	2399 SWLK								
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CDBG-ENTITLEMENT-199									
CDBG-ENTITLEMENT-2000	2401								
CDBG-ENT.-ADMINISTRATI	2401 ADM								
CDBG-ENT.-DEMOLITION	2401 DEM								
CDBG-ENT.-DRAINAGE	2401 DRG								
CDBG-ENT.-EMER.REHAB.	2401 ER								
CDBG-ENT.-FACADE PROG	2401 FAC								
CDBG-ENT.-FULL REHAB.	2401 FR								
CDBG-ENT.-NEIGHBORHD G	2401 NG								
CDBG-ENT.-PUBLIC SERVI	2401 PS								
CDBG-ENT.-SIDEWALKS	2401 SWLK								
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CDBG-ENTITLEMENT-200									
HOME ENTITLEMENT-2000	2402								
HOME ENTIT-AFFORD.HOUS	2402 AH								
HOME ENTIT-CHDO ADMIN	2402 CHDOAD								
HOME ENTIT-CHDO SETASI	2402 CHDOSA								
HOME ENTIT-DOWNPAYMENT	2402 DA								
HOME ENTIT-FULL REHAB.	2402 FR								
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HOME ENTITLEMENT-200									
CDBG-ENTITLEMENT-2001	2403								
CDBG-ENT.-ADMINISTRATI	2403 ADM								
CDBG-ENT.-DEMOLITION	2403 DEM								
CDBG-ENT.-DRAINAGE	2403 DRG								
CDBG-ENT.-EATON SCHOOL	2403 EAT								
CDBG-ENT.-EMER.REHAB.	2403 ER								

		CITY OF HATTIESBURG							. 41
082082 - CDBG REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
CDBG-ENT.-FACADE PROG	2403 FAC								
CDBG-ENT.-FULL REHAB.	2403 FR								
CDBG-ENT.-D/T LIGHTING	2403 LIGHT								
CDBG-ENT.-PLANNING	2403 PL								
CDBG-ENT.-PUBLIC SERVI	2403 PS								
CDBG-ENT.-SIDEWALKS	2403 SWLK								
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CDBG-ENTITLEMENT-200									
HOME ENTITLEMENT-2001	2404								
HOME ENTIT-ADMINISTRAT	2404 ADM								
HOME ENTIT-AFFORD.HOUS	2404 AH								
HOME ENTIT-CHDO ADMIN	2404 CHDOAD								
HOME ENTIT-CHDO SETASI	2404 CHDOSA								
HOME ENTIT-DOWNPAYMENT	2404 DA								
HOME ENTIT-FULL REHAB.	2404 FR								
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HOME ENTITLEMENT-200									
HOME ENTITLEMENT-2002	2406								
HOME ENTIT-ADMINISTRAT	2406 ADM								
HOME ENTIT-AFFORD.HOUS	2406 AH								
HOME ENTIT-CHDO OPERAT	2406 CHDO								
HOME ENTIT-DOWNPAYMENT	2406 DA								
HOME ENTIT-FULL REHAB.	2406 FR								
HOME ENTIT-HOME BUYER	2406 HBE								
HOME ENTIT	2406 HE								
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HOME ENTITLEMENT-200									
CDBG-ENTITLEMENT-2002	2407								
CDBG-ENT.-ADMINISTRATI	2407 ADM								
CDBG-ENT.-ADMIN/EMER R	2407 ADMER								
CDBG-ENT.-ADMIN/FULL R	2407 ADMFR								
CDBG ENT.-CHDO OPERATI	2407 CHDO								
CDBG-ENT.-DEMOLITION	2407 DEM								
CDBG-ENT.-DRAINAGE	2407 DRG								
CDBG-ENT.-EATON SCHOOL	2407 EAT								
CDBG-ENT.-EMER.REHAB.	2407 ER								

		CITY OF HATTIESBURG							. 41
082082 - CDBG REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
CDBG-ENT.-FACADE PROG	2407 FAC								
CDBG-ENT.-FULL REHAB.	2407 FR								
CDBG-ENT.-PLANNING	2407 PL								
CDBG-ENT.-PUBLIC SERVI	2407 PS								
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CDBG-ENTITLEMENT-200									
HOME ENTITLEMENT-2003	2408								
HOME ENTIT-ADMINISTRAT	2408 ADM								
HOME ENTIT-AFFORD.HOUS	2408 AH								
HOME ENTIT-CHDO OPERAT	2408 CHDO								
HOME ENTIT-DOWNPAYMENT	2408 DA								
HOME ENTIT-FULL REHAB.	2408 FR								
HOME ENTIT-REHAB.SUBRE	2408 RSC								
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HOME ENTITLEMENT-200									
CDBG-ENTITLEMENT-2003	2409								
CDBG-ENT.-ADMINISTRATI	2409 ADM								
CDBG-ENT.-ADMIN/EMER R	2409 ADMER								
CDBG-ENT.-ADMIN/FULL R	2409 ADMFR								
CDBG-ENT.-ADMIN/PUBLIC	2409 ADMPS								
CDBG-ENT.-DEMOLITION	2409 DEM								
CDBG-ENT.-EMER ALERT P	2409 EAP								
CDBG-ENT.-EMER.REHAB.	2409 ER								
CDBG-ENT.-FACADE PROG	2409 FAC								
CDBG-ENT.-FULL REHAB.	2409 FR								
CDBG-ENT.-MICRO LOAN P	2409 MLP								
CDBG-ENT.-PLANNING	2409 PL								
CDBG-ENT.-PUBLIC SERVI	2409 PS								
CDBG-ENT.-REHAB.SUBREC	2409 RSC								
CDBG-ENT.-WORLD CHANGE	2409 WC								
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CDBG-ENTITLEMENT-200									
HOME ENTITLEMENT-2004	2410								
HOME ENTIT-ADMINISTRAT	2410 ADM								
HOME ENTIT-AFFORD.HOUS	2410 AH								
HOME ENTIT-CHDO SETASI	2410 CHDOSA								
HOME ENTIT-DOWNPAYMENT	2410 DA								

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		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
HOME ENTIT-FULL REHAB.	2410 FR								
HOME ENTIT-REHAB.SUBRE	2410 RSC								
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HOME ENTITLEMENT-200									
CDBG-ENTITLEMENT-2004	2411								
CDBG-ENT.-ADMINISTRATI	2411 ADM								
CDBG-ENT.-ADMIN/FULL R	2411 ADMFR								
CDBG-ENT.-ADMIN/HSG RE	2411 ADMHR								
CDBG-ENT.-ADMIN/PUBLIC	2411 ADMPS								
CDBG-ENT.-DEMOLITION	2411 DEM								
CDBG-ENT.-EMER ALERT P	2411 EAP								
CDBG-ENT.-ENGINEERING	2411 EP								
CDBG-ENT.-FACADE PROG	2411 FAC								
CDBG-ENT.-FULL REHAB.	2411 FR								
CDBG-ENT.-HOUSING REPR	2411 HR								
CDBG-ENT.-PLANNING	2411 PL								
CDBG-ENT.-WORLD CHANGE	2411 WC								
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CDBG-ENTITLEMENT-200									
HOME ENTITLEMENT-2005	2412								
HOME ENTIT-ADMINISTRAT	2412 ADM								
HOME ENTIT-AFFORD.HOUS	2412 AH								
HOME ENTIT-CHDO OPERAT	2412 CHDO	3,512			35,126			42,151	42,151
HOME ENTIT-DOWNPAYMENT	2412 DA								
HOME ENTIT-FULL REHAB.	2412 FR								
HOME ENTIT-HOUSING REH	2412 HR								
HOME ENTIT-REHAB.SUBRE	2412 RSC								
	----------	----------	---------	----	----------	---------	----	----------	----------
HOME ENTITLEMENT-200		**3,512**			**35,126**			**42,151**	**42,151**
CDBG-ENTITLEMENT-2005	2413								
CDBG-ENT.-ADMINISTRATI	2413 ADM								
CDBG-ENT.-ADMIN/FULL R	2413 ADMFR								
CDBG-ENT.-ADMIN/HSG RE	2413 ADMHR								
CDBG-ENT.-ADMIN/PUBLIC	2413 ADMPS								
CDBG-ENT.-DEMOLITION	2413 DEM								
CDBG-ENT.-ENGINEERING	2413 EP								

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		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
CDBG-ENT.-FACADE PROG	2413 FAC								
CDBG-ENT.-FULL REHAB.	2413 FR								
CDBG-ENT.-HOUSING REPR	2413 HR								
CDBG-ENT.-PLANNING	2413 PL								
CDBG-ENT.-PUBLIC SERVI	2413 PS								
CDBG-ENT.-WORLD CHANGE	2413 WC								
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CDBG-ENTITLEMENT-200									
HOME ENTITLEMENT-2006	2414								
HOME ENTIT-ADMINISTRAT	2414 ADM								
HOME ENTIT-AFFORD.HOUS	2414 AH								
HOME ENTIT-CHDO ADMIN	2414 CHDO								
HOME ENTIT-CHDO SETASI	2414 CHDOSA	2,786			27,865	31,429	112%	33,438	2,009
HOME ENTIT-DOWNPAYMENT	2414 DA								
HOME ENTIT-HOUSING REH	2414 HR								
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HOME ENTITLEMENT-200		**2,786**			**27,865**	**31,429**	**112%**	**33,438**	**2,009**
CDBG-ENTITLEMENT-2006	2415								
CDBG-ENT.-ADMINISTRATI	2415 ADM								
CDBG-ENT.-ADMIN/FULL R	2415 ADMFR								
CDBG-ENT.-ADMIN/HSG RE	2415 ADMHR								
CDBG-ENT.-ADMIN/PUBLIC	2415 ADMPS								
CDBG-ENT.-DEMOLITION	2415 DEM								
CDBG-ENT.-DRAINAGE	2415 DRG								
CDBG-ENT.-ENGINEERING	2415 EP								
CDBG-ENT.-FACADE PROG	2415 FAC								
CDBG-ENT.-FULL REHAB.	2415 FR								
CDBG-ENT.-HOUSING REPR	2415 HR								
CDBG-ENT.-PLANNING	2415 PL								
CDBG-ENT.-PUBLIC SERVI	2415 PS								
CDBG-ENT.-WORLD CHANGE	2415 WC								
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CDBG-ENTITLEMENT-200									
HOME ENTITLEMENT-2007	2416								
HOME ENTIT-ADMINISTRAT	2416 ADM								
HOME ENTIT-AFFORD.HOUS	2416 AH								

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		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
HOME ENTIT-CHDO ADMIN	2416 CHDOAD								
HOME ENTIT-CHDO SETASI	2416 CHDOSA	3,585			35,852	45,629	127%	43,022	(2,607)
HOME ENTIT-DOWNPAYMENT	2416 DA								
HOME ENTIT-FULL REHAB.	2416 FR	152			1,522	9,468	622%	1,826	(7,642)
HOME ENTIT-HOUSING REH	2416 HR								
HOME ENTIT-PLANNING	2416 PL								
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HOME ENTITLEMENT-200		**3,737**			**37,373**	**55,097**	**147%**	**44,848**	**(10,249)**
CDBG-ENTITLEMENT-2007	2417								
CDBG-ENT.-ADMINISTRATI	2417 ADM								
CDBG-ENT.-ADMIN/FULL R	2417 ADMFR								
CDBG-ENT.-ADMIN/HSG RE	2417 ADMHR								
CDBG-ENT.-ADMIN/PUBLIC	2417 ADMPS								
CDBG-ENT.-DEMOLITION	2417 DEM								
CDBG-ENT.-ENGINEERING	2417 EP								
CDBG-ENT.-FACADE PROG	2417 FAC								
CDBG-ENT.-FULL REHAB.	2417 FR								
CDBG-ENT.-HOUSING REPR	2417 HR								
CDBG-ENT.-INFRASTRUC P	2417 IS								
CDBG-ENT.-PLANNING	2417 PL								
CDBG-ENT.-PUBLIC SERVI	2417 PS								
CDBG-ENT.-WORLD CHANGE	2417 WC								
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CDBG-ENTITLEMENT-200									
HOME ENTITLEMENT-2008	2418								
HOME ENTIT-ADMINISTRAT	2418 ADM								
HOME ENTIT-AFFORD.HOUS	2418 AH								
HOME ENTIT-CHDO ADMIN	2418 CHDOAD								
HOME ENTIT-CHDO SETASI	2418 CHDOSA	776			7,766			9,319	9,319
HOME ENTIT-DOWNPAYMENT	2418 DA								
HOME ENTIT-HOUSING REH	2418 HR								
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HOME ENTITLEMENT-200		**776**			**7,766**			**9,319**	**9,319**
CDBG-ENTITLEMENT-2008	2419								
CDBG-ENT.-ADMINISTRATI	2419 ADM								
CDBG-ENT.-ADMIN/FULL R	2419 ADMFR								
CDBG-ENT.-ADMIN/HSG RE	2419 ADMHR								

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		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
CDBG-ENT.-ADMIN/PUBLIC	2419 ADMPS								
CDBG-ENT.-BLUE ROOFS	2419 BR	7,681			76,818	13,971	18%	92,181	78,210
CDBG-ENT.-DEMOLITION	2419 DEM								
CDBG-ENT.-DOWNTOWN LIG	2419 DL								
CDBG-ENT.-DRAINAGE	2419 DRG								
CDBG-ENT.-ENGINEERING	2419 EP								
CDBG-ENT.-FACADE PROG	2419 FAC								
CDBG-ENT.-FULL REHAB.	2419 FR								
CDBG-ENT.-HOUSING REPR	2419 HR		3,410			28,962			(28,962)
CDBG-ENT.-INFRASTRUC P	2419 IS								
CDBG-ENT.-PLANNING	2419 PL								
CDBG-ENT.-PUBLIC SERVI	2419 PS								
CDBG-ENT.-WORLD CHANGE	2419 WC								
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CDBG-ENTITLEMENT-200		**7,681**	**3,410**	**44%**	**76,818**	**42,933**	**55%**	**92,181**	**49,248**
HOME ENTITLEMENT-2009	2420								
HOME ENTIT-ADMINISTRAT	2420 ADM								
HOME ENTIT-AFFORD.HOUS	2420 AH								
HOME ENTIT-CHDO ADMIN	2420 CHDO								
HOME ENTIT-CHDO SETASI	2420 CHDOSA	1,892			18,928	15,991	84%	22,713	6,722
HOME ENTIT-DOWNPAYMENT	2420 DA								
HOME ENTIT-HOUSING REH	2420 HR								
HOME ENTIT-RECONS-SA P	2420 RECSA	1,911	3,000	156%	19,118	4,600	24%	22,941	18,341
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HOME ENTITLEMENT-200		**3,804**	**3,000**	**78%**	**38,045**	**20,591**	**54%**	**45,654**	**25,063**
CDBG-ENTITLEMENT-2009	2421								
CDBG-ENT.-ADMINISTRATI	2421 ADM								
CDBG-ENT.-ADM DISABIL	2421 ADMDA								
CDBG-ENT.-ADMIN/FULL R	2421 ADMFR								
CDBG-ENT.-ADMIN/HSG RE	2421 ADMHR								
CDBG-ENT.-ADMIN/PUBLIC	2421 ADMPS								
CDBG-ENT.-DEMOLITION	2421 DEM								
CDBG-ENT.-DOWNTOWN LIG	2421 DL								
CDBG-ENT.-ENGINEERING	2421 EP								
CDBG-ENT.-FACADE PROG	2421 FAC								
CDBG-ENT.-FACILITIES	2421 FC	4,838			48,388			58,066	58,066

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		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
CDBG-ENT.-FULL REHAB.	2421 FR								
CDBG-ENT.-HOUSING REPR	2421 HR								
CDBG-ENT.-INFRASTRUC P	2421 IS								
CDBG-ENT.-PLANNING	2421 PL								
CDBG-ENT.-PUBLIC SERVI	2421 PS								
CDBG-ENT.-WORLD CHANGE	2421 WC								
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CDBG-ENTITLEMENT-200		**4,838**			**48,388**			**58,066**	**58,066**
HOME ENTITLEMENT-2010	2422								
HOME ENTIT-ADMINISTRAT	2422 ADM								
HOME ENTIT-CHDO ADMIN	2422 CHDO	112	1,346	1201%	1,122	1,346	119%	1,346	
HOME ENTIT-CHDO SETASI	2422 CHDOSA	4,699			46,998			56,398	56,398
HOME ENTIT-DWNPYMNT AS	2422 DA	5,000			50,000			60,000	60,000
HOME ENTIT-FULL REHAB	2422 FR	6,840			68,403	475		82,083	81,608
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HOME ENTITLEMENT-201		**16,652**	**1,346**	**8%**	**166,523**	**1,821**	**1%**	**199,827**	**198,006**
CDBG-ENTITLEMENT-2010	2423								
CDBG-ENT.-ADMINISTRATI	2423 ADM								
CDBG-ENT.-ADM DISABIL	2423 ADMDISAD								
CDBG-ENT.-DEMOLITION	2423 DEM								
CDBG-ENT.-FACADE PROG	2423 FAC	3,750			37,500	8,000	21%	45,000	37,000
CDBG-ENT.-HOUSING REPR	2423 HR		14,001			21,674			(21,674)
CDBG-ENT.-INFRASTRUC P	2423 IS								
CDBG-ENT.-PROJECT DELI	2423 PD								
CDBG-ENT.-PUBLIC SERVI	2423 PS								
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CDBG-ENTITLEMENT-201		**3,750**	**14,001**	**373%**	**37,500**	**29,674**	**79%**	**45,000**	**15,326**
HOME ENTITLEMENT-2011	2424								
HOME ENTIT-ADMINISTRAT	2424 ADM								
HOME ENTIT-CHDO SETASI	2424 CHDOSA	4,128			41,283			49,539	49,539
HOME ENTIT-HOUSING PRO	2424 HP	17,609			176,093	79,800	45%	211,312	131,512
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HOME ENTITLEMENT-201		**21,737**			**217,376**	**79,800**	**36%**	**260,851**	**181,051**
CDBG-ENTITLEMENT-2011	2425								
CDBG-ENT.-ADMINISTRATI	2425 ADM								
CDBG-ENT.-ADM DISABIL	2425 ADMDISAD								
CDBG-ENT.-DEMOLITION	2425 DEM	1,603			16,030			19,236	19,236

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		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
CDBG-ENT.-HOUSING REPR	2425 HR	14,462			144,620	12,847	8%	173,544	160,697
CDBG-ENT.-INFRASTRUC P	2425 IS	4,166			41,667			50,000	50,000
CDBG-ENT.-MICROENT PRO	2425 MA	1,750			17,500			21,000	21,000
CDBG-ENT.-PROJ DELIVER	2425 PD								
CDBG-ENT.-PUBLIC SERVI	2425 PS					1,374			(1,374)
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CDBG-ENTITLEMENT-201		**21,981**			**219,817**	**14,222**	**6%**	**263,780**	**249,559**
HOME ENTITLEMENT-2012	2426								
HOME ENTIT-ADMINISTRAT	2426 ADM	2,299			22,997	10,743	46%	27,596	16,853
HOME ENTIT-CHDO SETASI	2426 CHDOSA	3,449			34,495			41,394	41,394
HOME ENTIT-HOUSING PRO	2426 HP	17,247			172,473	610		206,968	206,358
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HOME ENTITLEMENT-201		**22,996**			**229,965**	**11,353**	**4%**	**275,958**	**264,605**
CDBG-ENTITLEMENT-2012	2427								
CDBG-ENT.-ADMINISTRATI	2427 ADM	9,617			96,171	45,798	47%	115,405	69,607
CDBG-ENT.-DEMOLITION	2427 DEM	4,166			41,667			50,000	50,000
CDBG-ENT.-HOUSING PROG	2427 HP	18,051	2,305	12%	180,515	111,536	61%	216,618	105,082
CDBG-ENT.-MICROENT PRO	2427 MA	2,500			25,000	12,767	51%	30,000	17,233
CDBG-ENT.-PROJECT DELI	2427 PD	8,333			83,333	23,726	28%	100,000	76,274
CDBG-ENT.-PUBLIC SERVI	2427 PS	5,416			54,167	30,318	55%	65,000	34,682
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CDBG-ENTITLEMENT-201		**48,085**	**2,305**	**4%**	**480,853**	**224,145**	**46%**	**577,023**	**352,878**
HOME ENTITLEMENT-2013	2428								
HOME ENTIT-ADMINISTRAT	2428 ADM								
HOME ENTIT-CHDO SETASI	2428 CHDOSA								
HOME ENTIT-DWNPYMNT AS	2428 DA								
HOME ENTIT-HOUSING PRO	2428 HP								
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HOME ENTITLEMENT-201									
CDBG-ENTITLEMENT-2013	2429								
CDBG-ENT.-ADMINISTRATI	2429 ADM								
CDBG-ENT.-DEMOLITION	2429 DEM								
CDBG-ENT.-HOMELESS/SP	2429 HL/SP								
CDBG-ENT.-HOUSING PROG	2429 HP								
CDBG-ENT.-MICROENT PRO	2429 MA								
CDBG-ENT.-PROJECT DELI	2429 PD								

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		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
CDBG-ENT.-PUBLIC SERVI	2429 PS								
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CDBG-ENTITLEMENT-201									
HOME REVOLVING LOANS	2495								
MDA AM DREAM D/P (ADDI)	2497								
MISCELLANEOUS GRANTS	2740								
SALVATION ARMY	2740 04								
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MISCELLANEOUS GRANTS									
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FEDERAL GRANTS		**162,341**	**24,062**	**14%**	**1,623,413**	**511,065**	**31%**	**1,948,096**	**1,437,031**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
T/F WATER & SEWER O &	3800 09								
T/F MUN.ROAD & BRIDGE	3800 72								
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TRANSFERS FROM OTHR									
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TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
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NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	1,460			14,607			17528-	(17,528)
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BEGINNING CASH BALANC		1,460			14,607			17528-	(17,528)
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REVENUES		**160,880**	**24,062**	**14%**	**1,608,807**	**511,065**	**31%**	**1,930,568**	**1,419,503**

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087087 - INDUSTRIALPK REVENUES		REVENUE REPORT							8/1/13
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		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
OTHER PERMITS & FEES	2230								
MISC. PERMITS & FEES	2299								
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OTHER PERMITS & FEES									
FEDERAL GRANTS	230B								
EDA GRANT-MASTER PLAN	2333								
EDA GRANT-OWENS/ILL PRO	2338								
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FEDERAL GRANTS									
STATE GRANTS	250B								
OWENS/ILL PROJ-RR SPUR	2541								
USA YEAST PROJ-RR SPUR	2542								
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STATE GRANTS									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		91			987			(987)
TREASURY NOTES	3409								
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INTEREST EARNINGS			**91**			**987**			**(987)**
RENTS AND ROYALTIES	3410								
LAND	3411								
LAMAR OUTDOOR ADVERTI	3411 05								
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LAND									
BUILDING	3412								
BROWN BOTTLING (PEPSI	3412 10								
L&S REALTORS	3412 11								
KOHLER	3412 17					274,211			(274,211)
JPM OF MS., INC.	3412 20								
SUNBEAM/OSTER	3412 23								
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BUILDING						**274,211**			**(274,211)**
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RENTS AND ROYALTIES						**274,211**			**(274,211)**

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		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455					97,000			(97,000)
CONTRIBUTIONS-CITY	3456					97,500			(97,500)
CONTRIBUTIONS-ADP	3457								
CONTRIBUTIONS-PRVEPA	3458								
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CONTRIBUTIONS-PUBLIC						**194,500**			**(194,500)**
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MISCELLANEOUS			**91**			**469,698**			**(469,698)**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
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TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
OTHER BOND INCOME	3919								
CAP STATE LOAN'96-CIT	3919 CSL96C								
CAP STATE LOAN'96-FOR	3919 CSL96F								
CAP STATE LOAN'97-CIT	3919 CSL97C								
CAP STATE LOAN'97-FOR	3919 CSL97F								
MBIA BONDS	3919 MBIA								
	----------	----------	---------	----	----------	---------	----	----------	----------
OTHER BOND INCOME									
	----------	----------	---------	----	----------	---------	----	----------	----------
SALE OF BONDS									
SALE OF REAL ESTATE	3920								
SALE OF TIMBER	3923					50,144			(50,144)
SALE OF EASEMENTS	3925								
SALE OF MISC. ITEMS	3945								
REFUND & RECOVERY	3965								
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NON-REVENUE RECEIPTS						**50,144**			**(50,144)**
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								

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		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
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BEGINNING CASH BALANC									
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REVENUES			**91**			**519,843**			**(519,843)**

		CITY OF HATTIESBURG							. 51
090090 - 2008 D/T LIGHTING-REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405								
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
	----------	----------	---------	----	----------	---------	----	----------	----------
INTEREST EARNINGS									
	----------	----------	---------	----	----------	---------	----	----------	----------
MISCELLANEOUS									
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27								
	----------	----------	---------	----	----------	---------	----	----------	----------
TRANSFERS FROM OTHR									
	----------	----------	---------	----	----------	---------	----	----------	----------
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
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SALE OF BONDS									
REFUND & RECOVERY	3965								
NOTE PROCEEDS	3975								
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NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
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BEGINNING CASH BALANC									
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REVENUES									

		CITY OF HATTIESBURG							. 52
091091 - TIF CONST-REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405								
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
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INTEREST EARNINGS									
	---	---	---	---	---	---	---	---	---
MISCELLANEOUS									
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
	---	---	---	---	---	---	---	---	---
SALE OF BONDS									
REFUND & RECOVERY	3965								
	---	---	---	---	---	---	---	---	---
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	4			41			49	49
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BEGINNING CASH BALANC		**4**			**41**			**49**	**49**
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REVENUES		**4**			**41**			**49**	**49**

		CITY OF HATTIESBURG							. 53
094094 - 2012 W&S REVENUE BOND CONSTR		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	83	33	39%	833	492	59%	1,000	508
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
INTEREST EARNINGS		**83**	**33**	**39%**	**833**	**492**	**59%**	**1,000**	**508**
MISCELLANEOUS		**83**	**33**	**39%**	**833**	**492**	**59%**	**1,000**	**508**
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
SALE OF BONDS									
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	666,274			6,662,740			7,995,288	7,995,288
BEGINNING CASH BALANC		**666,274**			**6,662,740**			**7,995,288**	**7,995,288**
REVENUES		**666,357**	**33**		**6,663,573**	**492**		**7,996,288**	**7,995,796**

		CITY OF HATTIESBURG							. 54
095095 - 2001 BOND CONSTR REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
STATE GRANTS	250B								
ARTS COMMISSION GRANT	2521								
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STATE GRANTS									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		11			177			(177)
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
	----------	----------	---------	----	----------	---------	----	----------	----------
INTEREST EARNINGS			**11**			**177**			**(177)**
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455								
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CONTRIBUTIONS-PUBLIC									
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-H'BURG. CONV.	3465								
CONTRIB-OTHER	3469								
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CONTRIBUTIONS-PRIVAT									
	----------	----------	---------	----	----------	---------	----	----------	----------
MISCELLANEOUS			**11**			**177**			**(177)**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
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TRANSFERS FROM OTHR									
	----------	----------	---------	----	----------	---------	----	----------	----------
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
	----------	----------	---------	----	----------	---------	----	----------	----------
SALE OF BONDS									

		CITY OF HATTIESBURG							. 54
095095 - 2001 BOND CONSTR REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REFUND & RECOVERY	3965								
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NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	15,618			156,189			187,427	187,427
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BEGINNING CASH BALANC		**15,618**			**156,189**			**187,427**	**187,427**
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REVENUES		**15,618**	**11**		**156,189**	**177**		**187,427**	**187,250**

		CITY OF HATTIESBURG							. 55
096096 - MDB CAPITALPROJ REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
FEDERAL GRANTS	230B								
HUD GRANT-CHAIN PARK PH	2353	2,048			20,483	23,587	115%	24,579	992
US CORPS OF ENGR PROJEC	2354								
FEDERAL TRANSIT ADM.	2355								
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FEDERAL GRANTS		**2,048**			**20,483**	**23,587**	**115%**	**24,579**	**992**
STATE GRANTS	250B								
ARCHIVES & HISTORY	2505								
MDOT GRANT-4TH ST WIDEN	2506								
MDOT GRANT-CHAIN PARK	2507								
MDOT ARRA-CHAIN PARK	2543					5,887			(5,887)
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STATE GRANTS						**5,887**			**(5,887)**
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
SAVINGS ACCOUNT/MMA	3405		9			82			(82)
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INTEREST EARNINGS			**9**			**82**			**(82)**
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MISCELLANEOUS			**9**			**82**			**(82)**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
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TRANSFERS FROM OTHR									
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TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NOTE PROCEEDS	3975								
DEPOT PROJECT	3975 01								
WATER & SEWER IMPR	3975 02								
FIRE/POLICE STATION	3975 03								
DRAINAGE PROJECTS	3975 04								
LEGAL COSTS	3975 05								
MDOT GRANT PROJECTS	3975 06								

		CITY OF HATTIESBURG							. 55
096096 - MDB CAPITALPROJ REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
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NOTE PROCEEDS									
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NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	7,142			71,429			85,715	85,715
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BEGINNING CASH BALANC		**7,142**			**71,429**			**85,715**	**85,715**
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REVENUES		**9,191**	**9**		**91,912**	**29,555**	**32%**	**110,294**	**80,739**

		CITY OF HATTIESBURG							. 56
098098 - K.P.ZOO CAPITAL REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
STATE GRANTS	250B								
ZOO IMPROVEMENTS	2560								
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STATE GRANTS									
CHARGES FOR SERVICES	280A								
CULTURE AND RECREATION	3100								
KPZ SPECIAL EVENTS	3127								
LION/TIGER FUND RAISE	3127 01								
TODDLER CLASS	3127 02								
ZOO CAMP	3127 03								
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KPZ SPECIAL EVENTS									
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CULTURE AND RECREATI									
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CHARGES FOR SERVICES									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
DIVIDENDS	3404								
SAVINGS ACCOUNT/MMA	3405					40			(40)
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INTEREST EARNINGS						**40**			**(40)**
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455								
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CONTRIBUTIONS-PUBLIC									
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-H'BURG. CONV.	3465								
CONTRIB-CEMETERY PROJ	3467								
CONTRIB-PKS/REC. PROJ	3468								
CONTRIB-OTHER	3469								
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CONTRIBUTIONS-PRIVAT									
GAIN ON SALE OF INVESTM	3550								

		CITY OF HATTIESBURG							. 56
098098 - K.P.ZOO CAPITAL REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
MISCELLANEOUS						**40**			**(40)**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
TRANSFERS FROM OTHR									
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF TIMBER	3923								
SALE OF SCRAP MATERIAL	3943								
SALE OF ZOOLOGICAL ANIM	3949								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	7,174			71,748			86,097	86,097
BEGINNING CASH BALANC		**7,174**			**71,748**			**86,097**	**86,097**
REVENUES		**7,174**			**71,748**	**40**		**86,097**	**86,057**

		CITY OF HATTIESBURG							. 58
099099 - 2010 W & SGO BOND REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
US CORPS OF ENGR PROJEC	2354	87,470			874,709	781,453	89%	1,049,651	268,198
EPA-VETERANS DRIVE PROJ	2356								
FEDERAL GRANTS		**87,470**			**874,709**	**781,453**	**89%**	**1,049,651**	**268,198**
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		33			361			(361)
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
INTEREST EARNINGS			**33**			**361**			**(361)**
MISCELLANEOUS			**33**			**361**			**(361)**
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
SALE OF BONDS									
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	15,107			151,077			181292-	(181,292)
BEGINNING CASH BALANC		**15,107**			**151,077**			**181292-**	**(181,292)**
REVENUES		**72,363**	**33**		**723,633**	**781,814**	**108%**	**868,359**	**86,545**

		CITY OF HATTIESBURG							. 59
105105 - 2006 W&S BOND CONSTR REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405								
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
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INTEREST EARNINGS									
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MISCELLANEOUS									
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
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SALE OF BONDS									
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NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
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BEGINNING CASH BALANC									
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REVENUES									

		CITY OF HATTIESBURG							. 60
107107 - SPEC.SALESTAX REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
STATE-SHARED REVENUE	260B								
SALES TAX-MOTEL	2605		36,204			381,218			(381,218)
SALES TAX-FOOD & BEVERA	2607		399,623			3,789,474			(3,789,474)
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STATE-SHARED REVENUE			**435,828**			**4,170,692**			**(4,170,692)**
NON-REVENUE RECEIPTS	390A								
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REVENUES			**435,828**			**4,170,692**			**(4,170,692)**

		CITY OF HATTIESBURG							. 61
109109 - GROUP INS.TRUST REVENUES		REVENUE REPORT							8/1/13
		10 MONTHS ENDING 07/31/13							
		.....CURRENT.....			.....YEAR-TO-DATE.....			ANNUAL	UNREALIZED
	OBJ/SUB	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNING	3400								
SAVINGS ACCOUNT/MMA	3405		15			203			(203)
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INTEREST EARNING			**15**			**203**			**(203)**
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MISCELLANEOUS			**15**			**203**			**(203)**
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
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TRANSFERS FROM OTHR									
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TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965					262			(262)
HOSP.INS.-P/R DISTRIB	3966		299,397			3,232,907			(3,232,907)
HOSP.INS.-COBRA	3966 01		1,129			14,016			(14,016)
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NON-REVENUE RECEIPTS			**300,526**			**3,247,185**			**(3,247,185)**
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REVENUES			**300,541**			**3,247,389**			**(3,247,389)**

City of Hattiesburg, MS

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

Master

File Number: 2013-0491

File ID:	2013-0491	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	08/09/2013
Brief Title:	Drainage Release - First South Farm Credit			**Final Action:**	
				Minute Book Number:	MB2013-240

Title:

Acknowledege receipt of a Drainage Release, executed by First South Farm Credit, releasing the City from any damages which may occur due to the construction located at 4 Thompson Park.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Drainage Release. First South Farm Credit	**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	08/20/2013					

Text of Legislative File 2013-0491

Title

Acknowledege receipt of a Drainage Release, executed by First South Farm Credit, releasing the City from any damages which may occur due to the construction located at 4 Thompson Park.

Summary

Drainage Release - First South Farm Credit

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Prepared by:
City of Hattiesburg
Land Code Division
PO Box 1898
Hattiesburg, MS 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403-1896

STATE OF MISSISSIPPI

COUNTY OF FORREST

DRAINAGE RELEASE

WHEREAS, the undersigned First South Farm Credit are the owners of that certain property located in the City of Hattiesburg, Forrest County, Mississippi known as ~~First South Farm Credit~~ 4 Thompson Park KB and more particularly described as:

SEE ATTACHED LEGAL DESCRIPTION

WHEREAS, a structure will be constructed contrary to Section 1 of Ordinance Number 1858 (see Section 22.6 of the City of Hattiesburg Code of Ordinances) and there is a likelihood of surface water flowing across said lot; and

WHEREAS, said First South Farm Credit is now applying to the City of Hattiesburg for a building permit to construct said structure; and

WHEREAS, the City of Hattiesburg is willing to issue such building permit only upon the condition that the said First South Farm Credit assumes the risk of damage to said house and lot from the surface waters passing down said City streets and avenues.

NOW, THEREFORE, for and in consideration of the issuance of a building permit to me by the City of Hattiesburg, I, the undersigned do hereby release and fully acquit the City of Hattiesburg for and from all damages which have accrued or may in the future accrue to me, my successors, or assignees in title to said lot by reason of surface waters which may flow from any City streets or avenues onto, near or across said lot as described above, or which may have heretofore flowed across said lot.

WITNESS MY SIGNATURE this the 14th day of December, A.D. 2012.

Signature: Allen Sparks

PRINTED/TYPED NAME: Allen Sparks

STATE OF MISSISSIPPI

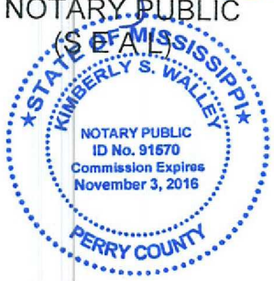
COUNTY OF FORREST

PERSONALLY came and appeared before me, the undersigned authority in and for

said state and county, the within named Allen Sparks who acknowledged to me that he signed and delivered the above and foregoing drainage release as and for his free act and deed, on the day and year therein mentioned, and who acknowledged to me that he is the owner of the property described herein.

GIVEN under my hand and official seal on this the 14th day of December, A.D. 2012

Kimberly S. Walley
NOTARY PUBLIC
(S E A L)

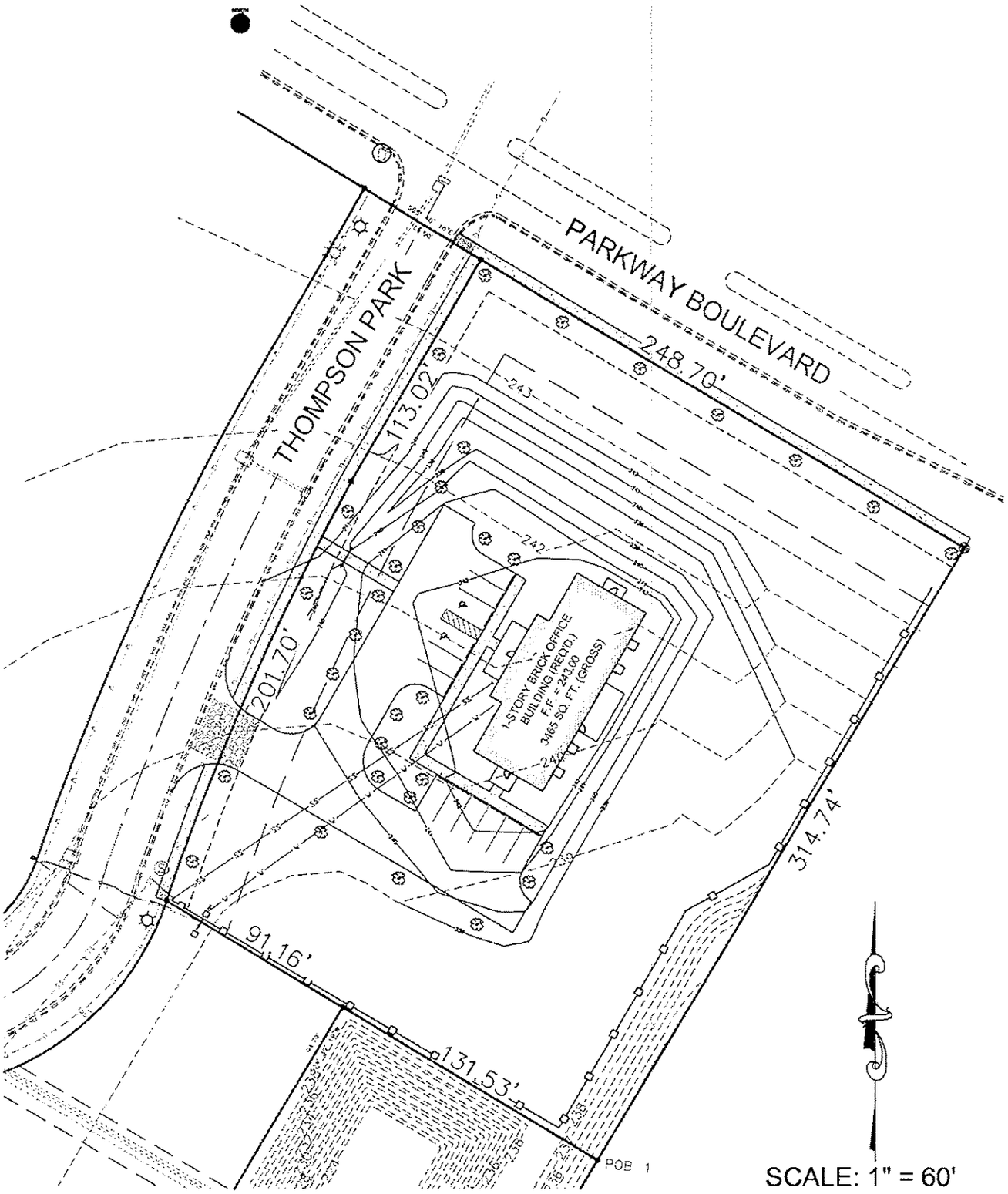


My Commission expires:

November 3, 2016

Legal Description

Commencing at the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 29, Township 4 North, Range 13 West, in the City of Hattiesburg, Forrest County, Mississippi; thence run South for a distance of 1,956.07 feet; thence run East for a distance of 1,658.32 feet to an iron pin on the Eastern right-of-way line of U. S. Highway No. 11; thence run South 65 degrees 41 minutes 30 seconds East for a distance of 729.18 feet; thence run North 24 degrees 45 minutes 53 seconds East a distance of 464.28 feet to the Point of Beginning; thence run North 65 degrees 16 minutes 15 seconds West for a distance of 222.69 feet to the Eastern right-of-way of Thompson Park; thence run along said right-of-way being a curve to the right for 5.20 feet, having a radius of 49.55 feet, and a chord bearing of North 10 degrees 59 minutes 03 seconds East for a chord length of 5.20 feet; thence continue along said right-of-way being a curve to the right for 196.55 feet, having a radius of 1,204.38 feet, and a chord bearing of North 17 degrees 55 minutes 31 seconds East for a chord length of 196.33 feet; thence continue along said right-of-way North 24 degrees 03 minutes 46 seconds East for a distance of 113.02 fee to the Southern right-of-way of Parkway Boulevard; thence run along said right-of-way South 65 degrees 40 minutes 18 seconds East for a distance of 248.70 feet; thence leaving said right-of-way run South 24 degrees 45 minutes 53 seconds West for a distance of 314.74 feet back to the Point of Beginning. Said parcel containing 75,828 square feet (1.74 acres) more or less, and being a part of the Northeast Quarter of the Southwest Quarter of said Section 29, and being the same property as that sometimes referred to as Lot 1 of Thompson Office Park, an unplatted subdivision.



SITE PLAN

FIRST SOUTH FARM CREDIT
4 THOMPSON PARK
HATTIESBURG, MS 39402

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711, 301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39403-1711
P: (601) 544-1821 F: (601) 544-0501
HTTP://WWW.SD-W.COM

RAYMOND M. DEARMAN, P.E., R.L.S
MICHAEL T. WAITS, P.E., R.L.S.
NICHOLAS M. CONNOLLY, P.E., R.L.S.
KYLE D. WALLACE, P.E.
SHEA E. McNEASE, P.E.
JOHN T. WEEKS, P.E.
BENNIE J. SELLERS, P.E., R.L.S.
MARCELIN JOSEPH, E.I.

PAUL J. SHOWS (1996)

December 13, 2012

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

Attn: Land Development Code Department

Re: First South Farm Credit

Dear Sir,

We have reviewed the above captioned project located at 4 Thompson Park, Hattiesburg, MS in regards to the requirements of the City of Hattiesburg.

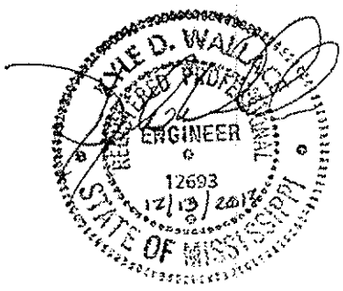
At this time, we certify the project as designed will be high enough in elevation to make the building safe from flooding by surface water and/or sewer backup.

Should you have any questions, please do not hesitate to contact us at your convenience.

Sincerely

Kyle D. Wallace, P.E.
Project Engineer

/kw



g:\projects\griffin_lewis\14900 - farm credit bldg\corres\14900_hattiesburg_drainage_release.docx

City of Hattiesburg, MS

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

Master

File Number: 2013-0512

File ID: 2013-0512 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 08/13/2013

Brief Title: Acknowledge receipt of a Temporary Construction Easement and a Permanent Utility Easement from Dennis L. Pierce for construction and maintenance of utility projects.

Final Action:

Minute Book Number: MB2013-240

Title:

Acknowledge receipt of a Temporary Construction Easement and a Permanent Utility Easement from Dennis L. Pierce crossing a portion of Tax Parcels No. 051L-11-039.000 & 051L-22-040.000 in Lamar County for construction and maintenance of utility projects, and specifically for the COMSWIP Sewer Phase II Project.

Notes:

Sponsors: **Enactment Date:**

Attachments: Dennis Pierce Permanent Easement, Dennis Pierce Temporary Easement

Enactment Number:

Contact:

Meeting Date: 08/20/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013					

Text of Legislative File 2013-0512

Title

Acknowledge receipt of a Temporary Construction Easement and a Permanent Utility Easement from Dennis L. Pierce crossing a portion of Tax Parcels No. 051L-11-039.000 & 051L-22-040.000 in Lamar County for construction and maintenance of utility projects, and specifically for the COMSWIP Sewer Phase II Project.

Summary

Acknowledge receipt of a Temporary Construction Easement and a Permanent Utility Easement from Dennis L. Pierce crossing a portion of Tax Parcels No. 051L-11-039.000 & 051L-22-040.000 in Lamar County for construction and maintenance of utility projects.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Grantee, prepared by and return to:	**Grantor Address:**
City of Hattiesburg	Dennis L. Pierce
Department of Engineering	23 Liberty Place
P O Box 1898	Hattiesburg, MS 39402
Hattiesburg, MS 39403-1898	
Phone: (601) 544-4540	**Phone:** (601) 264-7437
Account No.	**Business No.**

PERMANENT UTILITY EASEMENT

INDEXING INSTRUCTIONS: North ½ of the Northeast ¼
Section 11,
Township 4 North, Range 14 West
Lamar County, Mississippi

Shows, Dearman and Waits, Inc.
Consulting Engineers
Project No.: 1273-S002
County Tax Parcel No.: 051L-11-039.000 & 051L-11-040.000

THE STATE OF MISSISSIPPI

County of Lamar

City of Hattiesburg

For and in consideration of _____

_____ /100 Dollars ($_____),

and other good and valuable considerations, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned, hereby grant, bargain, sell, and convey unto the City of Hattiesburg, Mississippi, a municipal corporation, a Permanent Utility Easement over, across and upon a parcel of real property, for the construction and maintenance of a proposed sewer line on the following described property located in the City of Hattiesburg, County of Lamar, State of Mississippi:

A part of the North ½ of the Northeast ¼ of Section 11, Township 4 North, Range 14 West, in the County of Lamar, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a ¾ Inch Round Iron Pin representing the Northeast Corner of said Section 11;
- thence run S89°41'55"W along the North Line of said North ½ of the Northeast ¼ for 1,170.51 feet to the **Point of Beginning**;
- thence run S48°41'18"W and parallel to the Eastern Right of Way Line of Weathersby Road, a public roadway, for 584.36 feet,
- thence run S53°01'31"W and parallel to said Eastern Right of Way Line for 691.05 feet,
- thence run S42°55'50"W and parallel to said Eastern Right of Way Line for 329.68 feet,
- thence run S37°18'55"W and parallel to said Eastern Right of Way Line for 97.95 feet,
- thence run S27°06'33"W and parallel to said Eastern Right of

Way Line for 18.65 feet,

- thence run S27°07'37"W and parallel to said Eastern Right of Way Line for 27.02 feet,
- thence run S28°57'35"W and parallel to said Eastern Right of Way Line for 97.03 feet to a Point on the South Line of the Grantor's Property,
- thence run N89°13'51"W along said South Line for 11.35 feet to a Point on the Eastern Line of an Existing Telephone Easement as described in Deed Book 11G, Page 394 thereof on file in the Office of the Chancery Clerk of Lamar County,
- thence run N28°57'35"E along said Eastern Line and parallel to said Eastern Right of Way Line for 102.23 feet,
- thence run N27°07'37"E along said Eastern Line and parallel to said Eastern Right of Way Line for 26.86 feet,
- thence run N27°06'33"E along said Eastern Line and parallel to said Eastern Right of Way Line for 19.54 feet,
- thence run N37°18'55"E along said Eastern Line and parallel to said Eastern Right of Way Line for 99.33 feet,
- thence run N42°55'50"E along said Eastern Line and parallel to said Eastern Right of Way Line for 331.06 feet,
- thence run N53°01'31"E along said Eastern Line and parallel to said Eastern Right of Way Line for 691.55 feet,
- thence run N48°41'18"E along said Eastern Line and parallel to said Eastern Right of Way Line for 572.48 feet to a Point on said North Line,
- thence run N89°41'55"E along said North Line for 15.23 feet to the **Point of Beginning**,
- comprising **0.42 Acres**, more or less.

The above described parcel being a 10.00 foot wide Permanent Utility Easement crossing the Grantor's Property as described in Deed Book 17F, Page 301 (County Tax Parcel No. 051L-11-039.000 & 051L-11-040.000) thereof on file in the Office of the Chancery Clerk of Lamar County.

The grantor herein further warrants that the above described property is not a part of his or her homestead.

The Grantee herein is given full rights to do whatever may be necessary and

proper for the enjoyment of the rights granted herein, including the right of ingress and egress and the right to clear said easement of selected vegetation such as shrubs, trees, and other vegetation, change of grade, installation and/or removal of pavements and any other structure named herein or otherwise as may be necessary to install and maintain a sewer line. Grantee will restore any damage caused by this action.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness our signatures, this the 9th day of August, 2013.

Signature/Date: Dennis L. Pierce

Print Name: Dennis L. Pierce

Signature/Date:

Print Name:

STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said County and State, on this 9th day of August, 2013, within my jurisdiction, the within named _____ (Instrument Signer Name) and _____ (Instrument Signer Name) who acknowledged before me that(he)(she)(they) signed, executed and delivered the above and foregoing instrument on the day and year therein as their own free and voluntary act and deed.

STATE OF MISSISSIPPI
JONNA VAN THIEL
ID No
104575
NOTARY PUBLIC
Comm Expires
February 4, 2017
(SEAL)
FORREST COUNTY

_____ (NOTARY PUBLIC)

My commission expires: February 4, 2017

Grantee, prepared by and return to:	**Grantor Address:**
City of Hattiesburg	Dennis L. Pierce
Department of Engineering	23 Liberty Place
P O Box 1898	Hattiesburg, MS 39402
Hattiesburg, MS 39403-1898	
Phone: (601) 544-4540	**Phone:** (601) 264-7437
Account No.	**Business No.**

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS: North ½ of the Northeast ¼
Section 11,
Township 4 North, Range 14 West
Lamar County, Mississippi

Shows, Dearman and Waits, Inc.
Consulting Engineers
Project No.: 1273-S002
County Tax Parcel No.: 051L-11-039.000 & 051L-11-040.000

THE STATE OF MISSISSIPPI

County of Lamar

City of Hattiesburg

For and in consideration of _____

_____ /100 Dollars ($_____),

and other good and valuable considerations, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned, hereby grant, bargain, sell, and convey a Temporary Construction Easement unto the City of Hattiesburg, Mississippi, a municipal corporation, the following described property located in the City of Hattiesburg, County of Lamar, State of Mississippi:

A part of the North ½ of the Northeast ¼ of Section 11, Township 4 North, Range 14 West, in the County of Lamar, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a ¾ Inch Round Iron Pin representing the Northeast Corner of said Section 11;
- thence run S89°41'55"W along the North Line of said North ½ of the Northeast ¼ for 1,140.03 feet to the **Point of Beginning**;
- thence run S48°41'18"W and parallel to the Eastern Right of Way Line of Weathersby Road, a public roadway, for 608.11 feet,
- thence run S53°01'31"W and parallel to said Eastern Right of Way Line for 690.04 feet,
- thence run S42°55'50"W and parallel to said Eastern Right of Way Line for 326.94 feet,
- thence run S37°18'55"W and parallel to said Eastern Right of Way Line for 95.18 feet,
- thence run S27°06'33"W and parallel to said Eastern Right of Way Line for 16.87 feet,
- thence run S27°07'37"W and parallel to said Eastern Right of

Way Line for 27.34 feet,

- thence run S28°57'35"W and parallel to said Eastern Right of Way Line for 86.63 feet to a Point on the South Line of the Grantor's Property,
- thence run N89°13'51"W along said South Line for 22.69 feet,
- thence run N28°57'35"E and parallel to said Eastern Right of Way Line for 97.03 feet,
- thence run N27°07'37"E and parallel to said Eastern Right of Way Line for 27.02 feet,
- thence run N27°06'33"E and parallel to said Eastern Right of Way Line for 18.65 feet,
- thence run N37°18'55"E and parallel to said Eastern Right of Way Line for 97.95 feet,
- thence run N42°55'50"E and parallel to said Eastern Right of Way Line for 329.68 feet,
- thence run N53°01'31"E and parallel to said Eastern Right of Way Line for 691.05 feet,
- thence run N48°41'18"E and parallel to said Eastern Right of Way Line for 584.36 feet to a Point on said North Line,
- thence run N89°41'55"E along said North Line for 30.48 feet to the **Point of Beginning**,
- comprising **0.85 Acres**, more or less.

The above described parcel being a 20.00 foot wide Temporary Construction Easement crossing the Grantor's Property as described in Deed Book 17F, Page 301 (County Tax Parcel No. 051L-11-039.00 & 051L-11-040.000) thereof on file in the Office of the Chancery Clerk of Lamar County.

The grantor herein further warrants that the above described property is not a part of his or her homestead.

The Grantee herein is given full rights to do whatever may be necessary and proper for the enjoyment of the rights granted herein, including the right of ingress and egress and the right to clear said easement of selected vegetation such as shrubs, trees, and other vegetation, change of grade, installation and/or removal of pavements and any other structure named herein or otherwise as may be necessary. Grantee will restore any damage caused by this action.

The Grantee further agrees to relinquish all rights granted herein at the conclusion and final acceptance of the said sewer line construction.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed sewer line, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness our signatures, this the 9th day of August, 2013.

Signature/Date: Dennis L. Pierce

Print Name: Dennis L. Pierce

Signature/Date:

Print Name:

STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said County and State, on this 9th day of August, 2013, within my jurisdiction, the within named _____ (Instrument Signer Name) and _____ (Instrument Signer Name) who acknowledged before me that(he)(she)(they) signed, executed and delivered the above and foregoing instrument on the day and year therein as their own free and voluntary act and deed.

STATE OF MISSISSIPPI
JONNA VAN THIEL
ID No
104575
NOTARY PUBLIC
Comm Expires
February 4, 2017
(SEAL)
FORREST COUNTY

Jonna Van Thiel (NOTARY PUBLIC)

My commission expires: February 4, 2017

City of Hattiesburg, MS

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

Master

File Number: 2013-0515

File ID:	2013-0515	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	08/13/2013
Brief Title:	Approve Plans and Specs for Woodley Elementary Sidewalk Project and authorize advertisement for bids.			**Final Action:**	
				Minute Book Number:	MB2013-241

Title:

Approve plans and specifications for the Safe Routes to School Woodley Elementary School Sidewalk Project (SRSP 0210-00(024) LPA 106139-401000) and authorize advertisement for bids for same.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	AdvBid, Woodley SRTS Final Plans[1], Woodley SRTS Final Contract Documents, Authority to Advertise Letter, executed AdvBid	**Enactment Number:**	
Contact:		**Meeting Date:**	08/20/2013
Drafter:	Sharon Waits	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013					

Text of Legislative File 2013-0515

Title

Approve plans and specifications for the Safe Routes to School Woodley Elementary School Sidewalk Project (SRSP 0210-00(024) LPA 106139-401000) and authorize advertisement for bids for same.

Summary

Approve plans and specifications for the Safe Routes to School Woodley Elementary School Sidewalk Project (SRSP 0210-00(024) LPA 106139-401000) and authorize advertisement for bids for same.

Budget Information
072201.7225.02
100% MDOT Funded

Expenditure Type
MDOT Grant

Purchasing Item

Publication Information
Hattiesburg American and Clarion Ledger
8/23/13 & 8/30/13

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, September 26, 2013** for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. All bids so received will be 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 and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

The *2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction,* adopted by the Mississippi Department of Transportation, as referred to herein, may be purchased from the Mississippi Department of Transportation.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Hattiesburg as bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a performance and payment bond in the amount of 100 percent of the contract amount. Both bonds shall be signed or counter-signed by a Mississippi Resident Agent.

The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi prior to the hour and date above designated.

The City of Hattiesburg reserves the right to reject any or all proposals, to waive technicalities or irregularities, or to advertise for new proposals, and the decision of the City of Hattiesburg to reject any bid or proposal shall not be cause for any liability or damages against the City of Hattiesburg, any officers or employees.

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 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.

Eddie Myers, City Clerk
City of Hattiesburg, Mississippi

Dates of Publication:

August 23, 2013

August 30, 2013

SAFE ROUTES TO SCHOOL - WOODLEY SIDEWALK PROJECT

Federal Aid Project Number SRSP-0210-00(024) LPA/106139-401000

CITY OF HATTIESBURG

HATTIESBURG, MISSISSIPPI

FORREST COUNTY

SCALES

PLAN		1 IN.= 20 FT.
PROFILE	HOR.	1 IN.= 20 FT.
	VERT.	1 IN.= 5 FT.
LAYOUT		1 IN.= 300 FT.

MAYOR

JOHNNY L. DUPREE, PH.D

ENGINEERING DIRECTOR

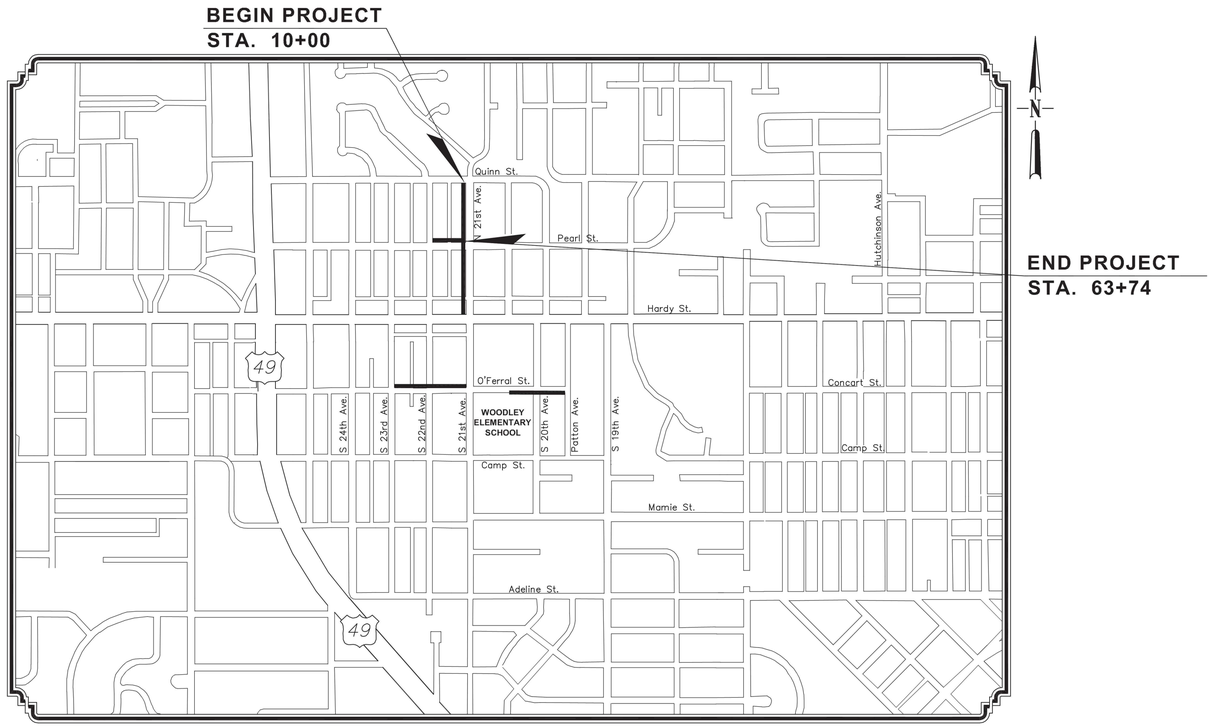
BERTRAN R. KUYRKENDALL, P.E.

COUNCIL MEMBERS

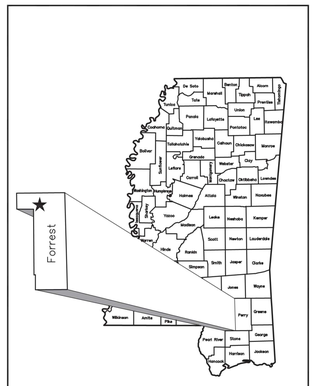
KIM BRADLEY	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
DAVE WARE	WARD 4
HENRY E. NAYLOR	WARD 5

UTILITIES

CITY OF HATTIESBURG
MISSISSIPPI POWER
AT&T
WILLMUT GAS
COMCAST CABLE



VICINITY MAP
PROJECT LOCATION



NOTE
★ INDICATES APPROXIMATE LOCATION OF PROJECT.

LAT. N 31°18'36" LONG. W 89°17'59"
(APPROX. MIDDLE OF PROJECT)

DESIGN CONTROL
_____ MPH = V (SPEED DESIGN)
ADT (2013) = _____ : ADT (2023) = _____
DHV = _____ : D = _____% T = _____%

PERMITS ACQUIRED BY MDOT		
WETLANDS AND WATERS PERMITS (NECESSARY FOR ULTIMATE IMPROVEMENTS ONLY):	WATERS	WETLANDS
NATIONWIDE #14	N	N
NATIONWIDE (OTHER)*	N	N
GENERAL*	N	N
INDIVIDUAL (404)*	N	N

* ACQUISITION OF PERMITS FOR TEMPORARY IMPACTS DURING CONSTRUCTION ARE THE RESPONSIBLITY OF THE CONTRACTOR

STORMWATER PERMIT N	
Y	REQUIRED, CNOI SUBMITTED BY MDOT (DISTURBED AREA = 5 ACRES +)(NTB 2348)
S	REQUIRED, SCNOI TO BE SUBMITTED BY CONTRACTOR (1 TO 4.99 ACRES +)(NTB 14)
N	NO STORMWATER PERMIT REQUIRED (<1 ACRE)

APPROVED BY:_____ DATE:_____

LENGTH DATA

LENGTH OF ROADWAY	0.00 FT.	0.00 MI.
LENGTH OF BRIDGES	0.00 FT.	0.00 MI.
LENGTH OF PROJECT (NET)	0.00 FT.	0.00 MI.
LENGTH OF EXCEPTIONS	0.00 FT.	0.00 MI.
LENGTH OF PROJECT (GROSS)	0.00 FT.	0.00 MI.

PREPARED BY :

NEEL-SCHAFFER
Solutions you can build upon

GEOFFREY PAUL CROSBY
LICENSED PROFESSIONAL ENGINEER
19984
STATE OF MISSISSIPPI

_____ DATE : 6/10/2013

GEOFFREY P. CROSBY, P.E.
MISSISSIPPI LICENSE NO. 19984

GENERAL NOTES

1. THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2004 EDITION, AS AMENDED, SHALL BE THE STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF THIS PROJECT UNLESS OTHERWISE INDICATED OR AMENDED IN THE SPECIAL PROVISIONS, PROPOSAL AND CONTRACT DOCUMENTS.

2. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.

3. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.

4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, BRIDGES, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. EXTREME CARE SHOULD BE EXERCISED IN UNDERCUT AREAS AND THE UNDERCUT DEPTH MAY BE ADJUSTED AT CROSS DRAINS, AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.

5. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE PRICE BID FOR CONTRACT ITEMS.

6. VOIDS CREATED BY THE REMOVAL OF POSTS, CONCRETE ANCHORS, FOOTINGS, ETC., SHALL BE BACKFILLED AND TAMPED IN ACCORDANCE WITH SECTION 203 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (COST ABSORBED).

7. PRIOR TO EXCAVATION AND EMBANKMENT CONSTRUCTION, ALL TOPSOIL SHALL BE STRIPPED AND STOCKPILED. AFTER COMPLETION OF EXCAVATION AND EMBANKMENT CONSTRUCTION, ALL SLOPES SHALL BE UNIFORMLY PLATED WITH THE STOCKPILED TOPSOIL. THE COST OF STRIPPING, STOCKPILING, PLACING AND SPREADING OF TOPSOIL IS TO BE INCLUDED IN OTHER ITEMS OF WORK.

8. ALL STORM DRAINAGE STRUCTURES SHALL BE CAST-IN-PLACE.

9. FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.

10. THE CONTRACTOR IS TO REMOVE AND RESET ANY SIGNS AND MAILBOXES WHICH CONFLICT WITH CONSTRUCTION (NOT A SEPARATE PAY ITEM).

11. THE LOCATION AND SPACING OF SIGNS SHOWN ON THE TRAFFIC CONTROL PLAN ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.

12. ALL POST LENGTHS FOR SIGNS SHALL BE VERIFIED IN THE FIELD PRIOR TO FABRICATION.

13. SOME WORK MAY BE REQUIRED OUTSIDE THE PROJECT LIMITS BEYOND THE B.O.P. AND E.O.P. NO ADDITIONAL COMPENSATION WILL BE MADE FOR SUCH WORK EXCEPT AS PROVIDED BY SPECIFIC PAY ITEMS SHOWN ON THE PLANS.

14. ALL SIGNS, SIGNALS, PAVEMENT MARKINGS AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

15. ALL RAISED OBJECTS SHALL BE PLACED A MINIMUM OF 2 FEET BEHIND THE FACE OF CURB.

16. CONTRACTOR SHALL MAKE THE APPLICATION FOR POWER SERVICE, COORDINATING WITH UTILITY COMPANY, IN ADVANCE OF REQUIRING THE ELECTRICAL SERVICE.

17. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.

18. THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.

19. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER CONTRACTOR'S TO FACILITATE TIE-INS TO OTHER CONTRACTOR'S WORK, WHERE FEASIBLE AND PRACTICABLE.

20. CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY COMPANIES FOR RELOCATION OF EXISTING POWER, GAS, TELEPHONE, AND CABLE TV UTILITIES. CONTRACTOR SHALL PROVIDE ACCESS TO THE UTILITY COMPANIES FOR RELOCATION ACTIVITIES AS REQUIRED.

21. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE VERIFICATION, PROTECTION, AND RELOCATION OF BENCHMARKS DURING CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE FOR RELOCATION OF BENCHMARKS.

22. CONTRACTOR SHALL BE RESPONSIBLE FOR RESETTING ANY SIGNS THAT ARE IN DIRECT CONFLICT WITH CONSTRUCTION IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION (COST ABSORBED).

23. REMOVAL OF EXISTING AND TEMPORARY TRAFFIC STRIPING, TRAFFIC CONTROL SIGNS AND BARRICADES SHALL BE ABSORBED UNDER PAY ITEM 618-A, MAINTENANCE OF TRAFFIC.

24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES IF ANY UTILITY POLES NEED TO BE SUPPORTED DURING CONSTRUCTION (COST ABSORBED).

25. THE CONTRACTOR SHALL REPAIR FENCES, RETAINING WALLS, GATES, SODDING, LANDSCAPING, ETC. DAMAGED DURING OVERALL CONSTRUCTION (COST ABSORBED).

26. THE EROSION CONTROL DEVICES REFERENCED IN THESE PLANS ARE A MINIMUM RESPONSIBILITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE RIGHT OF WAY OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN PRIOR TO COMMENCEMENT OF WORK AND MAINTAIN THE PLAN DURING CONSTRUCTION.

27. ALL SCHOOL WARNING SIGNS INCLUDING SUPPLEMENTAL PLAQUES AND "SCHOOL" PORTION OF SCHOOL SPEED LIMIT SIGN SHALL HAVE FLOURESCENT YELLOW-GREEN BACKGROUND WITH BLACK LEGEND AND BORDER.

28. CONTRACTOR SHALL PROVIDE ADA ACCESS DURING CONSTRUCTION IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.

DESCRIPTION OF SHEET	WKG. NO.	SHT. NO.
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TYPICAL SECTION SHEETS (1)		
TYPICAL SECTIONS	TS-1	3
QUANTITY SHEETS (3)		
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ESTIMATED QUANTITIES - ROADWAY	EQ-2	6
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EXISTING CONDITIONS AND DEMOLITION PLAN - NORTH 21ST AVENUE STA. 19+50 TO STA. 23+10	DEMO-2	8
EXISTING CONDITIONS AND DEMOLITION PLAN - OFERRAL STREET STA. 33+50 TO STA. 41+55	DEMO-3	9
EXISTING CONDITIONS AND DEMOLITION PLAN - OFERRAL STREET STA. 50+00 TO STA. 55+40 PEARL STREET STA. 60+00 TO STA. 63+74	DEMO-4	10
PLAN SHEETS (4)		
NORTH 21ST AVENUE - STA. 10+00 TO STA. 19+50	PLN-1	11
NORTH 21ST AVENUE - STA. 19+50 TO STA. 23+10	PLN-2	12
OFERRAL STREET - STA. 33+50 TO STA. 41+55	PLN-3	13
OFERRAL STREET - STA. 50+00 TO STA. 55+40 / PEARL STREET STA. 60+00 TO STA. 63+74	PLN-4	14
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INLET PROTECTION DETAILS OF SANDBAG	ECD-14	
TOTAL NUMBER OF SHEETS (32)		

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8695.001	
				FILENAME: GENERAL NOTES.DWG	
				SCALE: N.T.S.	
				SURVEYED BY: ANDREWS ENGINEERING	
				DSGN: GPC	DATE: 06/2011
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				CHKD:	DATE:
				QA/QC:	DATE:

SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP-0210-00(024) LPA/106139-401000

CITY OF HATTIESBURG
FORREST COUNTY, MS

JEFFREY PAUL CROW
REGISTERED PROFESSIONAL ENGINEER
19984
STATE OF MISSISSIPPI
6/10/2013

NEEL-SCHAFFER
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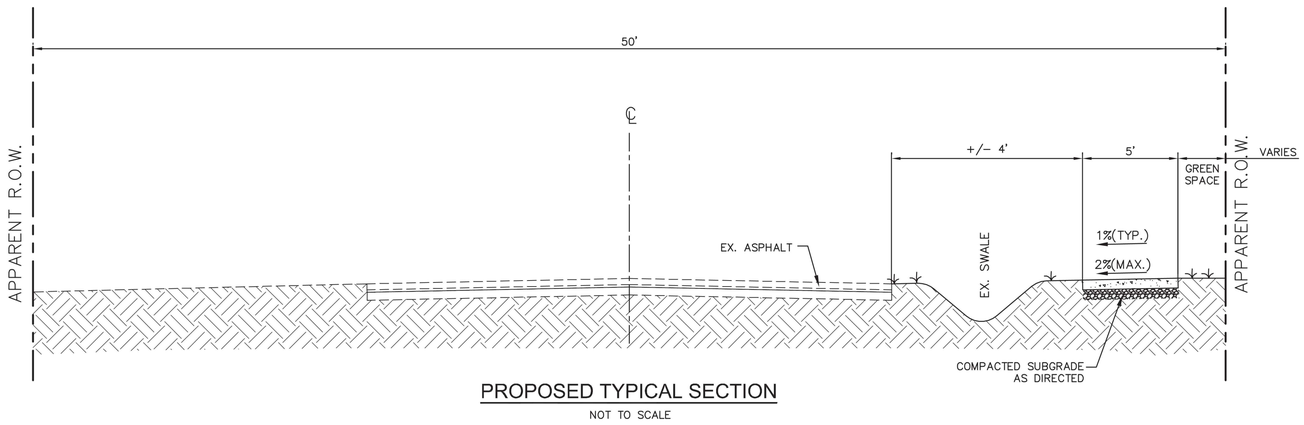
INDEX & GENERAL NOTES

WORKING NUMBER: GN-1

DRAWING NUMBER: 2



PROPOSED TYPICAL SECTION

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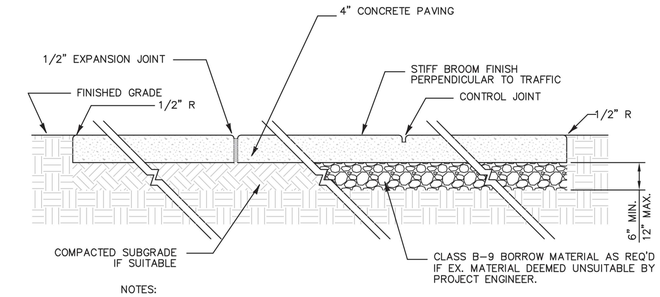
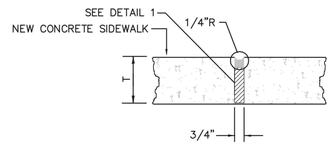


NOTES:

1. 1/2" EXPANSION JOINT CONFORMING TO ASTM D1751. TOP OF JOINT SHALL BE SEALED w/ 1/2 " TAR MODIFIED URETHANE SEALANT. PLACE EXPANSION JOINT AS SHOWN IN TABLE BELOW.
2. HAND TOOLED CONTROL JOINTS W/ 1/2" RADIUS EVERY 5' (4' ON 4' WIDE SIDEWALKS).
3. ALL SUBGRADE SOILS FOR SIDEWALK SHALL BE COMPACTED TO 95% STANDARD PROCTOR MAXIMUM DRY DENSITY.
4. CLASS B-9 BORROW MATERIAL SHALL BE INCLUDED IN THE COST OF THE SIDEWALK.

TYPICAL SIDEWALK DETAIL

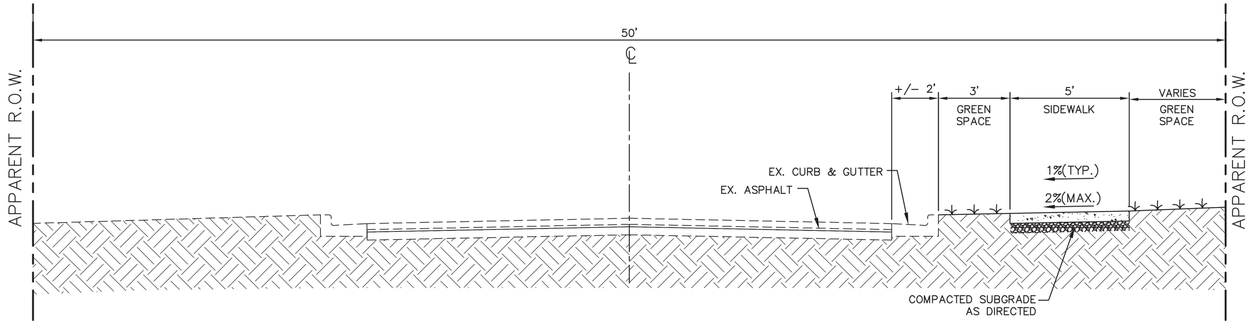
NOT TO SCALE



TYPE ``B" - EXPANSION JOINT

NOT TO SCALE

	JOINT SPACING	
SIDEWALK WIDTH	CONTROL JOINT	EXPANSION JOINT
4	4	16
5	5	20



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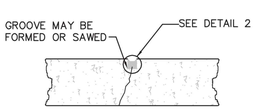
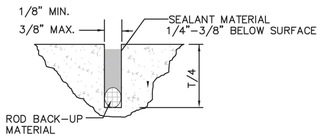


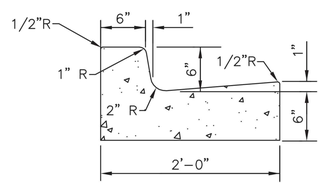
TYPE ``A" - CONTROL JOINT

NOT TO SCALE



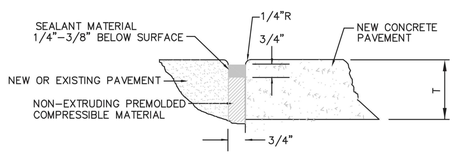
DETAIL 2 - CONTROL JOINT

NOT TO SCALE



TYPE "1" MODIFIED CURB & GUTTER

NOT TO SCALE



DETAIL 1 - EXPANSION JOINTS

NOT TO SCALE

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8695.001	
				FILENAME: TYP_SECT.DWG	
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SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP-0210-00(024) LPA/106139-401000

CITY OF HATTIESBURG
FORREST COUNTY, MS

NEEL-SCHAFFER
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TYPICAL SECTIONS

WORKING NUMBER:	DRAWING NUMBER:
TS-1	3

SUMMARY OF QUANTITIES

	PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PRELIMINARY	FINAL
		***** EARTHWORK ITEMS *****			
⑥	201-A001	CLEARING AND GRUBBING	LUMP SUM	1	
④	202-A001	REMOVAL OF OBSTRUCTIONS	LUMP SUM	1	
①	202-B035	REMOVAL OF CONCRETE SIDEWALK	SQ. YD.	64	
①	202-B078	REMOVAL OF PAVEMENT, ALL TYPES AND DEPTHS	SQ. YD.	312	
①	202-B093	REMOVAL OF CURB & GUTTER, ALL TYPES	LIN. FT.	300	
②	202-B106	REMOVAL OF PIPE, ALL SIZES	LIN. FT.	20	
②	203-A003	UNCLASSIFIED EXCAVATION, FM, AH	CU. YD.	50	
②	203-EX017	BORROW EXCAVATION, AH, FME,CLASS B9	CU. YD.	50	
②	203-G003	EXCESS EXCAVATION, FM, AH	CU. YD.	1	
		***** ROADSIDE DEVELOPMENT ITEMS *****			
②	211-B001	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CU. YD.	100	
	212-B001	STANDARD GROUND PREPARATION	SQ. YD.	2000	
	907-213-A001	AGRICULTURAL LIMESTONE	TON	1	
	213-B003	COMBINATION FERTILIZER, 8-24-24	TON	1	
	216-B001	SOLID SODDING, CENTIPEDE	SQ. YD.	2000	
	219-A001	WATERING	KGAL	150	
	220-A001	INSECT PEST CONTROL	ACRE	1	
②③	234-A001	TEMPORARY SILT FENCE	LIN. FT.	400	
②	907-237-A002	WATTLES, 12"	LIN. FT.	100	
②	907-246-A002	SANDBAGS	EACH	100	
		***** DRAINAGE ITEMS *****			
②	907-601-B003	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	CU. YD.	1	
②	602-A001	REINFORCING STEEL	LBS	350	
⑧②	907-603-PVC05	6" CORRUGATED POLY VINYL CHLORIDE PIPE	LIN. FT.	20	
		***** INCIDENTAL CONSTRUCTION ITEMS *****			
	608-A001	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	SQ. YD.	1435	
②	609-B001	CONCRETE CURB, HEADER	LIN. FT.	80	
②	609-D006	COMBINATION CONCRETE CURB AND GUTTER, TYPE 1 MODIFIED	LIN. FT.	43	
	613-D006	ADJUSTMENT OF WATER METER	EACH	4	
	614-B002	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 6-INCH THICKNESS	SQ. YD.	286	
⑤	618-A001	MAINTENANCE OF TRAFFIC	LUMP SUM	1	
	618-B001	ADDITIONAL CONSTRUCTION SIGNS	SQ. FT.	1	
	620-A001	MOBILIZATION	LUMP SUM	1	
	630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	SQ. FT.	144	
⑦	630-C004	STEEL U-SECTION POSTS, 3.0 TO 3.5 LB/FT	LIN. FT.	238	
⑨	809-A003	RETAINING WALL SYSTEM	SQ. FT.	270	
		***** PAVEMENT MARKING ITEMS *****			
⑩	907-626-H004	THERMOPLASTIC LEGEND, WHITE	LIN. FT.	2800	
⑪	907-626-H005	THERMOPLASTIC LEGEND, WHITE	SQ. FT.	24	
		***** PEDESTRIAN SIGNAL ITEMS *****			
	907-639-A034	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE VI, 8' SHAFT	EACH	2	
	907-639-C003	POLE FOUNDATIONS, 24" DIAMETER	CU. YD.	1.5	
	907-639-D003	SLIP CASING, 24" DIAMETER	LIN. FT.	10	
	640-A034	TRAFFIC SIGNAL HEADS, TYPE 6 LED COUNTDOWN	EACH	4	
	907-642-B001	SOLID STATE TRAFFIC ACTUATED CONTROLLER MODIFICATION	EACH	1	
	647-A005	PULLBOX, TYPE 2	EACH	3	
	666-B015	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, IMSA 20-1, AWG 14, 5 CONDUCTOR	LIN. FT.	265	
	668-A018	TRAFFIC SIGNAL CONDUIT, UNDERGROUND, TYPE 4, 2"	LIN. FT.	20	
	668-B024	TRAFFIC SIGNAL CONDUIT, UNDERGROUND DRILLED OR JACKED, ROLLED PIPE, 2"	LIN. FT.	245	
		***** ADDITIVE ALTERNATE 1 - SCHOOL MAST ARM SIGNAL *****			
	907-603-PP020	SCHOOL MAST ARM SIGNAL SOLAR POWER, PER PLANS	LUMP SUM	1	

① INCLUDES FULL DEPTH SAW CUT (COST ABSORBED)

② ESTIMATED QUANTITY, TO BE USED AS DIRECTED.

③ WOVEN WIRE FENCE BACKING WILL BE REQUIRED ON ALL SILT FENCE REGARDLESS OF FABRIC TYPE.

④ INCLUDES BUT NOT LIMITED TO REMOVAL OF CONCRETE STAIRS, BRICK, STEEL BEAMS AND POST, RETAINING WALLS AND VEGETATION.

⑤ INCLUDES ORANGE WARNING FENCE FOR PEDESTRIAN SAFETY IN AREAS DETERMINED BY THE ENGINEER. INCLUDES TEMPORARY ADA ACCESS.

⑥ ALSO INCLUDES, BUT NOT LIMITED TO, TRIMMING OF ORNAMENTAL PLANTS, TREE LIMBS, AND STUMP GRINDING.

⑦ INCLUDES MOUNTING HARDWARE

⑧ INCLUDES STRUCTURE EXCAVATION, SELECT BEDDING AND BACKFILL, CONNECTIONS, AND FITTINGS.

⑨ CONTRACTOR DESIGNED – COLOR TO BE SELECTED BY OWNER. MATCH RETAINING WALL ON HARDY STREET FROM 25TH AVENUE TO TO 21ST AVENUE.

⑩ TO BE USED FOR STOP BARS AND CROSSWALK STRIPING.

⑪ TO BE USED FOR YIELD TRIANGLE STRIPING.

NOTICE TO DRAWING HOLDER

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.: 8695.001	
FILENAME: SQ.DWG	
SCALE: N.T.S.	
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DSGN: GPC	DATE: 06/2011
DRWN: GPC	DATE: 06/2011
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QA/QC:	DATE:

SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP-0210-00(024) LPA/106139-401000

CITY OF HATTIESBURG
FORREST COUNTY, MS

NEEL-SCHAFFER
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SUMMARY OF QUANTITIES

WORKING NUMBER:	DRAWING NUMBER:
SQ-1	4

REMOVAL ITEMS

WORK NUMBER	STATION TO STATION		CONCRETE				ASPHALT PAVEMENT	CURBS ALL TYPES			REMARKS
			PAVEMENT AND DRIVEWAY	SIDEWALK							
DEMO-1	10+00	19+50	41	9			103	30			21ST, RIGHT
DEMO-2	19+50	23+10	66	12				55			21ST, RIGHT
DEMO-3	33+50	41+55	43	35			17	140			O'FERRAL, LEFT
DEMO-4	50+00	55+40		2			30	40			O'FERRAL, RIGHT
DEMO-4	60+00	63+74	12	6				35			PEARL, LEFT
		UNITS	SQ. YD.	SQ. YD.			SQ. YD.	LIN. FT.			
		TOTALS	*162	64			*150	300			

*PAID FOR UNDER PAY ITEM 202-B078

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 7810.001	
				FILENAME: EQ.DWG	
				SCALE: N.T.S.	
				SURVEYED BY: ANDREWS ENGINEERING	
				DSGN: GPC	DATE: 06/2011
				DRWN: GPC	DATE: 06/2011
				CHKD:	DATE:
				QA/QC:	DATE:

SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP-0210-00(024) LPA/106139-401000

CITY OF HATTIESBURG
FORREST COUNTY, MS

NEEL-SCHAFFER
Solutions you can build upon

ESTIMATED QUANTITIES
-REMOVAL ITEMS-

WORKING NUMBER:	DRAWING NUMBER:
EQ-1	5

DRIVEWAYS REQUIRED

WK. SHT. NO.	STATION	WIDTH	AREA (SQ. YDS.)	ESTIMATED QUANTITIES		REMARKS
				CONCRETE	ASPHALT	
PLN–1	11+35.80	19	22	22		21ST, RIGHT
	11+80.83	11	13	13		21ST, RIGHT
	12+40.85	20	23	23		21ST, RIGHT
	13+10.20	16	18	18		21ST, RIGHT
	13+50.00	13	15	15		21ST, RIGHT
	14+72.85	19.5	22	22		21ST, RIGHT
	15+49.00	16	18	18		21ST, RIGHT
	17+59.70	18	22	22		21ST, RIGHT
PLN–2	19+62.60	11	14	14		21ST, RIGHT
	19+86.00	11	14	14		21ST, RIGHT
PLN–3	35+49.00	20	24	24		O'FERRAL, LEFT
	37+47.00	15	19	19		O'FERRAL, LEFT
	39+70.00	14	17	17		O'FERRAL, LEFT
PLN–4	54+38.87	19	31	31		O'FERRAL, RIGHT
	61+77.40	11	14	14		PEARL, LEFT
			UNITS	SQ. YD.	SQ. YD.	
			TOTAL THIS BLOCK	286		

CONCRETE CURB AND SIDEWALK REQ'D.

WK. SHT. NO.	STATION TO STATION		HEADER CURB	CONCRETE SIDEWALK	TYPE I MODIFIED			REMARKS
PLN–1	10+00	19+50	20	420				21ST, RIGHT
PLN–2	19+50	23+10	20	180	43			21ST, RIGHT
PLN–3	33+50	41+55	20	395				O'FERRAL, LEFT
PLN–4	50+00	55+40	20	250				O'FERRAL, RIGHT
	60+00	63+74		190				PEARL, LEFT
		UNITS	LIN. FT.	SQ. YD.	LIN. FT.			
		TOTALS	*80	1435	43			

*ESTIMATED QUANTITY, TO BE USED AS DIRECTED

NOTICE TO DRAWING HOLDER

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N–S PROJECT NO.: 8695.001	
FILENAME: EQ.DWG	
SCALE: N.T.S.	
SURVEYED BY: ANDREWS ENGINEERING	
DSGN: GPC	DATE: 06/2011
DRWN: GPC	DATE: 06/2011
CHKD:	DATE:
QA/QC:	DATE:

SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP-0210-00(024) LPA/106139-401000

CITY OF HATTIESBURG
FORREST COUNTY, MS

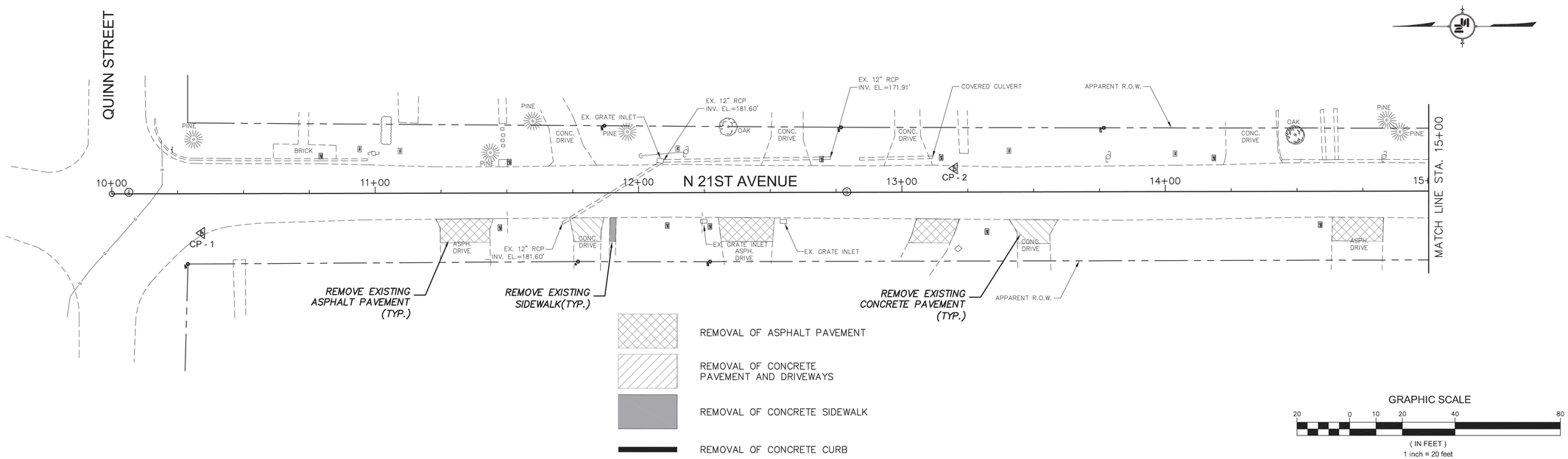
NEEL-SCHAFFER
Solutions you can build upon

ESTIMATED QUANTITIES
-ROADWAY-

WORKING NUMBER:	DRAWING NUMBER:
EQ-2	6

NAME	: CONTROL POINT #1
ELEV	: 180.77
NORTHING	: 665276.5853'
EASTING	: 831402.9004'
DESC	: NAIL

NAME	: CONTROL POINT #2
ELEV	: 182.77
NORTHING	: 664990.7568'
EASTING	: 831427.4351'
DESC	: NAIL



NAME	: CONTROL POINT #3
ELEV	: 195.58'
NORTHING	: 664643.7921'
EASTING	: 831405.0234'
DESC	: NAIL

NOTES:

1. LIMITS OF CLEARING SHALL BE ALL AREAS WITHIN THE PROPERTY LINE AND RIGHT-OF-WAY EASEMENTS EXCEPT AS OTHERWISE SHOWN. DAMAGE OUTSIDE THESE LIMITS CAUSED BY THE CONTRACTOR'S OPERATIONS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.

2. EXCEPT AS NOTED BELOW, CONTRACTOR SHALL REMOVE FROM THE SITE AND SATISFACTORILY DISPOSE OF ALL TREES, SHRUBS, STUMPS, ROOTS, BRUSH, MASONRY, RUBBISH, SCRAP, DEBRIS, AND MISCELLANEOUS OTHER STRUCTURES NOT COVERED UNDER OTHER SECTIONS AS SHOWN, SPECIFIED OR OTHERWISE REQUIRED TO PERMIT CONSTRUCTION OF THE NEW WORK.

3. TREES, STUMPS AND OTHER CLEARED AND GRUBBED MATERIAL MAY NOT BE DISPOSED ON SITE.

4 BURNING WILL NOT BE ALLOWED ON SITE.

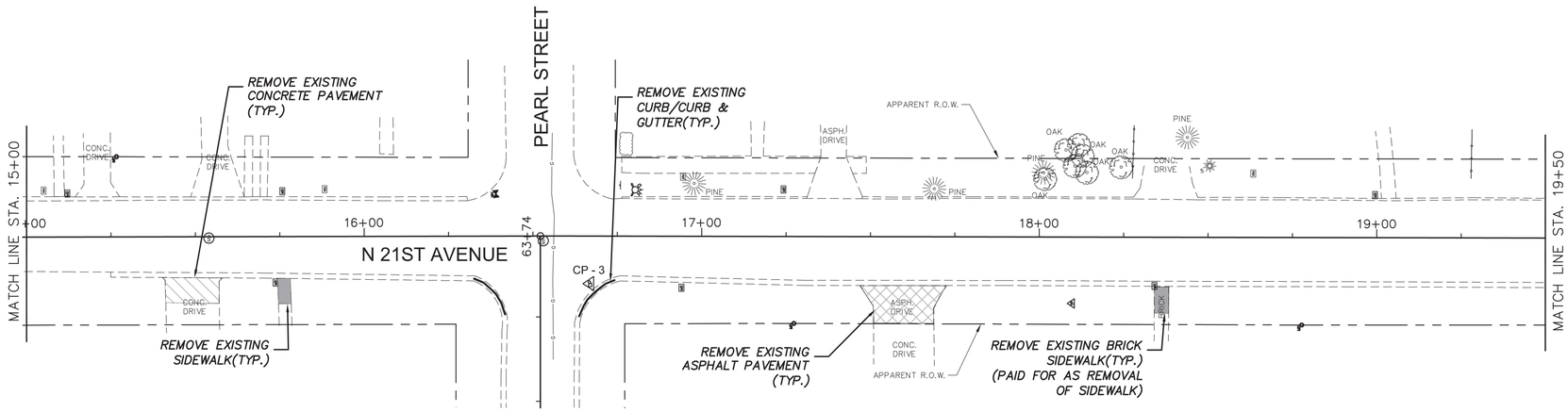
5. ALL BURNING OFF THE SITE SHALL BE IN COMPLETE ACCORDANCE WITH RULES AND REGULATIONS OF LOCAL AUTHORITIES HAVING JURISDICTION.

6. TREES AND SHRUBS SHALL BE TRIMMED TO AVOID REMOVAL OR DAMAGE. TRIMMED OR DAMAGED TREES SHALL BE TREATED AND REPAIRED BY PERSONS WITH EXPERIENCE IN THIS SPECIALTY WHO ARE APPROVED BY ENGINEER. TREES AND SHRUBS INTENDED TO REMAIN WHICH ARE DAMAGED BEYOND REPAIR OR REMOVED, SHALL BE REPLACED BY THE CONTRACTOR.

7. CONTROL AIR POLLUTION CAUSED BY DUST AND DIRT, AND COMPLY WITH GOVERNING REGULATIONS.

8. EXISTING TREES/SHRUBS IN CONFLICT WITH PROPOSED IMPROVEMENTS SHALL BE REMOVED AND PAID FOR UNDER CLEARING AND GRUBBING (201-A001).

9. CONTRACTOR SHALL OBLITERATE EXISTING STRIPING PRIOR TO PLACEMENT OF NEW STRIPING (COST ABSORBED).



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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8695.001	
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				SCALE: 1"=20'	
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				DSGN: GPC	DATE: 06/2011
				DRWN: GPC	DATE: 06/2011
				CHKD:	DATE:
				QA/QC:	DATE:

SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP-0210-00(024) LPA/106139-401000

CITY OF HATTIESBURG
FORREST COUNTY, MS

NEEL-SCHAFFER
Solutions you can build upon

EXISTING CONDITIONS AND DEMOLITION PLAN
NORTH 21ST AVENUE
STA. 10+00 TO STA. 19+50

WORKING NUMBER:	DRAWING NUMBER:
DEMO-1	7

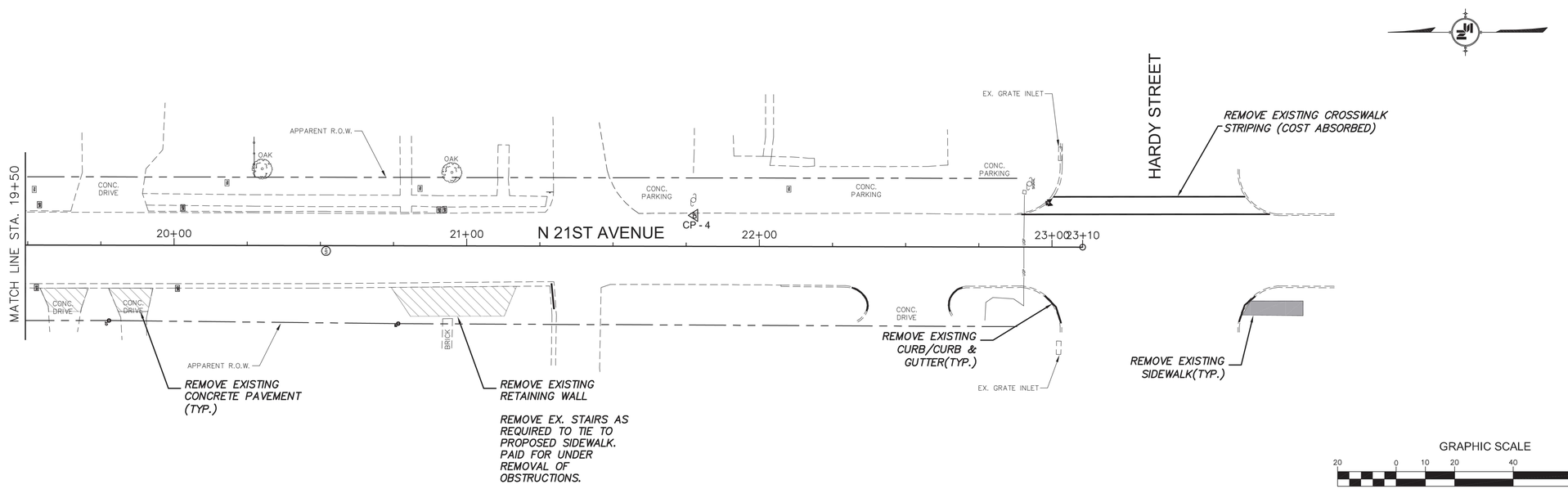
NAME	: CONTROL POINT #4
ELEV	: 191.17
NORTHING	: 664132.8755'
EASTING	: 831428.6826'
DESC	: NAIL

REMOVAL OF ASPHALT PAVEMENT

REMOVAL OF CONCRETE PAVEMENT AND DRIVEWAYS

REMOVAL OF CONCRETE SIDEWALK

REMOVAL OF CONCRETE CURB



GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)

1 inch = 20 feet

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SAFE ROUTES TO SCHOOL
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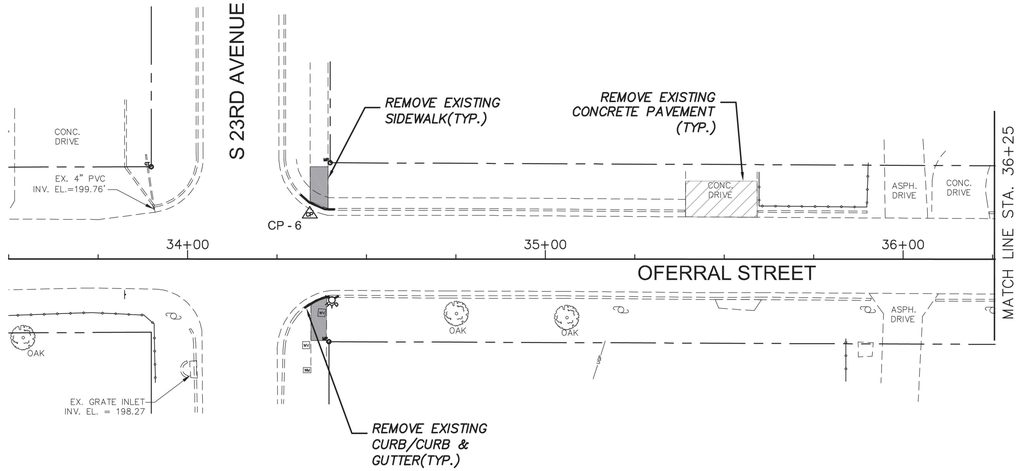
CITY OF HATTIESBURG
FORREST COUNTY, MS

NEEL-SCHAFFER
Solutions you can build upon

EXISTING CONDITIONS AND DEMOLITION PLAN
NORTH 21ST AVENUE
STA. 19+50 TO STA. 23+10

WORKING NUMBER:	DRAWING NUMBER:
DEMO-2	8

NAME	: CONTROL POINT #6
ELEV	: 200.29
NORTHING	: 663309.3772'
EASTING	: 830694.2823'
DESC	: NAIL



GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)

1 inch = 20 feet

NAME	: CONTROL POINT #7
ELEV	: 196.47
NORTHING	: 663308.5422'
EASTING	: 831063.1814'
DESC	: NAIL

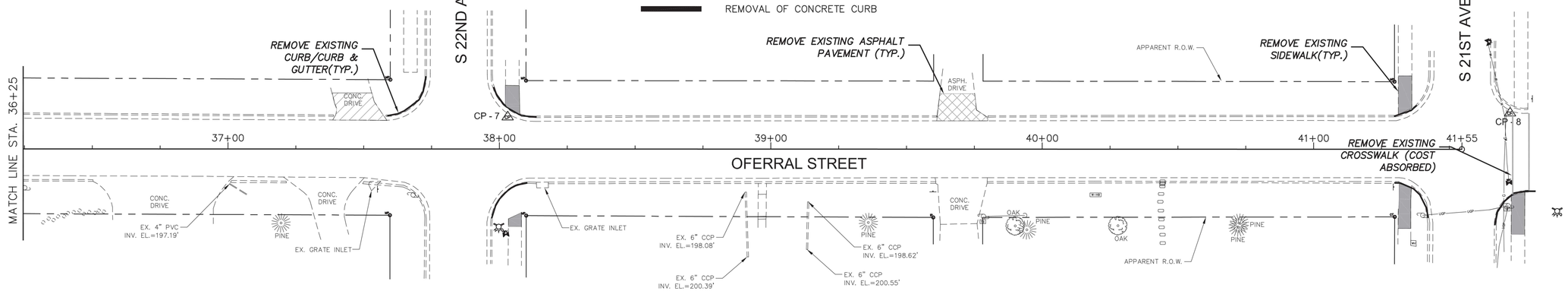
REMOVAL OF ASPHALT PAVEMENT

REMOVAL OF CONCRETE PAVEMENT AND DRIVEWAYS

REMOVAL OF CONCRETE SIDEWALK

REMOVAL OF CONCRETE CURB

NAME	: CONTROL POINT #8
ELEV	: 199.12
NORTHING	: 663310.0065'
EASTING	: 831432.5094'
DESC	: NAIL



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(IN FEET)

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SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP-0210-00(024) LPA/106139-401000

CITY OF HATTIESBURG
FORREST COUNTY, MS

NEEL-SCHAFFER
Solutions you can build upon

EXISTING CONDITIONS AND DEMOLITION PLAN
OFERRAL STREET
STA. 33+50 TO STA. 41+55

WORKING NUMBER:	DRAWING NUMBER:
DEMO-3	9

REMOVAL OF ASPHALT PAVEMENT

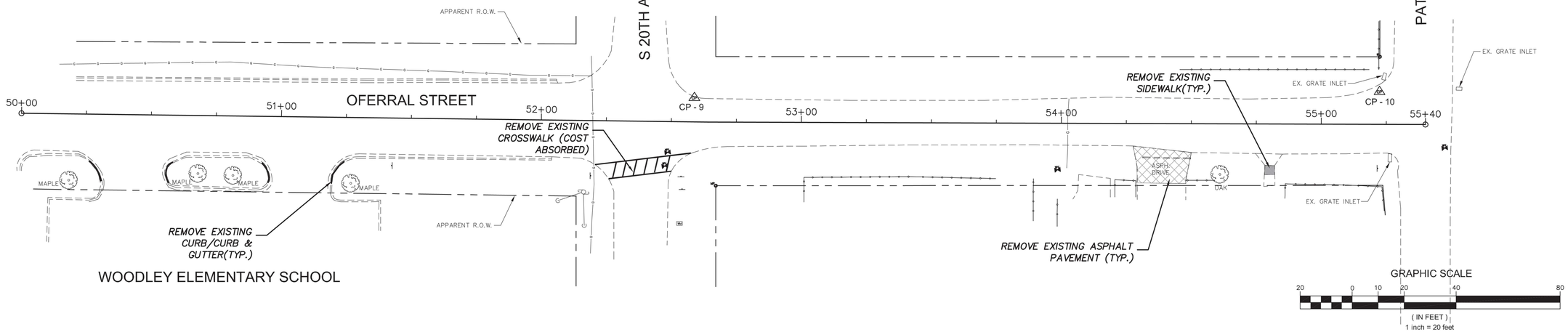
REMOVAL OF CONCRETE PAVEMENT AND DRIVEWAYS

REMOVAL OF CONCRETE SIDEWALK

REMOVAL OF CONCRETE CURB

NAME	: CONTROL POINT #9
ELEV	: 202.68
NORTHING	: 663301.0392'
EASTING	: 832100.6627'
DESC	: NAIL

NAME	: CONTROL POINT #10
ELEV	: 197.29
NORTHING	: 663303.3661'
EASTING	: 832364.2219'
DESC	: NAIL



GRAPHIC SCALE

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(IN FEET)

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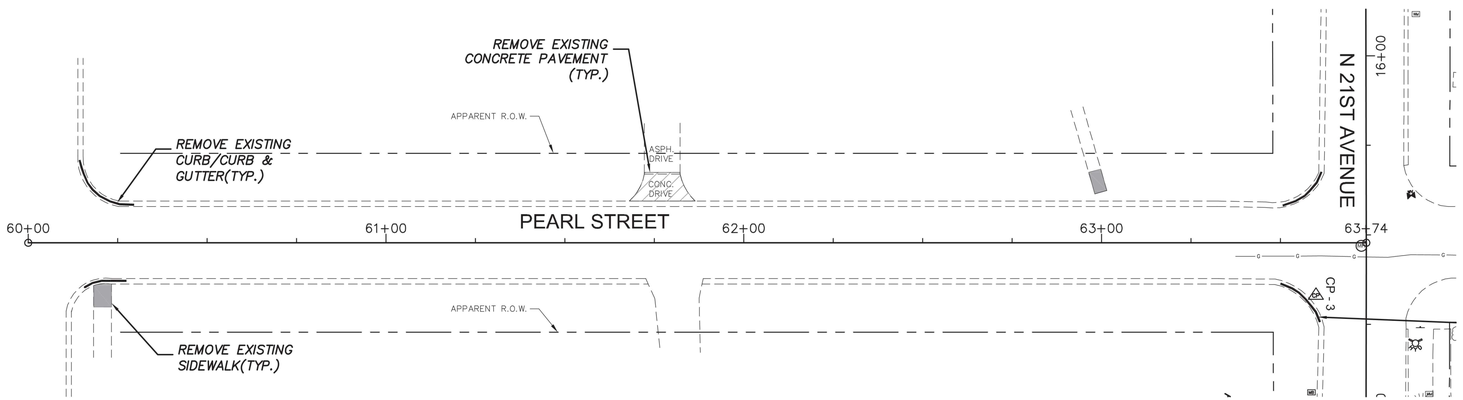

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SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP-0210-00(024) LPA/106139-401000

CITY OF HATTIESBURG
FORREST COUNTY, MS

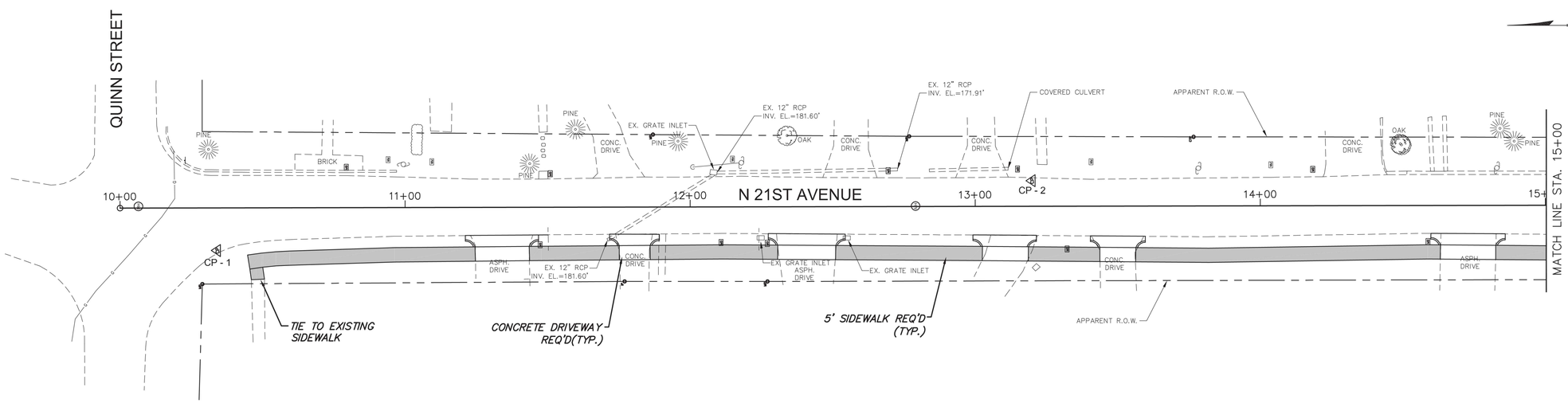
NEEL-SCHAFFER
Solutions you can build upon

EXISTING CONDITIONS AND DEMOLITION PLAN
OFERRAL STREET
STA. 50+00 TO STA. 55+40
PEARL STREET
STA. 60+00 TO STA. 63+74

WORKING NUMBER:	DRAWING NUMBER:
DEMO-4	10

NAME	: CONTROL POINT #1
ELEV	: 180.77
NORTHING:	665276.5853'
EASTING	: 831402.9004'
DESC	: NAIL

NAME	: CONTROL POINT #2
ELEV	: 182.77
NORTHING:	664990.7568'
EASTING	: 831427.4351'
DESC	: NAIL



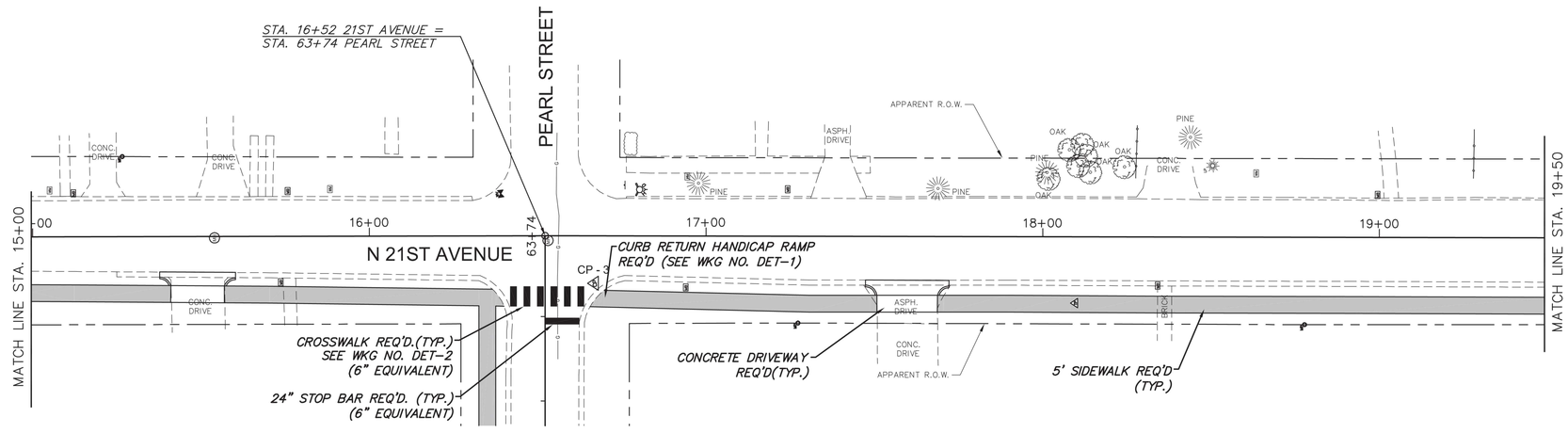
GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)

1 inch = 20 feet

NAME	: CONTROL POINT #3
ELEV	: 195.58'
NORTHING:	664643.7921'
EASTING	: 831405.0234'
DESC	: NAIL



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SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP-0210-00(024) LPA/106139-401000

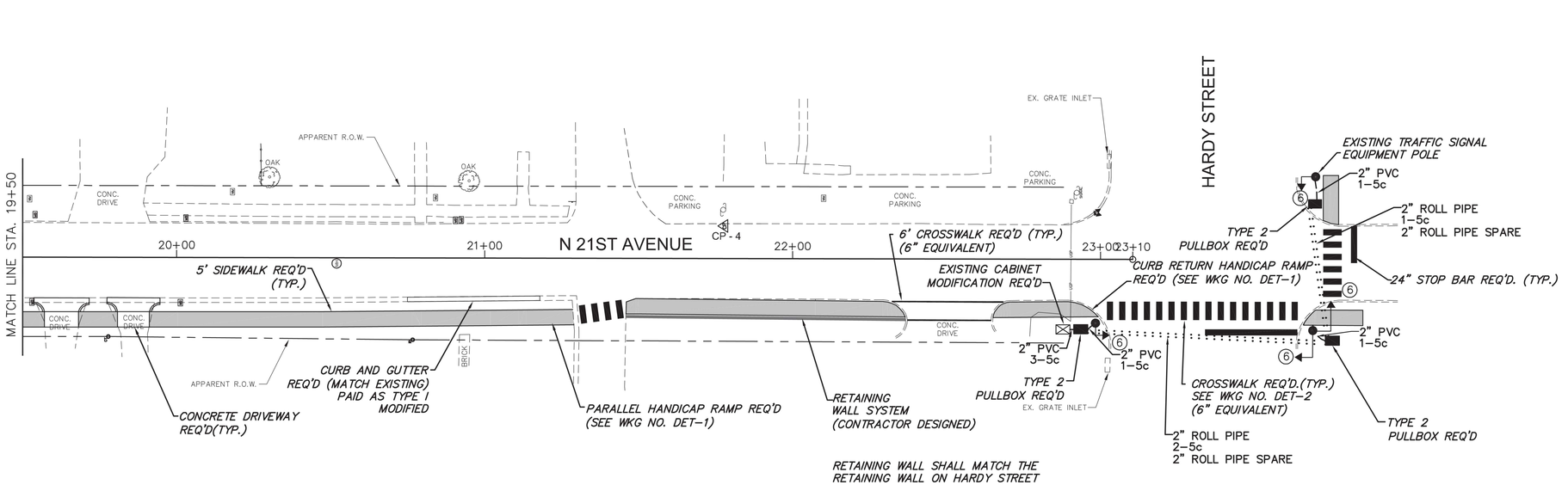
CITY OF HATTIESBURG
FORREST COUNTY, MS

NEEL-SCHAFFER
Solutions you can build upon

NORTH 21ST AVENUE
STA. 10+00 TO STA. 19+50

WORKING NUMBER:	DRAWING NUMBER:
PLN-1	11

NAME	:	CONTROL POINT #4
ELEV	:	191.17
NORTHING:		664132.8755'
EASTING	:	831428.6826'
DESC	:	NAIL



GRAPHIC SCALE

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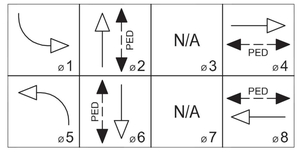
(IN FEET)

1 inch = 20 feet

SIGNAL PHASING



PEDESTRIAN SIGNAL NOTES:

1. CONTRACTOR SHALL PROVIDE ALL CONTROLLER MODIFICATIONS AS REQUIRED TO ACCOMMODATE PEDESTRIAN HEADS, PUSHBUTTONS, AND PHASING.
2. ALL PEDESTRIAN SIGNAL HEADS SHALL BE YELLOW IN COLOR.
3. ALL PEDESTRIAN SIGNAL HEADS SHALL BE L.E.D. TYPE.
4. TYPE VI PEDESTAL POLES SHALL BE POWDER COATED, DARK BRONZE IN COLOR.
5. TYPE 6 SIGNAL HEADS SHALL BE FURNISHED WITH R10-3e SIGN AND PEDESTRIAN PUSHBUTTON. TYPE 6 SIGNAL HEAD SYMBOLS/NUMBERS SHALL BE FULLY ILLUMINATED(NO OUTLINE SYMBOLS).
6. CONTRACTOR SHALL ROUTE NEW WIRING WITHIN EXISTING SPARE CONDUIT WHERE POSSIBLE. IF SPACE IS LIMITED OR UNAVAILABLE, CONTRACTOR SHALL INSTALL NEW CONDUIT AND PROVIDE NEW CABINET/POLE ENTRANCES AS REQ'D. ALL NEW ENTRANCES SHALL BE REVIEWED AND APPROVED BY THE PROJECT ENGINEER PRIOR TO INSTALLATION, AND SHALL BE COST ABSORBED.
7. SEE WKG. NO.'S TSD-1, TSD-3, TSD-5, AND TSD-6 FOR ADDITIONAL DETAILS.
8. SEE WKG. NO. TCP-6 FOR TRAFFIC CONTROL DETAILS.
9. REMOVAL OF THE EXISTING PEDESTRIAN SIGNAL LOCATED AT THE SOUTHEAST CORNER OF HARDY/21ST SHALL BE COST ABSORBED.

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SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP-0210-00(024) LPA/106139-401000

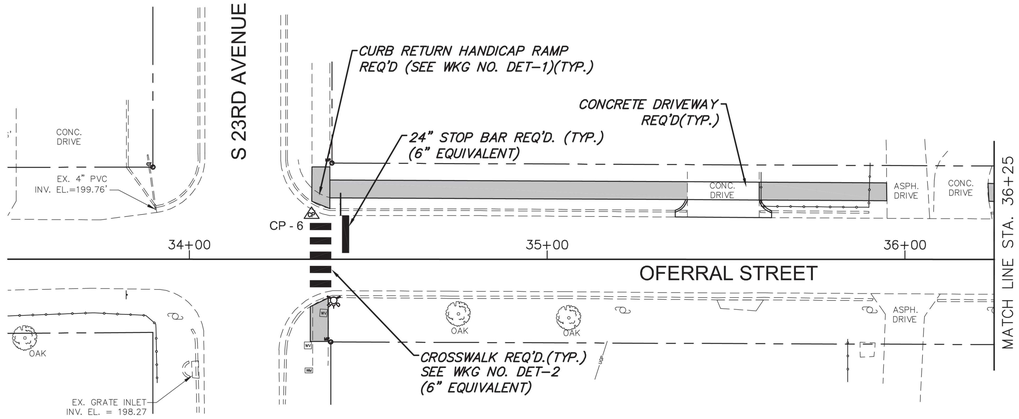
CITY OF HATTIESBURG
FORREST COUNTY, MS

NEEL-SCHAFFER
Solutions you can build upon

NORTH 21ST AVENUE
STA. 19+50 TO STA. 23+10

WORKING NUMBER:	DRAWING NUMBER:
PLN-2	12

NAME	: CONTROL POINT #6
ELEV	: 200.29
NORTHING	: 663309.3772'
EASTING	: 830694.2823'
DESC	: NAIL



GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)

1 inch = 20 feet

NAME	: CONTROL POINT #7
ELEV	: 196.47
NORTHING	: 663308.5422'
EASTING	: 831063.1814'
DESC	: NAIL

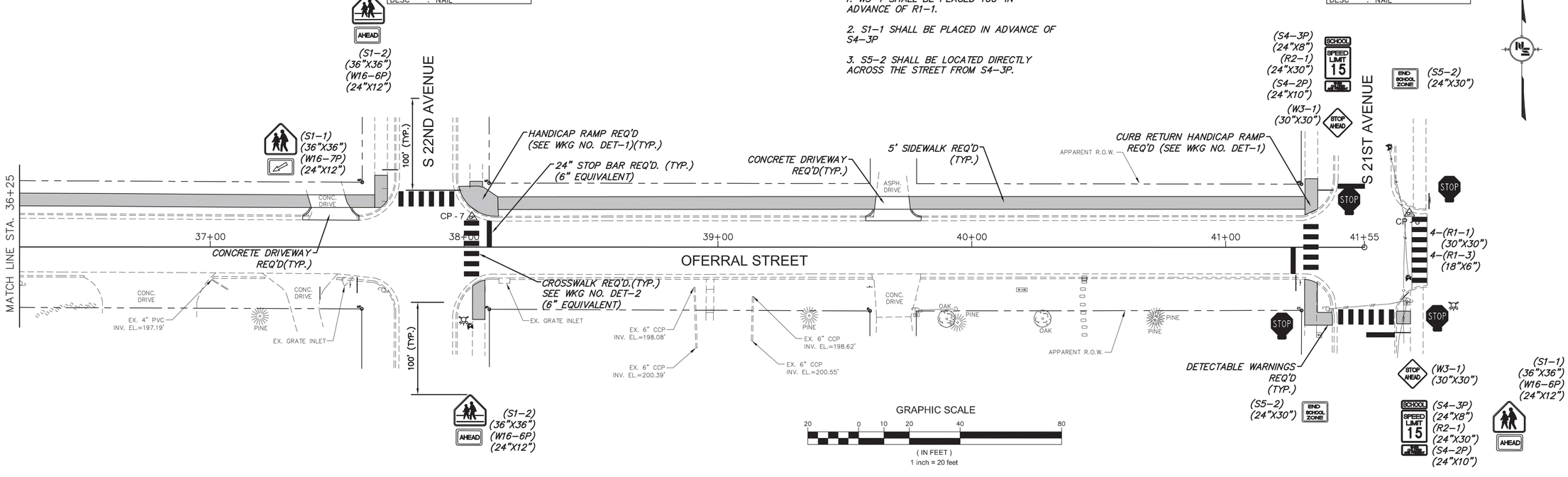
NOTES:

1. W3-1 SHALL BE PLACED 100' IN ADVANCE OF R1-1.

2. S1-1 SHALL BE PLACED IN ADVANCE OF S4-3P

3. S5-2 SHALL BE LOCATED DIRECTLY ACROSS THE STREET FROM S4-3P.

NAME	: CONTROL POINT #8
ELEV	: 199.12
NORTHING	: 663310.0065'
EASTING	: 831432.5094'
DESC	: NAIL



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				CHKD:	DATE:
				QA/QC:	DATE:

SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP-0210-00(024) LPA/106139-401000

CITY OF HATTIESBURG
FORREST COUNTY, MS

NEEL-SCHAFFER
Solutions you can build upon

OFERRAL STREET
STA. 33+50 TO STA. 41+55

WORKING NUMBER:	DRAWING NUMBER:
PLN-3	13

NAME	:	CONTROL POINT #9
ELEV	:	202.68
NORTHING:		663301.0392'
EASTING	:	832100.6627'
DESC	:	NAIL

NAME	:	CONTROL POINT #10
ELEV	:	197.29
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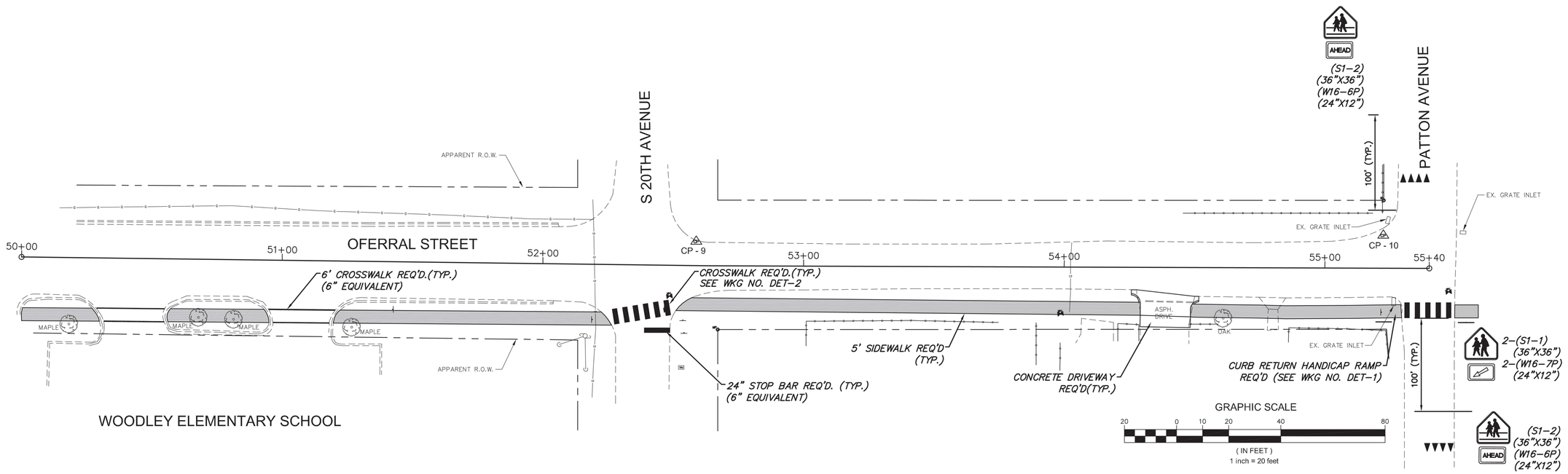
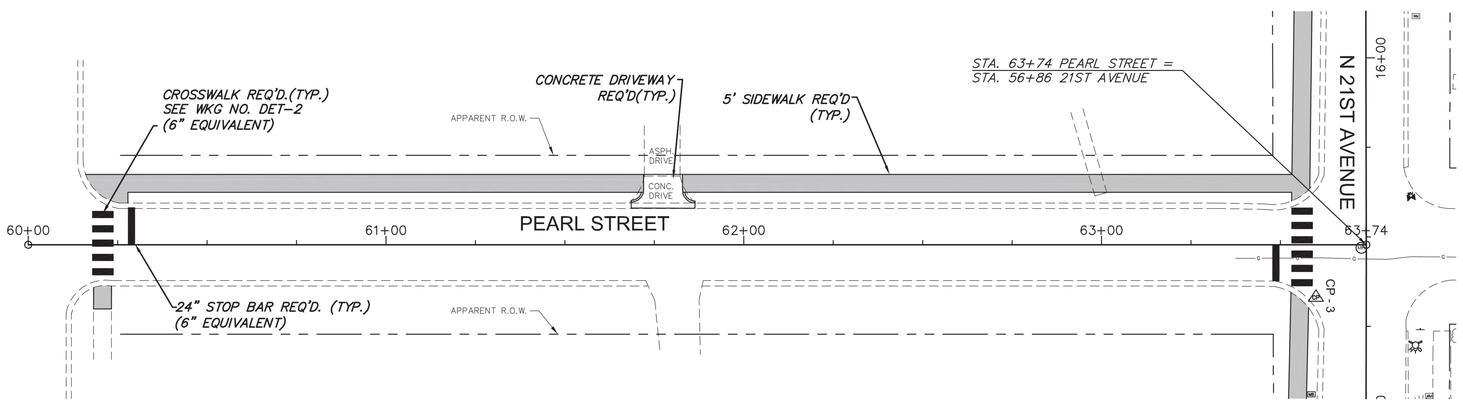
DESC	:	NAIL







GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 feet

NOTICE TO DRAWING HOLDER

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NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8695.001	
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				SURVEYED BY: ANDREWS ENGINEERING	
				DSGN: GPC	DATE: 06/2011
				DRWN: GPC	DATE: 06/2011
				CHKD:	DATE:
				QA/QC:	DATE:

SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT
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CITY OF HATTIESBURG
FORREST COUNTY, MS

NEEL-SCHAFFER
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OFERRAL STREET
STA. 50+00 TO STA. 55+40
PEARL STREET
STA. 60+00 TO STA. 63+74

WORKING NUMBER:	DRAWING NUMBER:
PLN-4	14

VEGETATION SCHEDULE

	EROSION CONTROL ITEMS		SEASONAL APPLICATIONS–DATES & RATES				REQUIREMENTS
			SPRING & SUMMER		FALL & WINTER		
	PAY ITEM NO.	ITEMS	RATES	DATES	RATES	DATES	
	212–B001	STANDARD GROUND PREPARATION	PER SQ.YD.	MARCH 1 TO SEPTEMBER 1	PER SQ.YD.	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SOLID SODDING OR PLANTINGS, AS APPLICABLE.
	907–213–A001	AGRICULTURAL LIMESTONE	3 TONS/ACRE	MARCH 1 TO SEPTEMBER 1	3 TONS/ACRE	SEPTEMBER 1 TO MARCH 1	LIMESTONE SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING.
①	213–B003	COMBINATION FERTILIZER (8–24–24)	1000 LBS./ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS./ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING.
	216–B001	SOLID SODDING, CENTIPEDE	SQ.YD.	MARCH 1 TO DECEMBER 1	SQ.YD.	SEPTEMBER 1 TO MARCH 1	APPLY TO ALL DISTURBED AREAS
	219–A001	WATERING	20 GALS/S.Y. (EST.)	MARCH 1 TO SEPTEMBER 1	20 GALS/S.Y. (EST.)	SEPTEMBER 1 TO MARCH 1	TO BE USED AS DIRECTED
②	220–A001	INSECT PEST CONTROL	PER ACRE	———	PER ACRE	———	SEE SECTION 220.

① ALL AREAS THAT HAVE BEEN VEGETATED, UNDER THIS CONTRACT FOR AT LEAST (60) SIXTY DAYS, SHALL RECEIVE ADDITIONAL APPLICATION(S) OF FERTILIZER(S) OF THE TYPE(S) AND RATE(S) OF APPLICATIONS AS DETERMINED BY SOIL TESTS OR AS DIRECTED DURING THE GROWING SEASONS THE CONTRACT IS IN FORCE. GROUND PREPARATION WILL NOT BE REQUIRED FOR THE ADDITIONAL APPLICATIONS. NO EXTRA PAYMENT WILL BE MADE FOR ALL FERTILIZERS ACCEPTABLY APPLIED AS AN ADDITIONAL APPLICATION(S).

② QUANTITY ESTIMATED ON THE BASIS 50% OF THE ACREAGE VEGETATED MAY REQUIRE TREATMENT.

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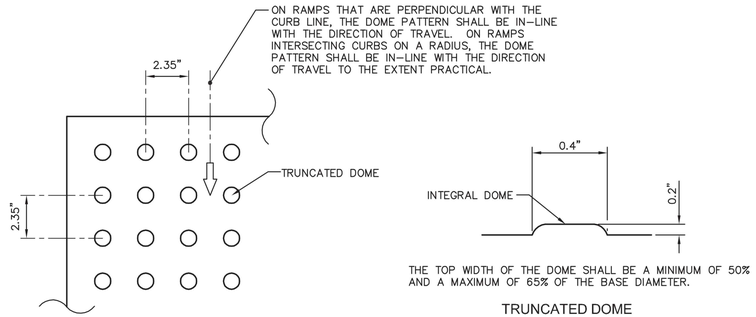
SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP-0210-00(024) LPA/106139-401000

CITY OF HATTIESBURG
FORREST COUNTY, MS

NEEL-SCHAFFER
Solutions you can build upon

VEGETATION SCHEDULE

WORKING NUMBER:	DRAWING NUMBER:
VS-1	15



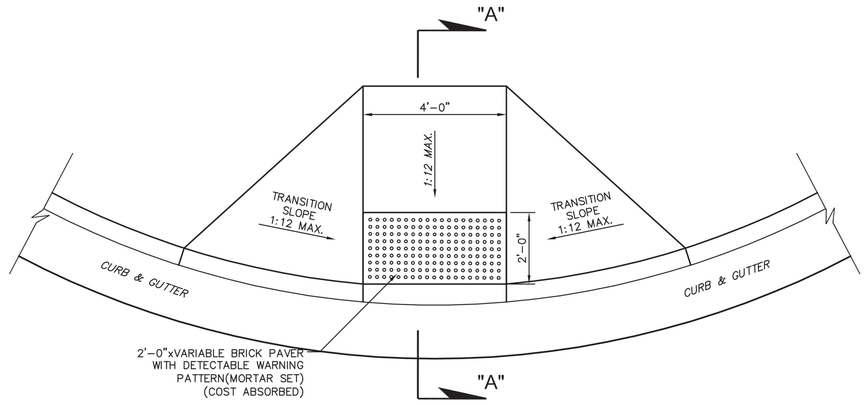
ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 2 FEET (24 INCHES).

CURB RAMP DETECTABLE WARNING DETAIL

N.T.S.

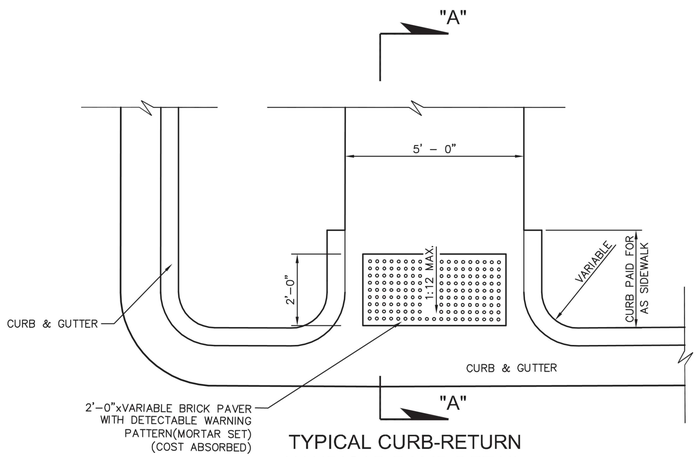
NOTES:

1. LOCATION AND TYPE OF CURB RAMP SHALL BE AS SHOWN ON THE PLANS OR AS DIRECTED.
2. THE CURB RAMP SHALL BE PAID AS SIDEWALK.
3. ALL RAMP SLOPES SHALL NOT BE STEEPER THAN 12:1
4. DETECTABLE WARNINGS ARE REQ'D AT ALL STREET CROSSINGS.
5. TRUNCATED DOMES SHALL BE ALIGNED ON A SQUARE GRID IN THE PREDOMINATE DIRECTION OF TRAVEL ON THE RAMP TO ALLOW WHEELS TO ROLL BETWEEN DOMES.



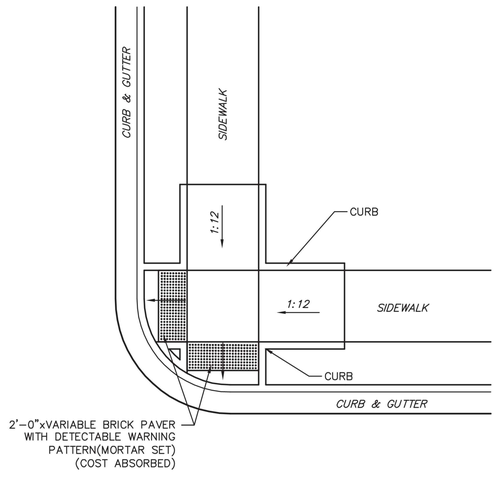
PERPINDICULAR HANDICAP RAMP DETAIL

NOT TO SCALE



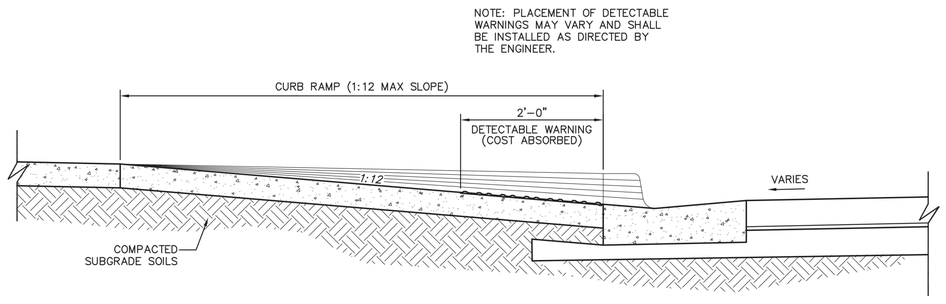
TYPICAL CURB-RETURN HANDICAP RAMP DETAIL

NOT TO SCALE



TYPICAL HANDICAP RAMP INSTALLATION

NOT TO SCALE



SECTION "A-A"

N.T.S.

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WOODLEY SIDEWALK PROJECT
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CITY OF HATTIESBURG
FORREST COUNTY, MS

NEEL–SCHAFFER
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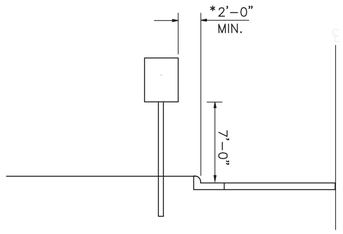
MISCELLANEOUS DETAILS

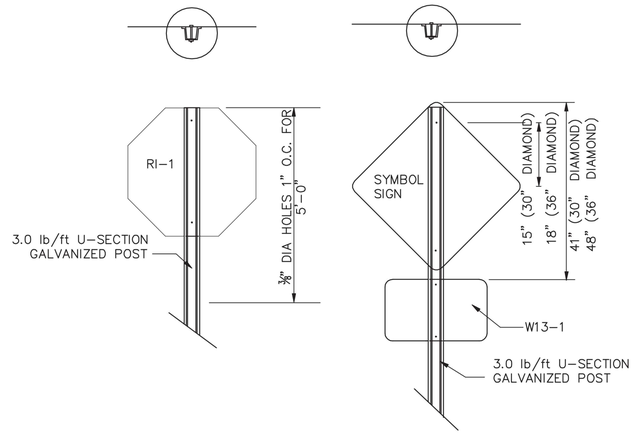
WORKING NUMBER:	DRAWING NUMBER:
DET-1	16



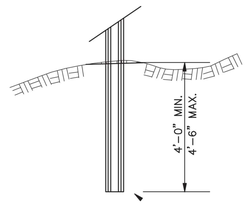
TYPICAL INSTALLATION ALONG ROADWAY WITH NO SIDEWALK

NOT TO SCALE

NOTE: *THE 2'-0" MINIMUM OFFSET APPLIES ONLY TO STANDARD SIGNS MOUNTED ON U-SECTION POSTS. ALL STANDARD SIGNS MOUNTED ON PIPE WILL BE OFFSET A MINIMUM OF 4'-0".

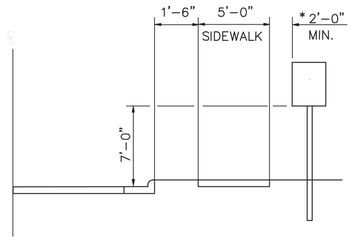


TYPICAL ASSEMBLY OF "FLAT TOPPED" REGULATORY OR WARNING SIGN MOUNTED ON A SINGLE U-SECTION POST



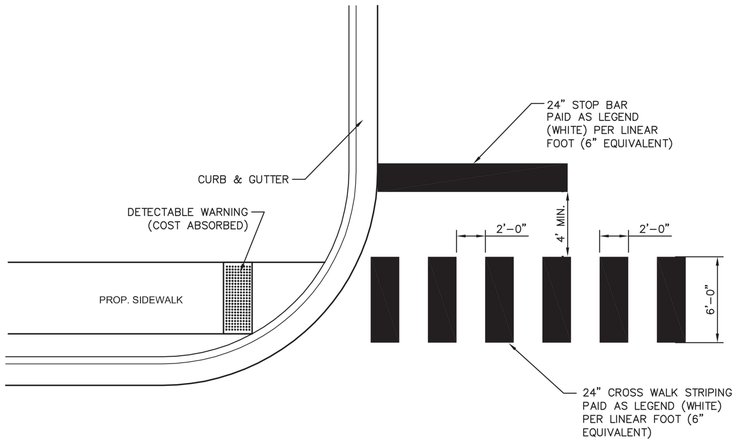
FOOTING DETAIL FOR U-SECTION POSTS

NOT TO SCALE



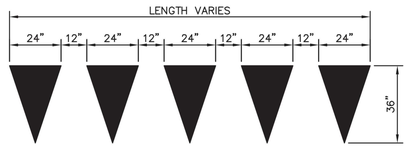
TYPICAL INSTALLATION ALONG ROADWAY WITH SIDEWALK

NOT TO SCALE



TYPICAL CROSSWALK STRIPING

NOT TO SCALE



YIELD LINE PAVEMENT MARKINGS SHALL BE PAID FOR AS LEGEND (WHITE) PER SQUARE FOOT

DETAIL - YIELD LINE PAVEMENT MARKING

NOT TO SCALE

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SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT
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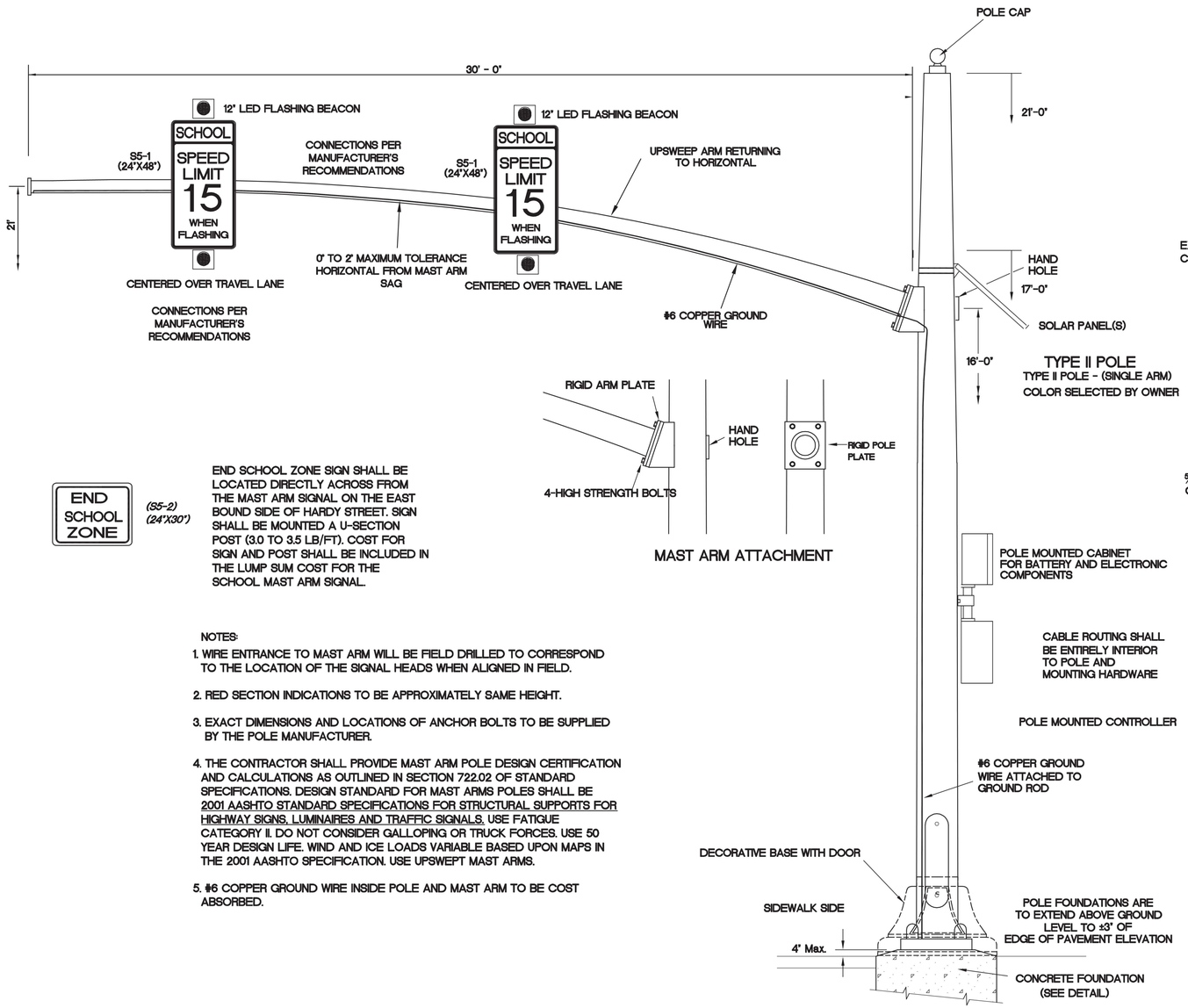
CITY OF HATTIESBURG
FORREST COUNTY, MS

NEEL-SCHAFFER
Solutions you can build upon

MISCELLANEOUS DETAILS

WORKING NUMBER: DET-2

DRAWING NUMBER: 17



TYPE II POLE

TYPE II POLE - (SINGLE ARM)
COLOR SELECTED BY OWNER

MAST ARM ATTACHMENT

END SCHOOL ZONE (S5-2) (24"X30")

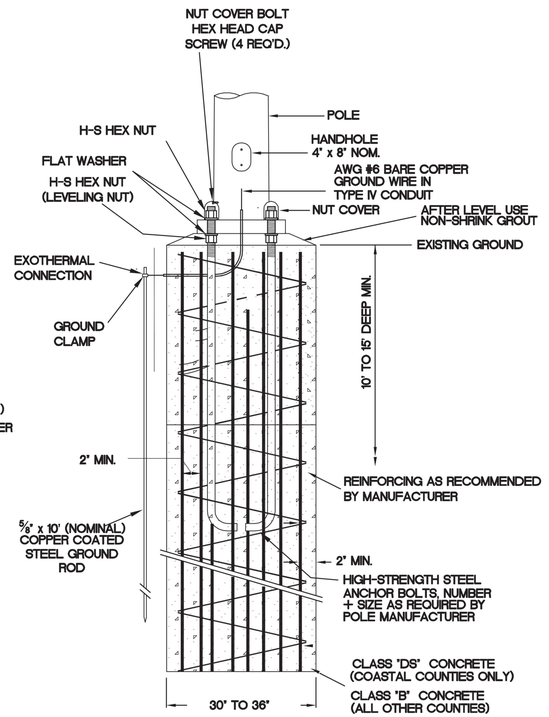
END SCHOOL ZONE SIGN SHALL BE LOCATED DIRECTLY ACROSS FROM THE MAST ARM SIGNAL ON THE EAST BOUND SIDE OF HARDY STREET. SIGN SHALL BE MOUNTED A U-SECTION POST (3.0 TO 3.5 LB/FT). COST FOR SIGN AND POST SHALL BE INCLUDED IN THE LUMP SUM COST FOR THE SCHOOL MAST ARM SIGNAL.

NOTES:

1. WIRE ENTRANCE TO MAST ARM WILL BE FIELD DRILLED TO CORRESPOND TO THE LOCATION OF THE SIGNAL HEADS WHEN ALIGNED IN FIELD.
2. RED SECTION INDICATIONS TO BE APPROXIMATELY SAME HEIGHT.
3. EXACT DIMENSIONS AND LOCATIONS OF ANCHOR BOLTS TO BE SUPPLIED BY THE POLE MANUFACTURER.
4. THE CONTRACTOR SHALL PROVIDE MAST ARM POLE DESIGN CERTIFICATION AND CALCULATIONS AS OUTLINED IN SECTION 722.02 OF STANDARD SPECIFICATIONS. DESIGN STANDARD FOR MAST ARMS POLES SHALL BE 2001 AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS, USE FATIGUE CATEGORY II. DO NOT CONSIDER GALLOPING OR TRUCK FORCES. USE 50 YEAR DESIGN LIFE. WIND AND ICE LOADS VARIABLE BASED UPON MAPS IN THE 2001 AASHTO SPECIFICATION. USE UPSWEPT MAST ARMS.
5. #6 COPPER GROUND WIRE INSIDE POLE AND MAST ARM TO BE COST ABSORBED.

STEEL MAST ARM POLE DETAIL

STEEL MAST ARM POLE FOUNDATION DETAIL



STEEL MAST ARM POLE FOUNDATION DETAIL

GENERAL FOUNDATION NOTES

1. EXACT DIMENSIONS AND LOCATIONS OF ANCHOR BOLTS TO BE SUPPLIED BY THE MANUFACTURER. ANY FOUNDATIONS FAILING TO MEET MINIMUM DIMENSIONS WILL BE REJECTED.
2. DRY SHAFT EXCAVATION MUST MEET REQUIREMENTS OF SECTION 803.03.2.3.2. IF GROUNDWATER OR HOLE INSTABILITY IS ENCOUNTERED, SLIP CASING AND 10' TREMIE SHALL BE REQUIRED.
3. WIND LOAD DETERMINES SHAFT DIAMETER AND DEPTH:

   ALL TYPE IV 30' POLE SHAFT - USE 36" DIAMATER, 15' DEPTH

   COASTAL COUNTIES (140mph) - 36" DIAMETER, 15' DEPTH WITH SLIP CASING.

   100mph to 130mph - 36" DIAMETER, 15' DEPTH, SLIP CASING NOT REQUIRED

   ALL OTHER COUNTIES (90mph) -
   SINGLE MAST ARM: 30" DIAMETER, 10' DEPTH
   DOUBLE MAST ARM: 36" DIAMETER, 12' DEPTH
   *SEE WIND LOAD MAP IN 2001 AASHTO GUIDELINES.

NOTES:

1. SCHOOL MAST ARM SIGNAL ASSEMBLY SHALL BE MEASURED LUMP SUM AND SHALL INCLUDE FABRICATING, FURNISHING, AND INSTALLING THE SCHOOL MAST ARM ASSEMBLY COMPONENTS, FURNISHING AND INSTALLING ALL CONCRETE, REINFORCING, HARDWARE, CLIPS AND BRACKETS, POSTS, SIGNS, SOLAR PANELS, FLASHING BEACONS, WIRING, GROUND ROD, DECORATIVE BASE, CONTROL PANELS, BATTERIES, CABINET, EXCAVATION, SATISFACTORY DISPOSAL OF SURPLUS MATERIALS, END SCHOOL ZONE SIGN, U-SECTION POST, AND ALL EQUIPMENT, TOOLS, LABOR, AND INCIDENTALS TO COMPLETE THE WORK. ALSO INCLUDES THE REMOVAL OF THE EXISTING POLES, FOUNDATION, SPAN WIRE, SIGNS, WIRING, FLASHING BEACONS ALONG HARDY STREET EAST OF 21ST AVENUE.
2. SCHOOL ZONE ASSEMBLY SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
3. BATTERY SHALL BE GEL-CELL.
4. SOLAR PANEL SHALL BE SIZED SO THAT THE SYSTEM CAN OPERATE FOR UP TO 4 HOURS A DAY AND SHALL BE A MINIMUM OF 40 W. THE PANEL SHALL BE VANDAL RESISTANT AND SHOULD BE ORIENTED AND INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS.
5. PROGRAMMABLE TIME CLOCK-THE TIME SHALL PERMIT AUTOMATIC SIGNAL OPERATION FOR A MINIMUM OF 3 TIMES PER DAY AND FOR SELECTED DAYS OF THE WEEK. THE TIMER SHALL BE HOUSED WITHIN A LOCKABLE, WATERPROOF, CORROSION-RESISTANT ENCLOSURE.
6. LED SIGNAL MODULES SHALL MEET THE REQUIREMENTS OF THE ITE MANUAL, CURRENT EDITION.
7. ENCLOSURES CONTAINING EITHER THE POWER SUPPLY OR ELECTRONIC COMPONENTS OF THE SIGNAL MODULE SHALL BE MADE OF UL94V0 FLAME RETARDANT MATERIALS AND SHALL BE MOUNTED PER MANUFACTURER'S RECOMMENDATIONS.
8. ALL MANUFACTURER'S STANDARD WARRANTIES OR GUARANTEES ON ALL ELECTRICAL AND MECHANICAL EQUIPMENT WHICH ARE PROVIDED AS CUSTOMARY TRADE PRACTICE SHALL BE DELIVERED TO THE ENGINEER AT THE FINAL INSPECTION. ALL WARRANTIES AND GUARANTEES SHALL BE MADE OUT TO THE CITY OF HATTIESBURG.
9. SEE TCP-3 FOR TRAFFIC CONTROL DETAILS.
10. SCHOOL MAST ARM SIGNAL ASSEMBLY SHALL MATCH THE ASSEMBLY ON HARDY STREET WEST OF 21ST AVENUE.

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WOODLEY SIDEWALK PROJECT
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CITY OF HATTIESBURG
FORREST COUNTY, MS

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SCHOOL MAST ARM SIGNAL
ADDITIVE ALTERNATE NO. 1

WORKING NUMBER:	DRAWING NUMBER:
DET-3	18



NOTES:

1. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

2. CONTRACTOR TO MAINTAIN ACCESS TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION.

3. THE LOCATION AND SPACING OF SIGNS ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.

4. FLUORESCENT ORANGE SHEETING SHALL BE BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN THE PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.

5. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

6. SEE SHEET TCP-2 FOR ADDITIONAL TRAFFIC CONTROL REQUIREMENTS.

ITEMS OF SUMMARY TRAFFIC REQUIRED CONTROL

WORKING NUMBER	PHASE OF CONST.	BARRICADES						TRAFFIC							
		TYPE I		TYPE II		TYPE III									
		SINGLE FACE	DOUBLE FACE	SINGLE FACE	DOUBLE FACE	SINGLE FACE	DOUBLE FACE	W20-1	G20-2a						
TCP-1	1						32	18	14						
UNITS							EACH	EACH	EACH						
TOTAL							32	18	14						

ALL TRAFFIC CONTROL ITEMS SHALL BE PAID FOR UNDER MAINTENANCE OF TRAFFIC.

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SURVEYED BY: ANDREWS ENGINEERING	
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DRWN: GPC	DATE: 06/2011
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SAFE ROUTES TO SCHOOL
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CITY OF HATTIESBURG
FORREST COUNTY, MS

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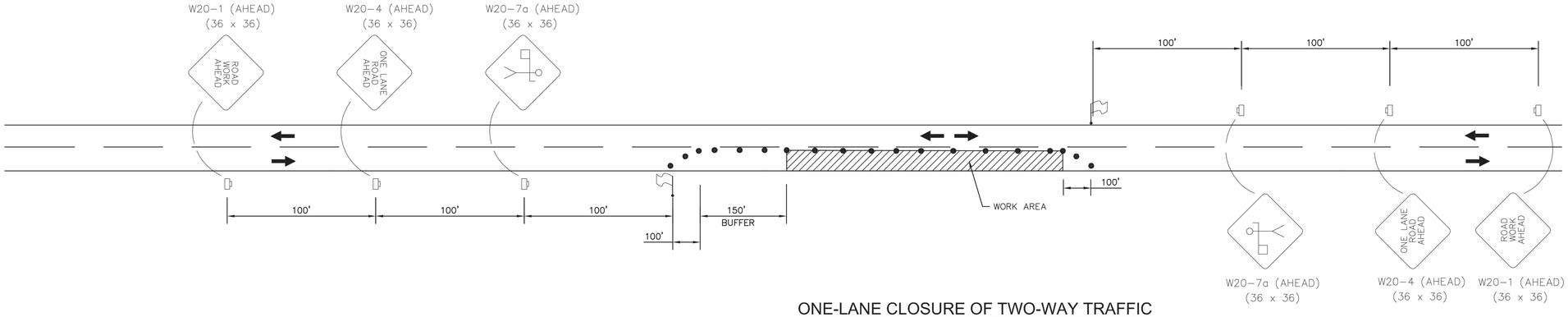
TRAFFIC CONTROL PLAN

WORKING NUMBER:	DRAWING NUMBER:
TCP-1	19



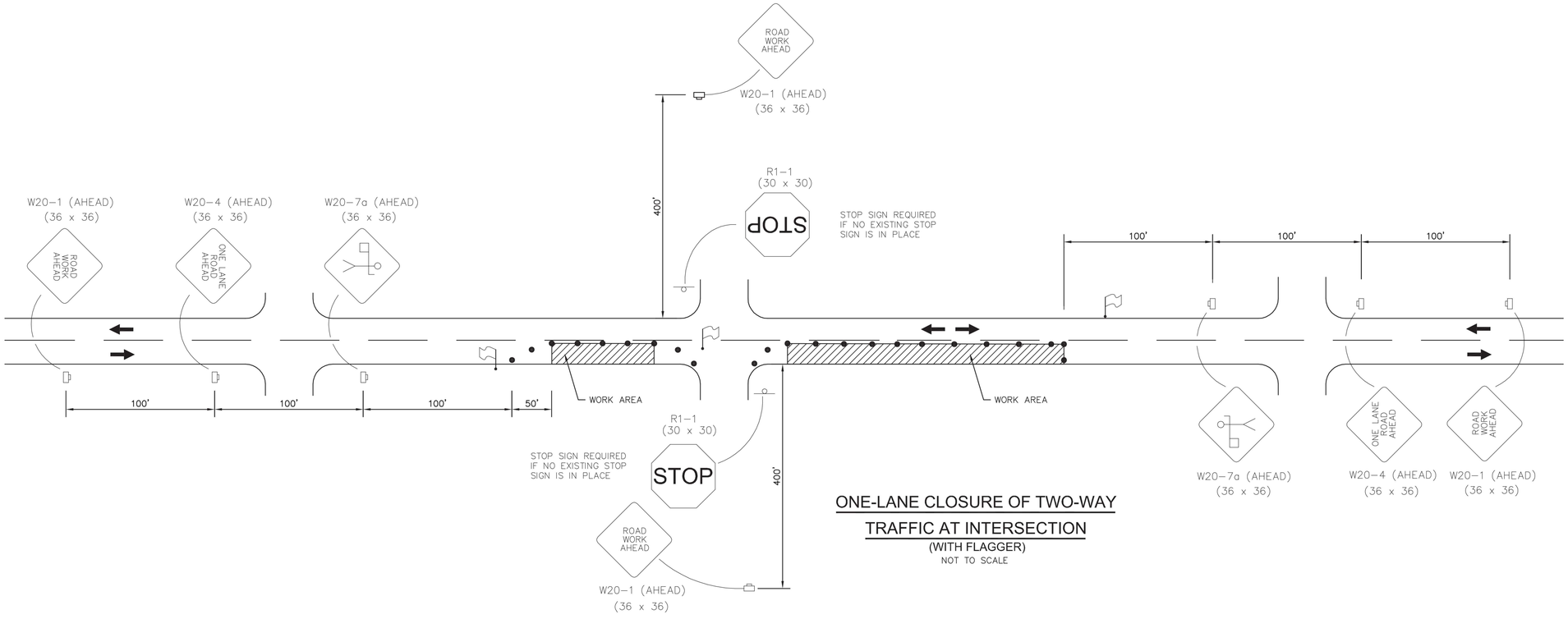
ONE-LANE CLOSURE OF TWO-WAY TRAFFIC

(WITH FLAGGER)

NOT TO SCALE

SYMBOLS

- WORK AREA
- TRAFFIC CONTROL SIGN
- WORK ZONE SIGN
- STOP SIGN
- TRAFFIC CONE OR REFLECTIVE PLASTIC DRUM
- LOCATION OF FLAGGER



ONE-LANE CLOSURE OF TWO-WAY TRAFFIC AT INTERSECTION

(WITH FLAGGER)

NOT TO SCALE

GENERAL NOTES:

1. CONTRACTOR SHALL SET UP ALL TRAFFIC CONTROL DEVICES AND SIGNS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK.
2. WORK OPERATIONS SHALL BE CONFINED TO ONE TRAVEL LANE, LEAVING THE OPPOSING TRAVEL LANE OPEN TO TRAFFIC.
3. ALL VEHICLES, EQUIPMENT, WORKERS (EXCEPT FLAGGERS) AND THEIR ACTIVITIES ARE RESTRICTED AT ALL TIMES TO ONE SIDE OF THE ROADWAY.
4. FLAGGERS SHALL BE IN SIGHT OF EACH OTHER OR IN DIRECT COMMUNICATION AT ALL TIMES.
5. THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.
6. CHANNELIZING DEVICES SHALL BE A MINIMUM HEIGHT OF 24".
7. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" X 36".
8. SPACING OF CHANNELIZING DEVICES ALONG LANE LINE AND WORK ZONE TO BE EQUAL TO THE POSTED SPEED (M.P.H.) X 1 IN FEET. (EXAMPLE 35 M.P.H. X 1 = 35')
9. WHEN THERE IS NO EXISTING HAZARD OR AT THE END OF THE WORK DAY, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
10. WHEN THE WORK ZONE IS STATIONARY, THE W20-7a SIGN SHOULD BE PLACED 200 FEET IN ADVANCE OF THE FLAGGER AND SHOULD INDICATE 200' AS THE DISTANCE.
11. ARROWS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT REFLECT PAVEMENT MARKINGS.
12. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT.
13. DISTANCES BETWEEN SIGNS ARE APPROXIMATE. SIGN SPACING SHOULD BE ADJUSTED FOR CURVES, HILLS, INTERSECTIONS, DRIVEWAYS, ETC., TO IMPROVE VISIBILITY.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8695.001	
				FILENAME: TRAFFIC.DWG	
				SCALE: NOT TO SCALE	
				SURVEYED BY: ANDREWS ENGINEERING	
				DSGN: GPC	DATE: 02/2012
				DRWN: GPC	DATE: 02/2012
				CHKD:	DATE:
				QA/QC:	DATE:

SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP-0210-00(024) LPA/106139-401000

CITY OF HATTIESBURG
FORREST COUNTY, MS

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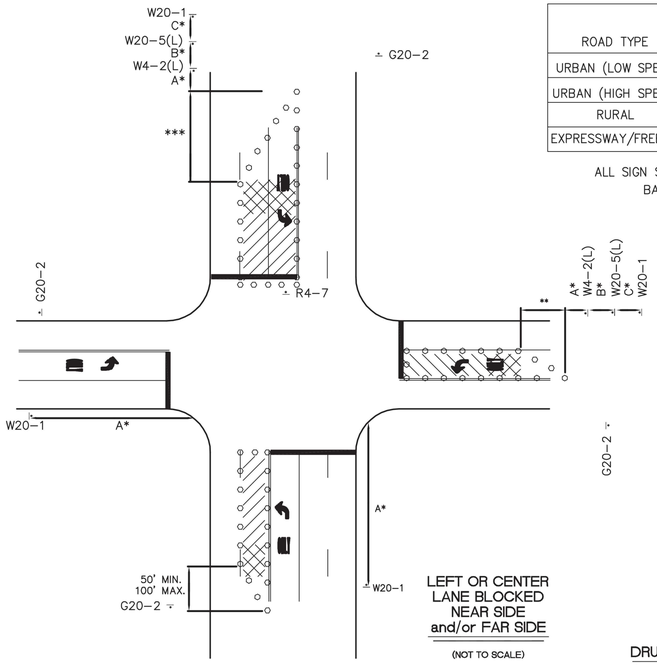
TRAFFIC CONTROL PLAN
ONE LANE CLOSURE

WORKING NUMBER:	DRAWING NUMBER:
TCP-2	20

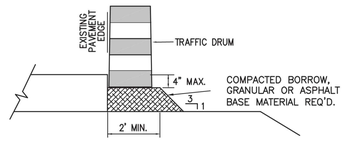


LEFT OR CENTER LANE BLOCKED NEAR SIDE and/or FAR SIDE

(NOT TO SCALE)

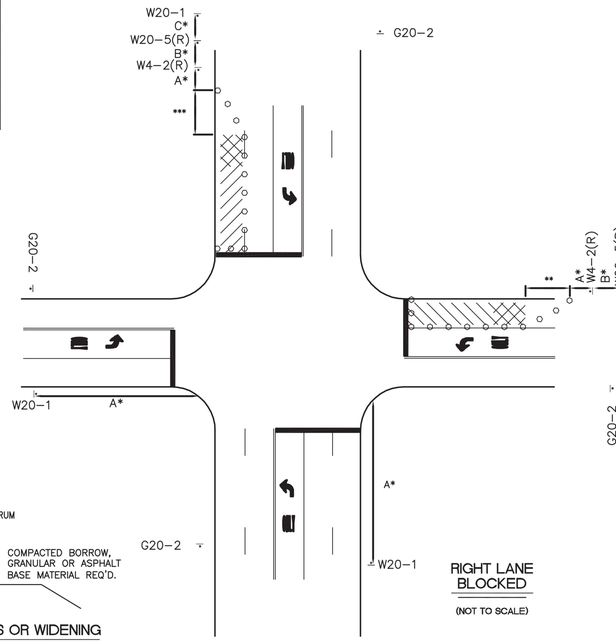
ROAD TYPE	DISTANCE BETWEEN SIGNS		
	A	B	C
URBAN (LOW SPEED)	100 FT.	100 FT.	100 FT.
URBAN (HIGH SPEED)	350 FT.	350 FT.	350 FT.
RURAL	500 FT.	500 FT.	500 FT.
EXPRESSWAY/FREEWAY	1,000 FT.	1,500 FT.	2,640 FT.

ALL SIGN SPACING FOR THIS PROJECT SHALL BE BASED ON URBAN (LOW SPEED)



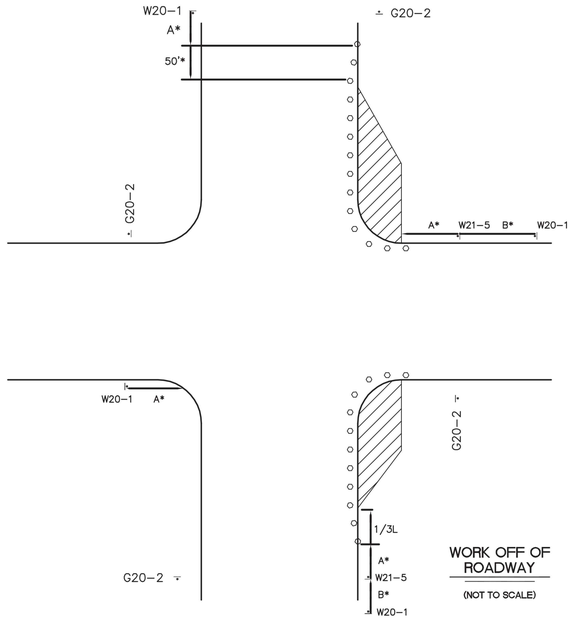
DRUM PLACEMENT ON LOW SHOULDERS OR WIDENING

CONTRACTOR SHALL PLACE PLASTIC DRUMS ADJACENT TO ROADWAY IN AREAS WHERE THE WIDENING HAS NOT BEEN CONSTRUCTED TO WITHIN TWO INCHES OF EXISTING PAVEMENT ELEVATIONS. DRUMS REQUIRED WHERE WORK ZONE INCLUDES UNDERCUT SHOULDER AND REMOVAL OF CURB & GUTTER. DRUMS TO BE PLACED AS SHOWN IN DETAILS, LEFT FOR NIGHT OPERATION OR SUSPENSIONS OF WORK. COST TO BE ABSORBED (PAY ITEM 618-A001).



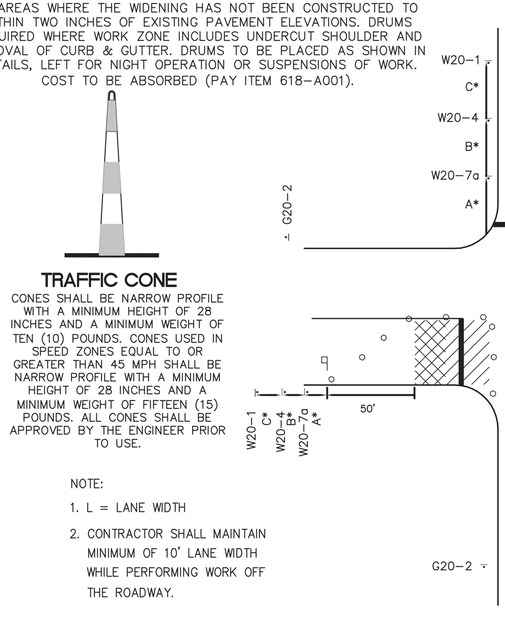
RIGHT LANE BLOCKED

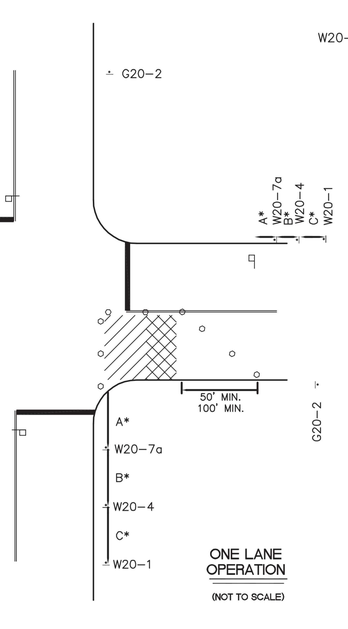
(NOT TO SCALE)



WORK OFF OF ROADWAY

(NOT TO SCALE)

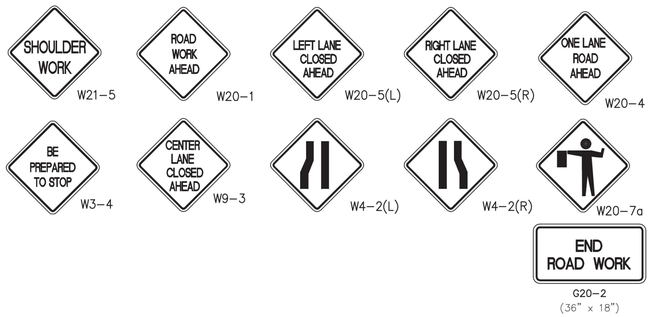




ONE LANE OPERATION

(NOT TO SCALE)

SIGN LEGEND



GENERIAL NOTES

1. ADDITIONAL ADVANCE WARNING SIGNS MAY BE NECESSARY. ANY ADDITIONAL SIGNS WILL BE PAID FOR UNDER PAY ITEM 618-A001, MAINTENANCE OF TRAFFIC.
2. POST MOUNTED SIGNS SHALL HAVE A 7' MINIMUM MOUNTING HEIGHT.
3. PAYMENT FOR ALL SIGNS, CONES, DRUMS, CONCRETE BARRIERS, STEEL PLATES AND OTHER MATERIALS, BARRICADES, LABOR AND INCIDENTALS REQUIRED TO IMPLEMENT THE TRAFFIC CONTROL PLAN SHALL BE INCLUDED UNDER PAY ITEM 618-A001, MAINTENANCE OF TRAFFIC.
4. APPROACH SIDE TRAFFIC CONTROL TO BE USED WHEN WORK OCCURS ON EITHER THE APPROACH SIDE OR THE FAR SIDE OF THE INTERSECTION. FAR SIDE TRAFFIC CONTROL IS NOT NEEDED WHEN WORK IS CONFINED TO THE APPROACH SIDE ONLY.
5. FOR A DIVIDED HIGHWAY SITUATION, A SECOND SET OF ADVANCE WARNING SIGNS SHALL BE ERECTED IN MEDIAN AREA (8' MIN. MEDIAN WIDTH REQUIRED).

LEGEND

○ DRUMS (30' MAXIMUM SPACING) – CONES SHALL BE NARROW PROFILE WITH A MINIMUM HEIGHT OF 28 INCHES AND A MINIMUM WEIGHT OF TEN (10) POUNDS. CONES USED IN SPEED ZONES EQUAL TO OR GREATER THAN 45 MPH SHALL BE NARROW PROFILE WITH A MINIMUM HEIGHT OF 28 INCHES AND A MINIMUM WEIGHT OF FIFTEEN (15) POUNDS. ALL CONES SHALL BE APPROVED BY THE ENGINEER PRIOR TO USE.

W20-1 SIGNS – SEE SIGN LEGEND MIN. SIZE 36" x 36", BLACK ON ORANGE RETRO REFLECTIVE BACKGROUND

FLAGGER WITH PADDLE – 18" STOP/SLOW PADDLES ACCEPTED AS PROPER TRAFFIC CONTROL DEVICES SHALL BE USED. HANDHELD FLAGS SHALL NOT BE FOR FLAGGING OPERATION.

WORK AREA BUFFER AREA

* CONSIDERED MINIMUM DISTANCE – LENGTH MAY HAVE TO BE INCREASED DUE TO LIMITED SIGHT DISTANCE OR INCLEMENT WEATHER.

●● SPEED LIMIT M.P.H.	BUFFER FEET	TAPER LENGTH (Feet) (Per 12' Lane Shift)
20	115	80
25	155	125
30	200	180
35	250	245
40	305	320
45	360	540
50	425	600
55	495	660
60	570	720
65	645	780
70	730	

*** SPEED LIMIT M.P.H.	BUFFER FEET	TAPER LENGTH (Feet) (DOUBLE LENGTH TAPER)
20	115	160
25	155	250
30	200	360
35	250	490
40	305	640
45	360	1080
50	425	1200
55	495	1320
60	570	1440
65	645	1560
70	730	1680

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SAFE ROUTES TO SCHOOL
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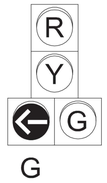
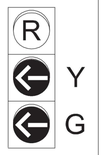
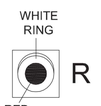
TRAFFIC CONTROL PLAN
SCHOOL MAST ARM SIGNAL

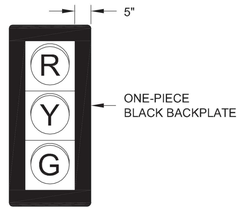
WORKING NUMBER:	DRAWING NUMBER:
TCP-3	21

DETAIL OF TYPICAL TRAFFIC SIGNAL HEADS

TYPE 1	TYPE 2	TYPE 3	TYPE 4	TYPE 5	TYPE 6	TYPE 7	TYPE 8
					 COUNTDOWN TYPE LED		 WHITE RING, RED CENTER, SUPPLEMENTAL RED INDICATION

NOTES:
1. ALL SIGNAL HEADS SHALL BE BLACK IN COLOR UNLESS OTHERWISE NOTED ON THE PLANS.
2. ALL SIGNAL HEADS SHALL BE L.E.D. LENSES UNLESS OTHERWISE NOTED ON THE PLANS. TYPE "A" SIGNAL HEAD IS TO BE OPTICALLY PROGRAMMED.
3. LETTER "R" ON HEAD TYPES MEANS RIGHT TURN ARROW(S).
4. TYPE 6 SIGNAL HEAD SHALL BE FURNISHED WITH R10-3e SIGN & PEDESTRIAN PUSHBUTTON. TYPE 6 SIGNAL HEAD SYMBOLS/NUMBERS SHALL BE FULLY ILLUMANATED (NO OUTLINE SYMBOLS ALLOWED).
5. TYPE 7 SIGNAL HEAD SHALL BE FURNISHED WITH R10-12 SIGN WHEN INDICATED ON PLANS. TYPE 4 & 5 SIGNAL HEADS SHALL BE FURNISHED WITH R10-10L SIGNS.
6. FOR SPAN WIRE INSTALLATION, THE HOUSING FOR THE RED INDICATION OF A TYPE 7 HEAD, SHALL BE ALUMINUM.

DETAIL OF TRAFFIC SIGNAL WITH BACKPLATE

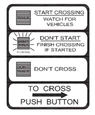


NOTE:
TYPE 1, 2, 3, 4, 5, & 7 SIGNAL HEADS SHALL INCLUDE BACKPLATES UNLESS OTHERWISE NOTED ON TRAFFIC SIGNAL INSTALLATION SHEETS.

DETAIL OF TYPICAL TRAFFIC SIGNAL SIGNS



R10-3b
9" x 12"



R10-3c
9" x 12"



R10-3e
9" x 15"



R10-10(L)
30" x 36"



R10-10(R)
30" x 36"



R10-11a
30" x 36"



R10-12
30" x 36"

SIGNAL PLAN LEGEND

	SIGNAL HEAD REQUIRED / TYPE
	SIGN
OR	VEHICLE LOOP DETECTOR
	QUADRAPOLE VEHICLE LOOP DETECTOR
	VEHICLE LOOP DETECTOR NUMBER
	BASE MOUNTED CABINET FOR SIGNAL CONTROLLER
	POLE MOUNTED CABINET FOR SIGNAL CONTROLLER
	EXISTING POLE
	POLE REQUIRED
	NEW PEDESTAL POLE
	EXISTING PULLBOX
	PULLBOX REQUIRED (TYPE 1)
	PULLBOX REQUIRED (TYPE 2)
	EXISTING SIGNAL HEAD
	MAST ARM POLE REQUIRED
	MICROWAVE
	CAMERA
	OPTICAL DETECTOR UNIT
	CONDUIT
	ROLL PIPE
	LUMINAIRE
	RADIO INTERCONNECT ANTENNA
P.B.	PUSH BUTTON
S.C.	SHIELDED CABLE
POW	POWER CABLE
LUM	LUMINAIRE POWER CABLE
ODC	OPTICAL DETECTOR CABLE
4c	NUMBER OF CONDUCTORS
I.C.	INTERCONNECT CABLE

NOTES:
1. ALUMINUM SIGN BLANKS ARE TO BE ALLOY 5052-H38 AND 0.08" (NOMINAL) THICK.
2. THE SIGNS SHALL BE SUPPLIED WITH MOUNTING BRACKETS AS REQUIRED.
3. NUMBER 12 PLATED JACK CHAINS SHALL BE ATTACHED TO THE BOTTOM OF ALL SPAN WIRE MOUNTED SIGNS.
4. CHAINS SHALL BE ATTACHED TO SIGN AND TETHER USING "S" HOOKS.
5. THE SIZE OF THE SIGN BLANK, LEGEND, BORDER AND THE COLOR OF THE BACKGROUND AND LEGEND IS TO CONFORM TO THE M.U.T.C.D.
6. THE BACKGROUND SHALL BE REFLECTORIZED USING TYPE IX SHEETING.

GENERAL NOTES

1. INTERCONNECT CABLE SHALL BE EITHER IMSA 40-2-1991 OR IMSA 40-4-1991 SIGNAL CABLE, STRANDED. AWG NUMBER AND NUMBER OF CONDUCTORS AS SHOWN ON PLANS.

2. SIGNAL SUPPLY CABLE SHALL BE IMSA 20-1-1991 SIGNAL CABLE, STRANDED. AWG NUMBER AND NUMBER OF CONDUCTORS AS SHOWN ON PLANS.

3. POWER SUPPLY CABLE SHALL BE THHN CABLE, STRANDED. AWG NUMBER AND NUMBER OF CONDUCTORS AS SHOWN ON PLANS.

4. DETECTOR SHIELDED CABLE SHALL BE IMSA 50-2-1991 SIGNAL CABLE, AWG #14 STRANDED COPPER CONDUCTORS, UNLESS OTHERWISE NOTED ON THE PLANS, FROM PULLBOX TO CONTROLLER.

5. POLES, SIGNAL HEADS, EQUIPMENT BOXES, PULLBOXES AND CONDUIT MAY BE VARIED SLIGHTLY TO FIT FIELD CONDITIONS AS DIRECTED BY THE ENGINEER. HOWEVER, SIGNAL HEAD OR POLE LOCATIONS SHALL BE WITHIN REQUIREMENTS OUTLINED IN THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND HIGHWAY DESIGN AND OPERATIONAL PRACTICES RELATED TO HIGHWAY SAFETY.

6. POLES AND FOUNDATIONS OF EXISTING SIGNAL INSTALLATIONS SHALL BE CUT OFF 6" BELOW GROUND OR REMOVED AND AREA RESTORED TO MATCH ADJACENT SURFACE AS DIRECTED BY THE ENGINEER.

7. LOOP AMPLIFIERS SHALL BE REQUIRED AS SHOWN ON PLANS WHERE TWO OR MORE LOOPS ARE CONNECTED TO THE SAME CHANNEL, THEY SHALL BE WIRED IN SERIES.

8. THE CONTRACTOR SHALL PROVIDE MAST ARM POLE DESIGN CERTIFICATION AND CALCULATIONS AS OUTLINED IN SECTION 722.02 OF STANDARD SPECIFICATIONS. DESIGN STANDARD FOR MAST ARMS POLES SHALL BE 2001 AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS. USE FATIGUE CATEGORY II. DO NOT CONSIDER GALLOPING OR TRUCK FORCES. USE 50 YEAR DESIGN LIFE. WIND AND ICE LOADS VARIABLE BASED UPON MAPS IN THE 2001 AASHTO SPECIFICATION. USE UPSWEPT MAST ARMS.

9. DETERMINATION OF REQUIRED SIZES, LENGTHS AND GAUGES OF TYPE I, II, III AND IV STEEL POLES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR IN ACCORDANCE WITH THE PLANS AND SECTION 722.02 OF THE STANDARD SPECIFICATIONS, UNLESS OTHERWISE SPECIFIED IN PLANS OR SPECIFICATIONS.

10. THE TOP OF THE STRAIN POLE FOUNDATION SHALL BE 6" ABOVE THE GROUND. THE CONTRACTOR SHALL PROVIDE POLES OF SUFFICIENT LENGTH PLUS 2 FEET TO PROVIDE REQUIRED VERTICAL CLEARANCE OF THE TRAFFIC SIGNAL HEADS WITHOUT EXTENDING THE FOUNDATION ABOVE THE GROUND LINE OF THE POINT WHERE THE POLE IS LOCATED, EVEN THOUGH THIS MAY BE BELOW THE FINISHED GRADE OF THE ROADWAY.

11. ALL STRAIN POLES AT AN INTERSECTION SHALL BE THE SAME DIAMETER AND UTILIZE THE SAME BOLT CIRCLE SPACING.

12. POLE AND BASE MOUNTED CABINET - GRADES SHALL BE ESTABLISHED TO ±3" AS DIRECTED BY THE ENGINEER.

13. TRAFFIC SIGNAL CABINETS AND CONTROLLERS SHALL BE WIRED TO PROVIDE FOR ALL PHASES INCLUDING FUTURE PHASES IN ACCORDANCE WITH THE PHASE SEQUENCE DIAGRAM.

14. ALL EXISTING TRAFFIC SIGNAL EQUIPMENT SHALL BE REMOVED AND SALVAGED BY THE CONTRACTOR WITH THE COST TO BE ABSORBED. THE EXISTING POLES, CABINETS, CONTROLLERS, TRAFFIC SIGNAL HEADS, AND OTHER ITEMS AS NOTED ON PLANS ARE TO BE STOCKPILED AS DIRECTED BY THE ENGINEER FOR PICKUP BY STATE FORCES OR AS NOTED ON PLANS. ALL OTHER SIGNAL EQUIPMENT SHALL BECOME THE PROPERTY OF THE CONTRACTOR.

15. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE ELECTRICAL SERVICE FROM THE POWER COMPANY SERVICE POINT TO THE TRAFFIC SIGNAL CONTROLLER. FOR SPAN WIRE INSTALLATION, POWER SHALL RUN FROM THE POWER COMPANY SERVICE POINT AERIAL TO THE SIGNAL POLE NEAREST THE CONTROLLER, THE SERVICE SHALL THEN RUN TO THE CONTROLLER AS SHOWN ON THE PLANS. FOR MAST ARM INSTALLATION, POWER SHALL RUN FROM THE POWER COMPANY SERVICE POINT UNDERGROUND DIRECTLY TO CONTROLLER AS SHOWN ON THE PLANS. THE CONTRACTOR SHALL MAKE APPLICATION WITH THE POWER COMPANY IN ADVANCE OF NEEDING THE SERVICE. INSTALLATION OF NEW SERVICE POLE (IF NEEDED) IS THE RESPONSIBILITY OF THE CONTRACTOR AND IS COST ABSORBED.

16. IF IT IS NECESSARY TO RUN ELECTRIC SERVICE CABLE FROM ONE POLE TO ANOTHER, THE SERVICE CABLE SHALL BE LASHED TO A SEPARATE MESSENGER CABLE LOCATED 1 FOOT MIN. ABOVE THE SIGNAL CABLE.

17. VEHICLE LOOP ASSEMBLIES SHALL BE INSTALLED IN THE TOP LAYER OF BINDER OR EXISTING SURFACE BEFORE THE FINAL SURFACE COURSE IS APPLIED.

18. PEDESTRIAN PUSHBUTTONS AND SIGNS TO BE INCLUDED IN PAY ITEM FOR TYPE 6 HEADS AT NO ADDITIONAL COST. WHERE PUSHBUTTONS AND SIGNS ARE SHOWN ON PLANS WITHOUT A TYPE 6 HEAD, THEY SHALL BE INSTALLED WITH NO ADDITIONAL PAYMENT (ABSORBED ITEM). SIDE OF POLE LOCATIONS OF PUSHBUTTONS MAY BE FIELD ADJUSTED.

19. FIELD DRILL AND TAP EXISTING POLES WHERE PEDESTRIAN SIGNALS AND PUSHBUTTONS ARE REQUIRED ON PLANS. (ABSORBED ITEM).

20. REFER TO WORKING NUMBER TSD-5 ``CONDUIT ENTRANCE DETAIL" WHEN NEW CONDUIT(S) ARE REQUIRED AT EXISTING SIGNAL POLES OR CONTROLLERS.

21. MESSENGER CABLE AND OTHER SUPPORTING DEVICES WHERE REQUIRED SHALL BE ABSORBED IN THE PAY ITEMS FOR ELECTRIC CABLE.

22. FOR PROTECTED/PERMITTED LEFT TURN PHASING, TYPE 7 OR 7A TRAFFIC SIGNAL HEADS (FIVE SECTION HEADS) SHALL OPERATE SUCH THAT THE CIRCULAR INDICATIONS DISPLAYED WILL BE IDENTICAL AND SIMULTANEOUS TO THE CIRCULAR INDICATIONS FOR THE ADJACENT THROUGH MOVEMENT SIGNAL HEADS; i.e. A CIRCULAR RED AND EITHER A GREEN ARROW OR YELLOW ARROW MAY BE DISPLAYED SIMULTANEOUSLY IN THE SAME FIVE SECTION HEAD.

23. CONTRACTOR RESPONSIBLE FOR PROVIDING TEMPORARY SIGNALS IF NECESSARY IS TO ACCOMMODATE ROADWAY CONSTRUCTION AND WILL BE ABSORBED UNDER PAY ITEM 618-A, MAINTENANCE OF TRAFFIC.

24. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING FINAL INSPECTION MEETING WITH DISTRICT OFFICE, PROJECT OFFICE AND TRAFFIC ENGINEERING FOR SIGNAL PORTION OF THE PROJECT.

25. THERE SHALL BE A 30 DAY BURN IN PERIOD FROM THE TIME THE SIGNAL IS OPERATIONAL AS OUTLINED IN SECTION 634.03.3 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2004 EDITION.

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REVISIONS				DRAWING INFORMATION	
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				SURVEYED BY: ANDREWS ENGINEERING	
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SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP-0210-00(024) LPA/106139-401000

CITY OF HATTIESBURG
FORREST COUNTY, MS

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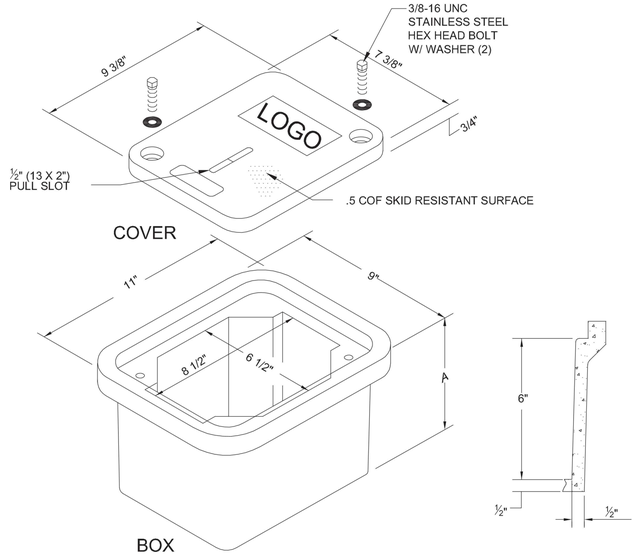
DETAIL OF TRAFFIC SIGNAL HEADS, TRAFFIC SIGNAL SIGNS, AND GENERAL NOTES

WORKING NUMBER: TSD-1
DRAWING NUMBER: 22



TYPE 1 PULLBOX

NOT TO SCALE

Covers (blank unless logo is specified)

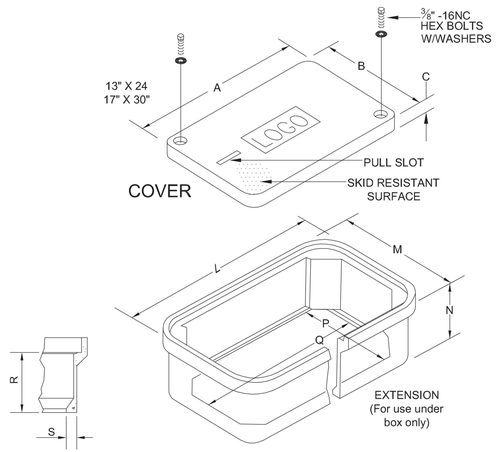
DESCRIPTION	WEIGHT #	DESIGN/TEST LOAD #	ANSI TIER
W/2 Bolts	4	8,000 / 12,000	8
Gasketed w/4 Bolts	4	8,000 / 12,000	8

Gasketed covers must be used with a gasketed box. Gaskets reduce the inflow of fluids but do not make the enclosure water tight.

Boxes (Stackable with self-aligning, replaceable EZ-Nut)

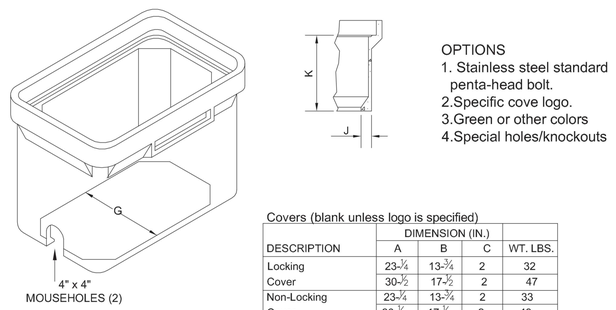
DESCRIPTION	WEIGHT #	DIMENSION A	DESIGN/TEST LOAD #	ANSI TIER
Open Bottom	12	6¾"	15,000 / 22,500	15
Open Bottom w/Gasket	12	6¾"	15,000 / 22,500	15
Solid Bottom	14.5	7¼"	15,000 / 22,500	15
Solid Bottom w/Gasket	14.5	7¼"	15,000 / 22,500	15

Dimensions & weights in parentheses are metric equivalent.



TYPE 2 or 3 PULLBOX

NOT TO SCALE



OPTIONS
1. Stainless steel standard penta-head bolt.
2.Specific cove logo.
3.Green or other colors
4.Special holes/knockouts

Covers (blank unless logo is specified)

DESCRIPTION	DIMENSION (IN.) A	B	C	WT. LBS.
Locking	23-¼	13-¾	2	32
Cover	30-½	17-½	2	47
Non-Locking	23-¼	13-¾	2	33
Cover	30-½	17-½	2	48
Steel Locking	23-¼	13-¾	2	65
Cover	30-½	17-½	2	90
Heavy Duty	23-¼	13-¾	2	50
Locking Cover	30-½	17-½	2	74

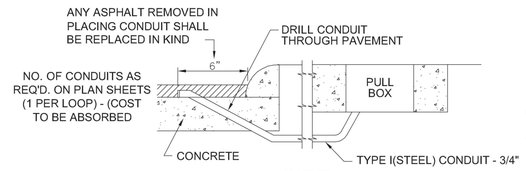
Boxes (Stackable)	DIMENSION (IN.)							
DESCRIPTION	D	E	F	G	H	J	K	WT. LBS.
Standard Box	25	15-½	12	9-¾	19-¼	1-¼	10	53
	25	15-½	18	9-¾	19-¼	1-¼	16	62
	32-¼	19-¼	12	13-½	26-½	1-¼	10	82
	32-¼	19-¼	18	13-½	26-½	1-¼	16	94
	32-¼	19-¼	22	13-½	26-½	1-¼	20	106
Box W/ Mouseholes	25	15-½	12	9-¾	19-¼	1-¼	10	49
	25	15-½	18	9-¾	19-¼	1-¼	16	61
	32-¼	19-¼	12	13-½	26-½	1-¼	10	80
	32-¼	19-¼	18	13-½	26-½	1-¼	16	80
	32-¼	19-¼	22	13-½	26-½	1-¼	20	104
Box w/ Solid Base	25	15- ½	18-½	N/A	N/A	N/A	16	73
	32-¼	19-¼	18-½	N/A	N/A	N/A	16	106

*Not to be used for extensions

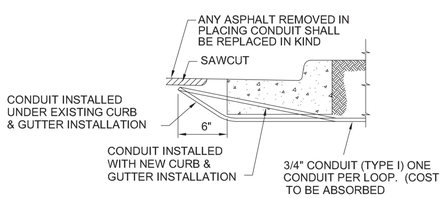
Extensions (For use under box only)

DESCRIPTION	DIMENSION (IN.) L	M	N	P	Q	R	S	WT. LBS.
Extension (One Per Box)	23-¾	14-¾	8-¾	10-¼	19-¾	8	1	25
	30-⅞	17-⅞	8-¾	13-⅞	26-⅞	8	1	47
Extension w/ Solid Base	23-¾	14-¾	9-¾	N/A	N/A	8	N/A	35
	30-⅞	17-⅞	9-¾	N/A	N/A	8	N/A	65

Underground enclosures shall be Composolite. Enclosures and covers shall be concrete gray color and rated for no less than 8,000 lbs. over a 10" X 10" area and be designed and tested to temperatures of -50 F. Material compressive strength shall be no less than 11,000 psi. Covers shall have a minimum coefficient of friction of .5. Boxes shall be stackable for extra depth.



SIDE



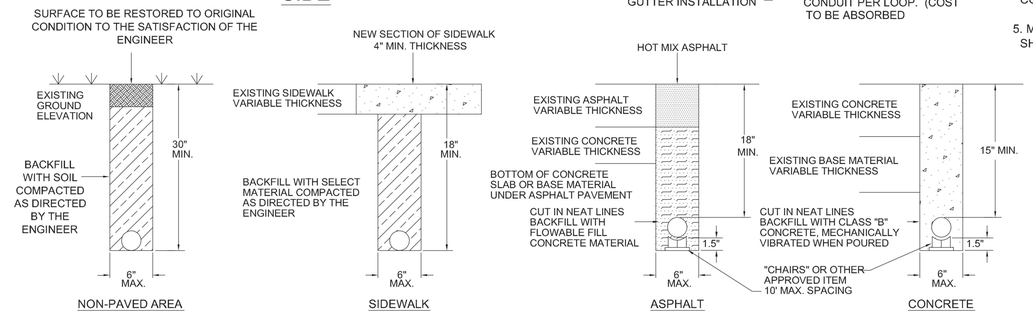
CONDUIT NOTES:

1. CONDUIT TO BE SEALED WITH DUCT SEALER ONCE CABLE IS INSTALLED.
2. SAWCUT SIDEWALK AT EXISTING JOINTS AND REPLACE ENTIRE SECTION TO MATCH EXISTING MATERIAL. WHEN NEW SIDEWALK IS BEING CONSTRUCTED, CONDUIT, PULLBOX, AND POLE ARE TO BE INSTALLED BEFORE SIDEWALK IS POURED.
3. TYPE I CONDUIT IS RIGID PIPE; TYPE IV CONDUIT IS PVC.
4. ELECTRICAL SUBCONTRACTOR SHALL COORDINATE CONDUIT INSTALLATION WORK UNDER ROADWAY WITH ROADWAY CONSTRUCTION PHASING IN ORDER TO MINIMIZE JACKING.
5. MATERIAL REMOVED THAT IS NOT SUITABLE FOR BACKFILL OR IS EXCESS SHALL BE DISPOSED OF BY THE CONTRACTOR. (COST ABSORBED)

NOMINAL PULLBOX SIZES

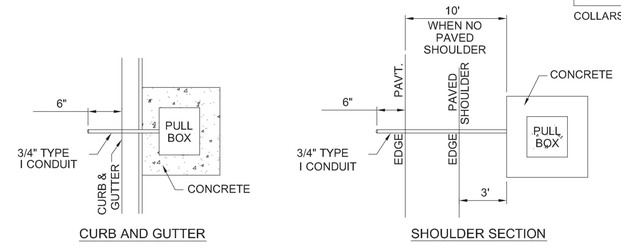
TYPE 1	TYPE 2	TYPE 3
9" x 11" x 6 3/4"	15" x 25" x 18"	19" x 32" x 24"

COLLARS AND GRAVEL UNDER PULLBOX REQUIRED FOR ALL TYPES OF PULLBOXES



CONDUIT TRENCHING DETAIL

NOT TO SCALE



PULL BOX LOCATION DETAIL

NOT TO SCALE

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REVISIONS NO.	DATE	BY	DESCRIPTION

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SURVEYED BY: ANDREWS ENGINEERING	
DSGN: GPC	DATE: 02/2012
DRWN: GPC	DATE: 02/2012
CHKD:	DATE:
QA/QC:	DATE:

SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP-0210-00(024) LPA/106139-401000

CITY OF HATTIESBURG
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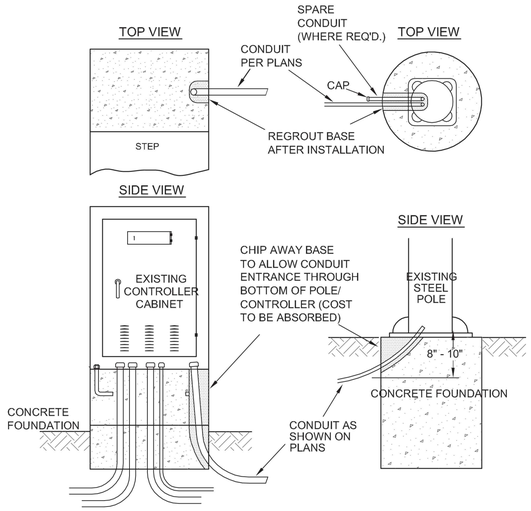
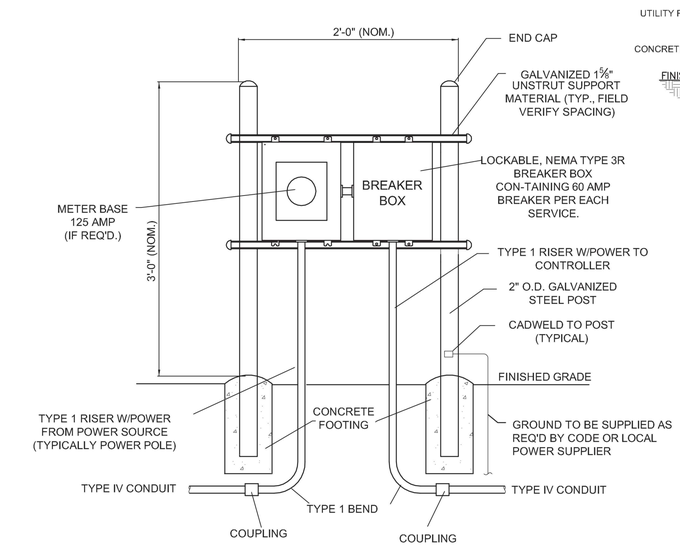
PULLBOX AND CONDUIT
TRENCHING DETAILS FOR
TRAFFIC SIGNAL INSTALLATION

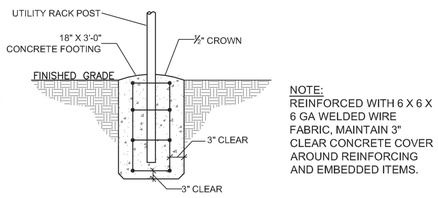
WORKING NUMBER:	DRAWING NUMBER:
TSD-3	23



CONDUIT ENTRANCE DETAIL (EXISTING CABINET OR POLE)

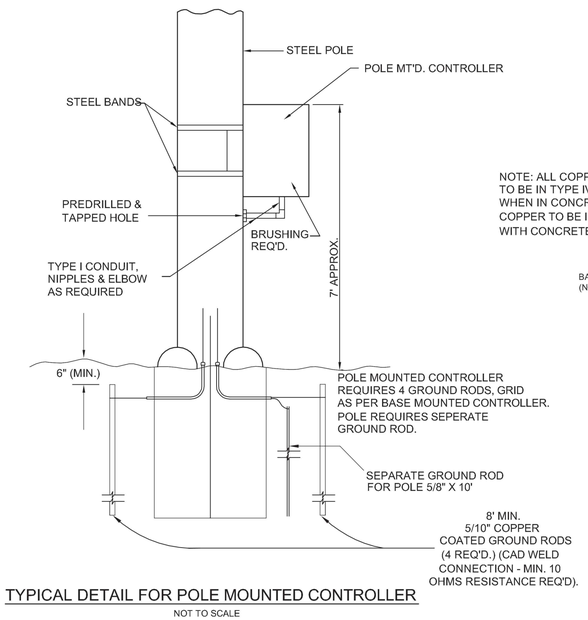


POWER SERVICE PANEL



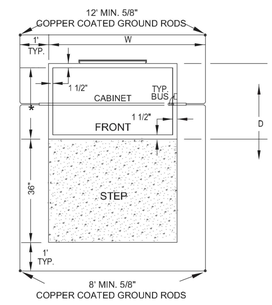
PANEL FOOTING

NOTE:
REINFORCED WITH 6 X 6 X 6 GA WELDED WIRE FABRIC, MAINTAIN 3" CLEAR CONCRETE COVER AROUND REINFORCING AND EMBEDDED ITEMS.

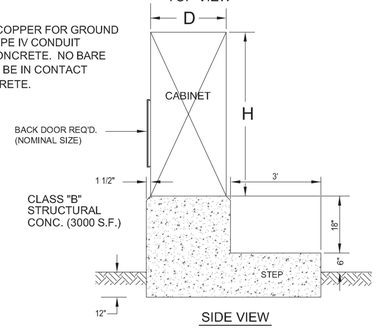


TYPICAL DETAIL FOR POLE MOUNTED CONTROLLER

NOT TO SCALE



TOP VIEW



SIDE VIEW

NOTE: ALL COPPER FOR GROUND TO BE IN TYPE IV CONDUIT WHEN IN CONCRETE. NO BARE COPPER TO BE IN CONTACT WITH CONCRETE.

NOTE: THE BASE MOUNTED CABINET IS TO BE SITUATED IN THE OPTIMUM POSITION FOR VIEWING THE CONTROLLER OPERATION AND THE ON STREET SIGNAL DISPLAYS SIMULTANEOUSLY. THIS POSITION IS TO BE DETERMINED IN THE FIELD BY THE ENGINEER.

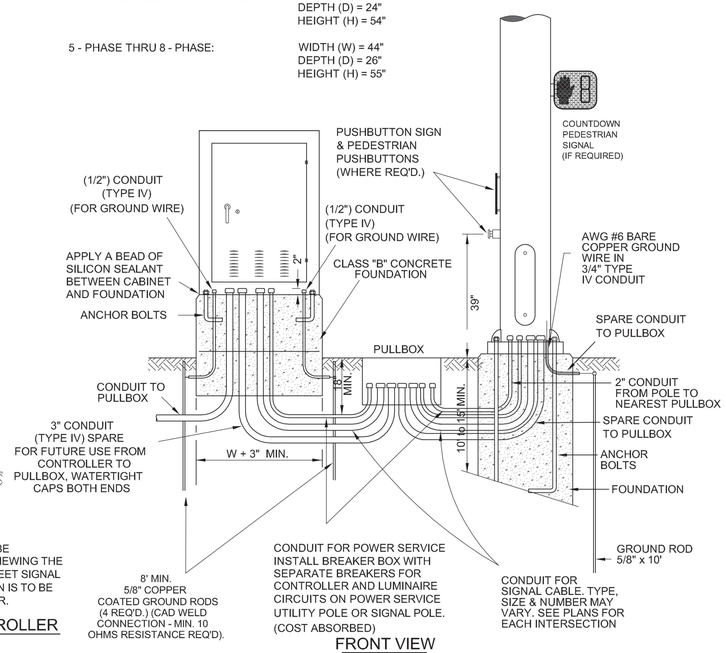
TYPICAL DETAIL OF BASE FOR CONTROLLER EQUIPMENT CABINET

NOT TO SCALE

DIMENSIONS OF BASE MOUNTED CONTROLLER EQUIP. CABINETS (MIN.)

UP TO AND INCLUDING 4 - PHASE: WIDTH (W) = 38" DEPTH (D) = 24" HEIGHT (H) = 54"

5 - PHASE THRU 8 - PHASE: WIDTH (W) = 44" DEPTH (D) = 26" HEIGHT (H) = 55"



FRONT VIEW

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				DSGN: GPC	DATE: 02/2012
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SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP-0210-00(024) LPA/106139-401000

CITY OF HATTIESBURG
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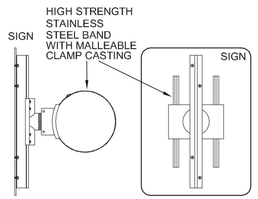
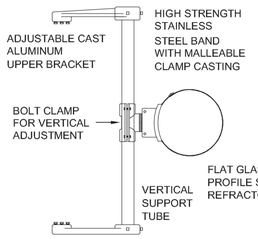
TYPICAL DETAILS OF CONTROLLER CABINETS MOUNTINGS, TYPE 1 POLE ATTACHEMENTS, AND MISCELLANEOUS DETAILS

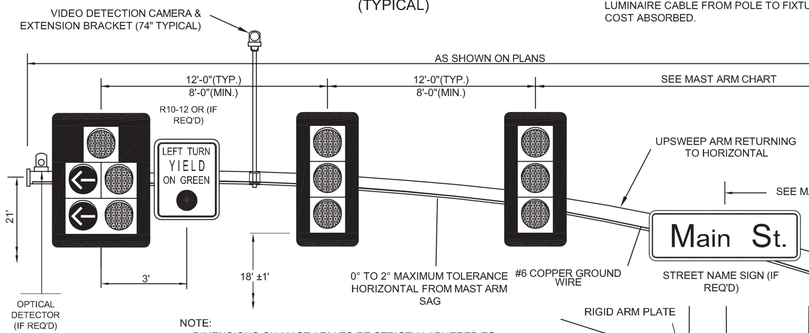
WORKING NUMBER:	DRAWING NUMBER:
TSD-5	24



MAST ARM SIGN BRACKET (TYPICAL)



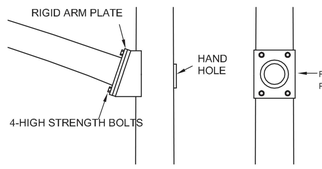
SIGNAL MOUNTING BRACKET (TYPICAL)



NOTE:
DIMENSIONS ON MAST ARM TO BE STRICTLY ADHERED TO, INCLUDING HORIZONTAL TOLERANCES AND SAGS. ANY POLE FAILING TO MEET THESE DIMENSIONS WILL BE REJECTED.

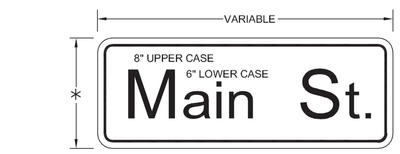
TYPE II POLE
TYPE II POLE - (SINGLE ARM)

TYPE III POLE
TYPE III POLE - (DOUBLE ARM)



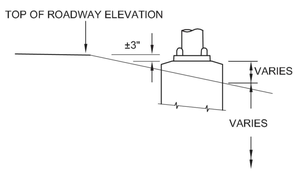
MAST ARM ATTACHMENT

VIDEO CAMERA MOUNTING NOTE :
TYPICAL BEST ALIGNMENT FOR SIGNAL MAST ARM INSTALLATION IS LINING UP THE CAMERA IN LINE WITH THE LANE LINE BETWEEN THE LEFT TURN AND THROUGH LANES FOR 3 LANE APPROACH OR CENTERING TOTAL APPROACH LANES FOR NON 3 LANE APPROACH LANES.

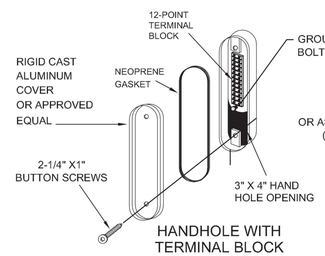


STREET NAME SIGNS (TYPICAL)(IF REQUIRED)

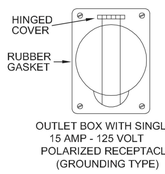
* HEIGHT = 1'-6" FOR SINGLE NAME, 2'-0" FOR 2 NAMES
THICKNESS = 0.1" WHITE TYPE IX SHEETING
ON GREEN TYPE III SHEETING
8" UPPER CASE, 6" LOWER CASE LETTERS; SERIES "C"
STREET NAME SIGNS REQUIRE A MINIMUM OF 2 MOUNTING BRACKETS (30" MAXIMUM SPACING BETWEEN BRACKETS)
(COST ABSORBED)



LOW SHOULDER FOUNDATION DETAIL



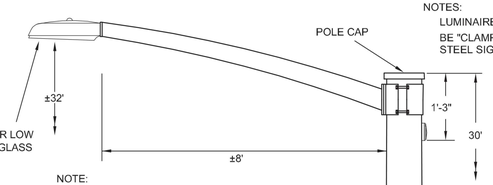
HANDHOLE WITH TERMINAL BLOCK



OUTLET BOX WITH SINGLE 15 AMP - 125 VOLT POLARIZED RECEPTACLE (GROUNDING TYPE)

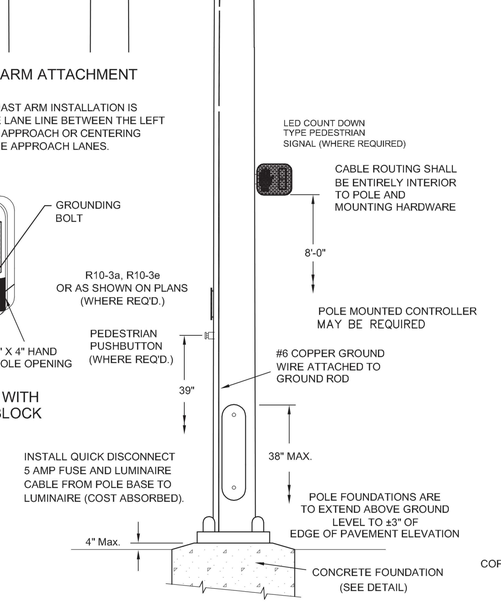
OUTLET

NOTES:
LUMINAIRE ARM SHALL BE "CLAMPED" ONTO STEEL SIGNAL POLE.



NOTE:
LUMINAIRE AND PHOTOELECTRIC CONTROL 250 WATT H.P.S. LIGHT FIXTURE WITH 250 WATT LAMPS OR AS NOTED ON THE PLANS AND PHOTO CELL TO BE PROVIDED BY THE CONTRACTOR. (COST ABSORBED) LUMINAIRE CABLE FROM POLE TO FIXTURE SHALL BE COST ABSORBED.

TYPE IV POLE
(SINGLE OR DOUBLE ARM)



STEEL MAST ARM POLE DETAIL

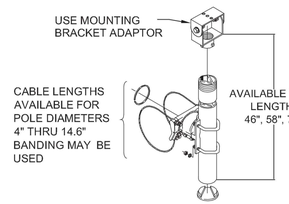
NOTES:
1. WIRE ENTRANCE TO MAST ARM WILL BE FIELD DRILLED TO CORRESPOND TO THE LOCATION OF THE SIGNAL HEADS WHEN ALIGNED IN FIELD.

2. RED SECTION INDICATIONS TO BE APPROXIMATELY SAME HEIGHT.

3. EXACT DIMENSIONS AND LOCATIONS OF ANCHOR BOLTS TO BE SUPPLIED BY THE POLE MANUFACTURER.

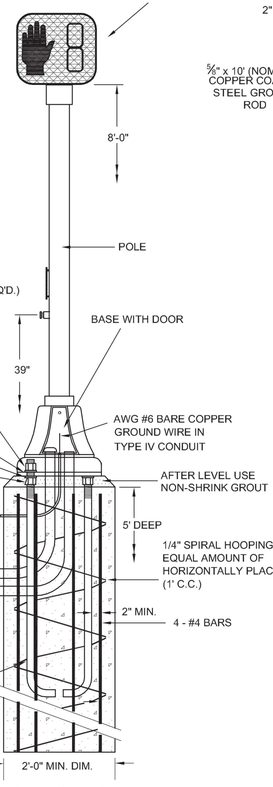
4. THE CONTRACTOR SHALL PROVIDE MAST ARM POLE DESIGN CERTIFICATION AND CALCULATIONS AS OUTLINED IN SECTION 722.02 OF STANDARD SPECIFICATIONS. DESIGN STANDARD FOR MAST ARMS POLES SHALL BE 2001 AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS. USE FATIGUE CATEGORY II. DO NOT CONSIDER GALLOPING OR TRUCK FORCES. USE 50 YEAR DESIGN LIFE. WIND AND ICE LOADS VARIABLE BASED UPON MAPS IN THE 2001 AASHTO SPECIFICATION. USE UPSWEPT MAST ARMS.

5. #6 COPPER GROUND WIRE INSIDE POLE AND MAST ARM TO BE COST ABSORBED.



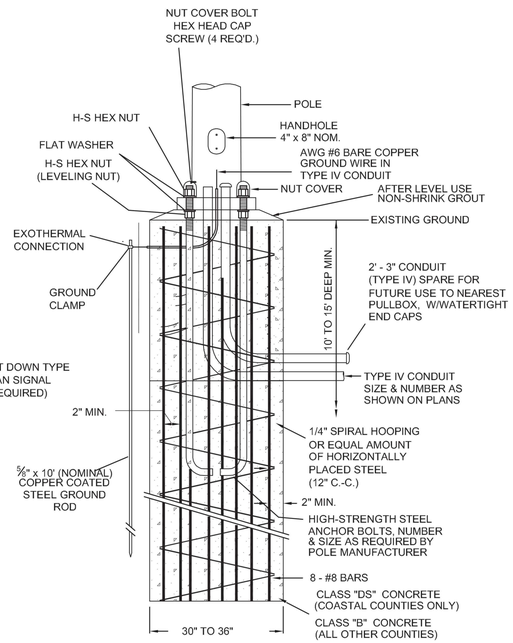
NOTE:
TYPICAL TUBE LENGTH IS 74", BUT ARE AVAILABLE UP TO 15'.

46" TO 74" EXTENSION BRACKET HORIZONTAL OR VERTICAL MOUNT



PEDESTAL POLE DETAIL
CLASS "DS" CONCRETE (COASTAL COUNTIES ONLY)
CLASS "B" CONCRETE (ALL OTHER COUNTIES)

TYPE V POLE (TRAFFIC SIGNAL) TYPE VI POLE (PEDESTRIAN SIGNAL)



STEEL MAST ARM POLE FOUNDATION DETAIL

GENERAL FOUNDATION NOTES
1. EXACT DIMENSIONS AND LOCATIONS OF ANCHOR BOLTS TO BE SUPPLIED BY THE MANUFACTURER. ANY FOUNDATIONS FAILING TO MEET MINIMUM DIMENSIONS WILL BE REJECTED.

2. DRY SHAFT EXCAVATION MUST MEET REQUIREMENTS OF SECTION 803.03.2.3.2. IF GROUNDWATER OR HOLE INSTABILITY IS ENCOUNTERED, SLIP CASING AND 10' TREMIE SHALL BE REQUIRED.

3. WIND LOAD DETERMINES SHAFT DIAMETER AND DEPTH:

ALL TYPE IV 30' POLE SHAFT - USE 36" DIAMATER, 15' DEPTH

COASTAL COUNTIES (140mph) - 36" DIAMETER, 15' DEPTH WITH SLIP CASING.

100mph to 130mph - 36" DIAMETER, 15' DEPTH, SLIP CASING NOT REQUIRED

ALL OTHER COUNTIES (90mph) -
SINGLE MAST ARM: 30" DIAMETER, 10' DEPTH
DOUBLE MAST ARM: 36" DIAMETER, 12' DEPTH
*SEE WIND LOAD MAP IN 2001 AASHTO GUIDELINES.

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SAFE ROUTES TO SCHOOL
WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP-0210-00(024) LPA/106139-401000

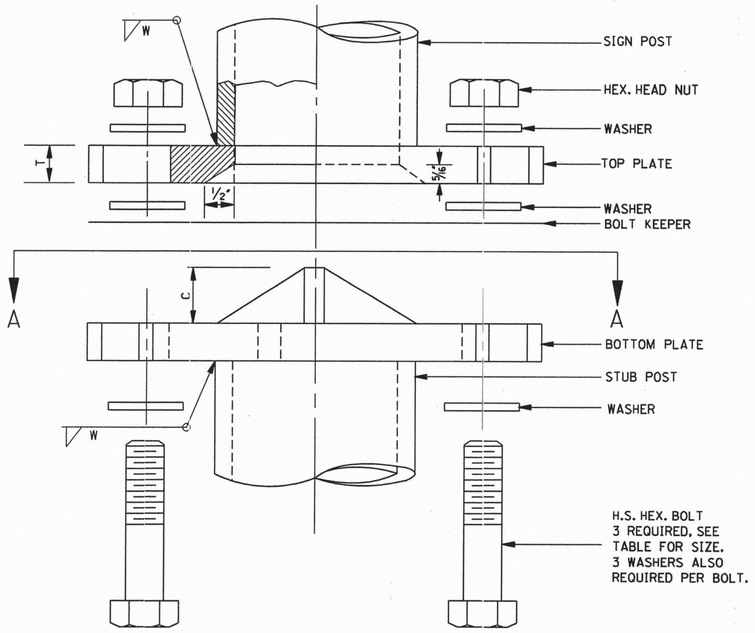
CITY OF HATTIESBURG
FORREST COUNTY, MS

NEEL-SCHAFFER
Solutions you can build upon

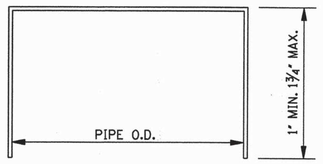
MAST ARM AND PEDESTAL POLE DETAILS FOR TRAFFIC SIGNAL INSTALLATION

WORKING NUMBER:	DRAWING NUMBER:
TSD-6	25

STATE	PROJECT NO.
MISS.	

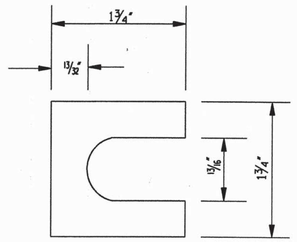


MULTI–DIRECTIONAL SIGN POST & STUB POST



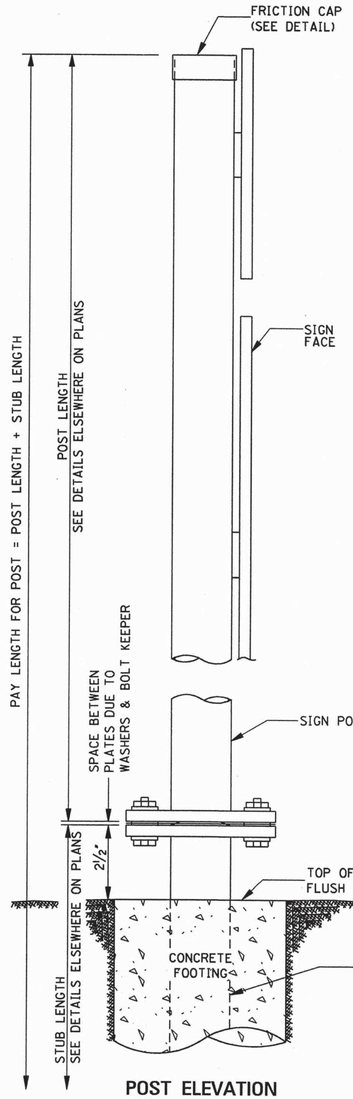
FRICTION CAP DETAIL

NOTE: SEE NOTE 3

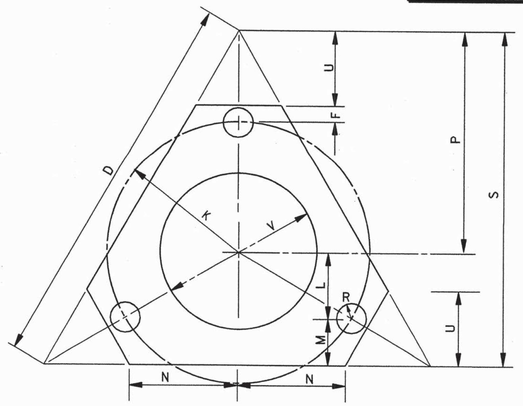


SHIM DETAIL

NOTE: FURNISH 2-0.012" ± THICK AND 2-0.032" ± THICK SHIMS PER POST. SHIMS SHALL BE FABRICATED FROM BRASS SHIM STOCK OR STRIP CONFORMING TO ASTM B 36.

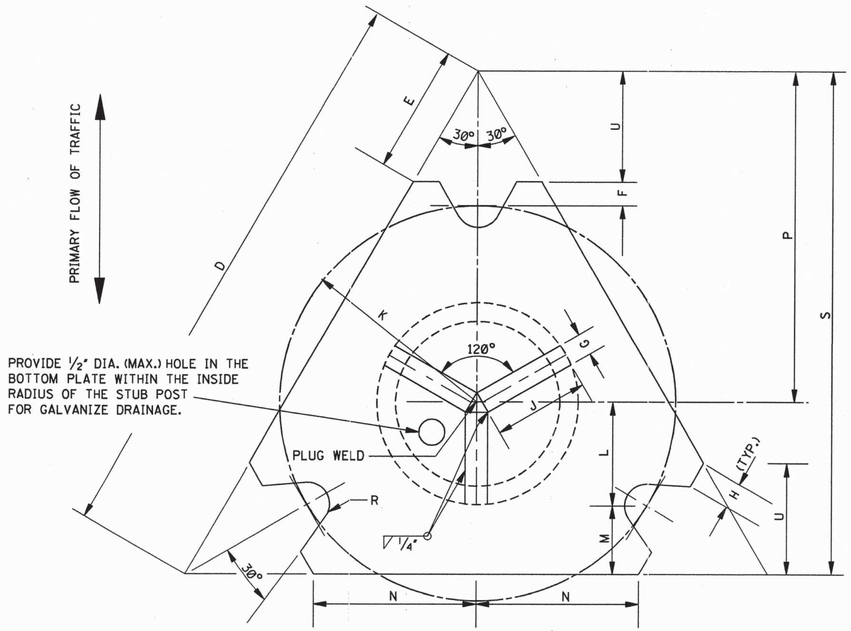


POST ELEVATION



BOLT KEEPER PLATE DETAIL

NOTE: TO BE FABRICATED FROM 28 GAGE THICK GALVANIZED STEEL. TO BE INSTALLED AS SHOWN IN DETAIL AT UPPER LEFT.



SECTION A–A

NOTE: SEE DATA TABLE FOR DIMENSIONS

GENERAL NOTES: (SEE SN-6 FOR ADDITIONAL GENERAL NOTES)

1. THE TOP PLATE OF THE TRIANGULAR SLIP BASE SHALL HAVE THE SAME EXTERIOR DIMENSIONS AS THE BOTTOM PLATE. THE LIFTING CONE SHALL BE WELDED TO THE BOTTOM PLATE ONLY. A HOLE EQUAL TO THE INSIDE DIAMETER OF THE SIGN POST SHALL BE CUT THROUGH THE CENTER OF THE TOP PLATE WITH THE HOLE EDGE BEVELED AS DETAILED. TOP & BOTTOM PLATES SHALL BE SYMMETRICAL FOR THE PURPOSE OF ASSEMBLY IN ANY POSITION.

2. BASE CONNECTION ASSEMBLY AS FOLLOWS:
   - A. ASSEMBLE POST TO STUB WITH 3 BOLTS AND WITH 3 FLAT WASHERS PER BOLT.
   - B. SHIM AS REQUIRED TO PLUMB POST.
   - C. TIGHTEN ALL BOLTS THE MAXIMUM POSSIBLE WITH A 12" TO 15" WRENCH TO BED WASHERS, KEEPER PLATE, SHIMS AND TO CLEAN THREADS.
   - D. LOOSEN EACH BOLT IN TURN & RETIGHTEN IN A SYSTEMATIC ORDER TO PRESCRIBED TORQUE. (SEE BASE CONNECTION DATA TABLE).
   - E. BURR THREADS AT JUNCTION WITH NUT WITH A CENTER PUNCH TO PREVENT NUT FROM LOOSENING.

3. FRICTION CAPS TO BE MANUFACTURED FROM HOT ROLLED OR COLD ROLLED STEEL SHEETS. FOR ALL PIPE SIZES, MINIMUM THICKNESS SHALL BE 20 GAGE SHEET METAL. RIM EDGES SHALL BE REASONABLY STRAIGHT AND SMOOTH. CAPS SHALL BE SIZED AND FORMED IN SUCH A MANNER AS TO PROVIDE A DRIVE-ON FRICTION FIT AND HAVE NO TENDENCY TO ROCK WHEN SEATED ON PIPE. THE DEPTH SHALL BE SUFFICIENT TO GIVE POSITIVE PROTECTION AGAINST ENTRANCE OF RAINWATER. THEY SHALL BE FREE OF SHARP CREASES OR INDENTATIONS AND SHOW NO SIGNS OF METAL FRACTURE. ALL CAPS TO BE SAME IN SHAPE AND GENERAL APPEARANCE AS APPROVED BY THE ENGINEER.

4. STUB PROJECTION SHOULD BE MEASURED OVER A 5'-0" CHORD AS PER AASHTO SPECIFICATIONS, LATEST EDITIONS. SEE SHEET SN-6A FOR DIAGRAM.

BASE CONNECTION DATA TABLE

DIMENSIONS NOMINAL PIPE SIZES	BOLT SIZE & TORQUE	T	W	C	*D	*E	F	G	*H	J	K	L	M	*N	P	S	U	V	R
3" 3½"	⅝" X 2½" 300 in · lbs	⅝"	⅜"	1"	10⅜"	2⅝"	½"	⅜"	½"	1¾"	3½"	1¾"	1¼"	2⅞"	6"	9"	2"	4¼"	11/32"
4" 5"	¾" X 3" 500 in · lbs	⅞"	7/16"	1 7/16"	13"	2⅞"	½"	⅜"	⅝"	2½"	4½"	2¼"	1½"	3⅝"	7½"	11¼"	2½"	5¾"	13/32"

*NOTE: APPROXIMATE DIMENSIONS

BY	REVISION	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

BREAKAWAY SIGN SUPPORTS

WORKING NUMBER SN-6B

ISSUE DATE: OCTOBER 1, 1998

SHEET NUMBER 231

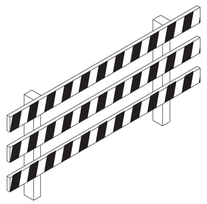
STATE	PROJECT NO.
MISS.	



TYPE I



TYPE II



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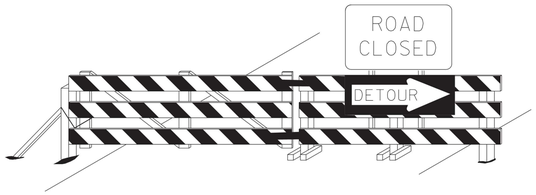
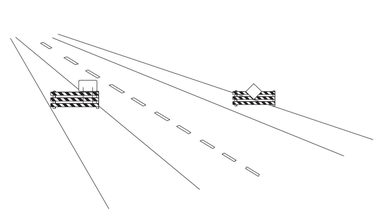
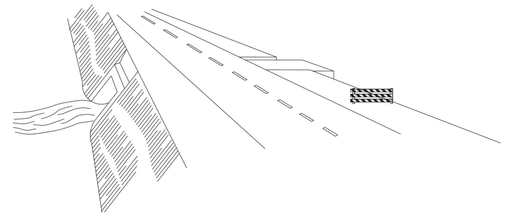


BARRICADE CLOSING A ROAD





WING BARRICADES

1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.

2. WING BARRICADES SHOULD BE USED:
   A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
   B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.

STANDARD BARRICADES

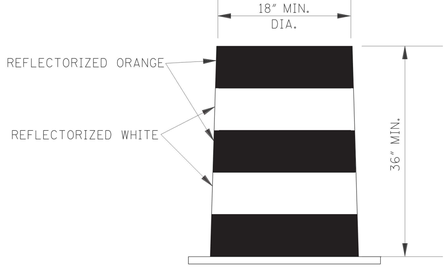
1. A TYPE I BARRICADE CONSISTS OF ONE (1) HORIZONTAL RAIL SUPPORTED BY A DEMOUNTABLE FRAME OR A LIGHT "A" FRAME. A TYPE I BARRICADE NORMALLY WOULD BE USED ON CONVENTIONAL ROADS OR URBAN STREETS AND ARTERIALS.
2. A TYPE II BARRICADE CONSISTS OF TWO (2) HORIZONTAL RAILS ON A LIGHT "A" FRAME. TYPE II BARRICADES ARE INTENDED FOR USE ON EXPRESSWAYS AND FREEWAYS AND OTHER HIGH-SPEED ROADWAYS.
3. TYPE I AND TYPE II BARRICADES ARE INTENDED FOR USE WHERE THE HAZARD IS RELATIVELY SMALL AS, FOR EXAMPLE, ON CITY STREETS, OR FOR THE MORE OR LESS CONTINUOUS DELIMITING OF A RESTRICTED ROADWAY, OR FOR TEMPORARY DAYTIME USE.
4. A TYPE III BARRICADE CONSISTS OF THREE (3) HORIZONTAL RAILS SUPPORTED BY FIXED POSTS, A RIGID SKID, A HEAVY DEMOUNTABLE FRAME OR A HEAVY, HINGED "A" FRAME.
5. TYPE III BARRICADES ARE INTENDED FOR USE ON CONSTRUCTION AND MAINTENANCE PROJECTS AS WING BARRICADES AND AT ROAD CLOSURES, WHERE THEY MUST REMAIN IN PLACE FOR EXTENDED PERIODS.
6. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
7. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
8. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.

BARRICADE CHARACTERISTICS

	I	II	III
WIDTH OF RAIL **	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL**	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF REFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS
TYPE OF FRAME	LIGHT	LIGHT "A" FRAME	POST OR SKID

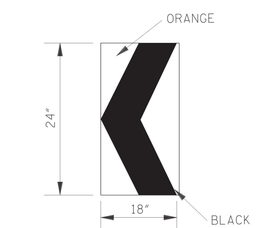
* 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.

** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in^2 OF REFLECTIVE AREA FACING TRAFFIC.



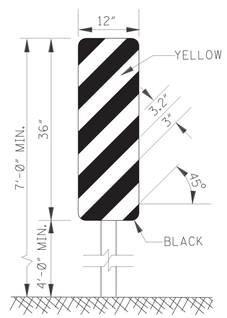
PLASTIC DRUM STRIPING DETAIL

1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) REFLECTORIZED, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHALL BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.



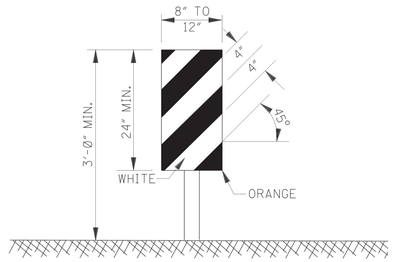
CHEVRON SIGN DETAIL

1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON FIXED POST OR RIGID SKID.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHALL BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.



TYPE 3 OBJECT MARKER (OM–3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



VERTICAL PANEL

1. VERTICAL PANELS CONSIST OF AT LEAST ONE PANEL 8" TO 12" IN WIDTH AND A MINIMUM OF 24" IN HEIGHT.
2. THE DIAGONAL STRIPES SHALL SLOPE DOWNWARD IN THE DIRECTION THAT TRAFFIC IS TO PASS THE PANEL. THE PANELS SHALL BE MOUNTED WITH THE TOP A MINIMUM OF 36" ABOVE THE ROADWAY ON A SINGLE LIGHTMASS POST.
3. VERTICAL PANELS USED ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH-SPEED ROADWAYS SHALL HAVE A MINIMUM OF 270 in^2 OF RETROREFLECTIVE AREA FACING TRAFFIC.
4. FOR TWO-WAY TRAFFIC OPERATIONS, BACK-TO-BACK PANELS SHALL BE USED.

GENERAL NOTES:

1. MARKINGS ON ALL DEVICES SHOWN ON THIS SHEET SHALL BE HIGH INTENSITY REFLECTIVE SHEETING.
2. THE TRAFFIC CONTROL PLAN WILL LIST THE VARIOUS TRAFFIC CONTROL DEVICES REQUIRED FOR EACH PROJECT.

BY | REVISION | DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS

WORKING NUMBER
SDTCP-10
SHEET NUMBER

FILENAME: SDTCP-10_06012012.DGN
DESIGN TEAM _____ CHECKED _____ DATE 6/1/2012

PLAN
ROADWAY DESIGN DIVISION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

6/20/2012 11:31 PM SDTCP-10_06012012.DGN

STATE	PROJECT NO.
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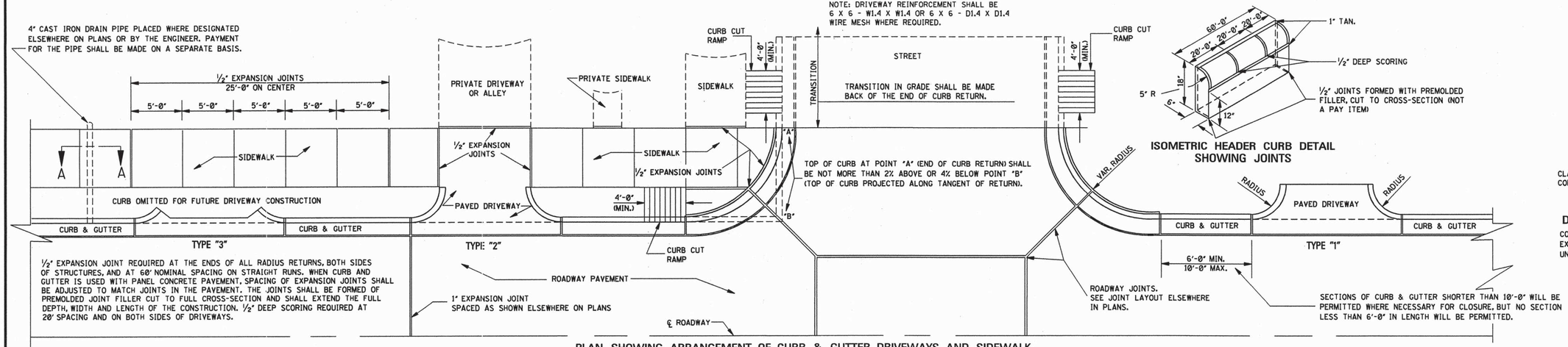
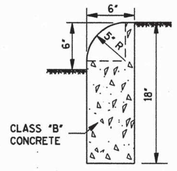


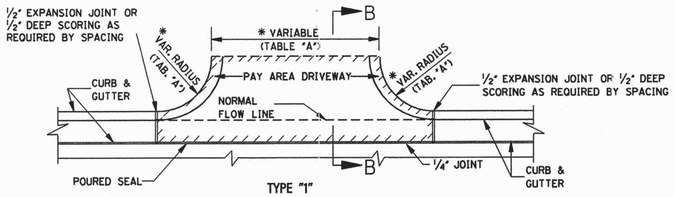
PLAN SHOWING ARRANGEMENT OF CURB & GUTTER, DRIVEWAYS AND SIDEWALK

ISOMETRIC HEADER CURB DETAIL SHOWING JOINTS



DETAIL OF HEADER CURB

CONTRACTION JOINTS REQUIRED AT 20' O.C.
EXPANSION JOINTS REQUIRED AT 60' O.C.
UNLESS OTHERWISE DIRECTED BY ENGINEER.

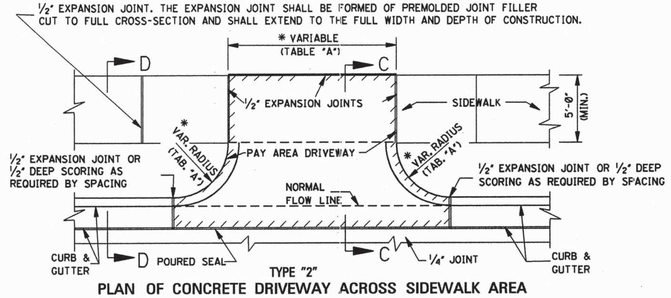


PLAN OF CONCRETE DRIVEWAY

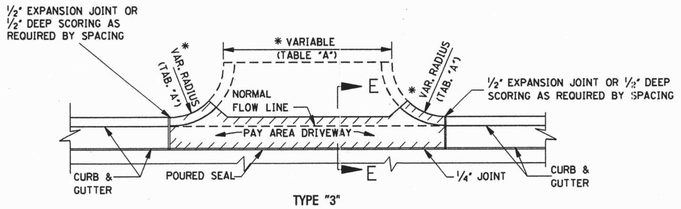
11.058 yd² FOR DRIVEWAY 16'-0" IN WIDTH.
0.574 yd² FOR EACH ADDED OR SUBTRACTED FOOT OF WIDTH.
NOTE: THIS DRIVEWAY AREA EXAMPLE IS COMPUTED ON THE BASIS OF 3'-0" RADIUS. PAYMENT FOR CURB RADIUS SHALL BE INCLUDED IN COMPENSATION FOR DRIVEWAY.

*TABLE "A"

DRIVEWAY TYPE	DRIVEWAY WIDTH (ft)	CURB RETURN RADIUS (ft)
RESIDENTIAL	16'	3' - 10'
COMMERCIAL/ INDUSTRIAL	30' - 50'	5' - 30'

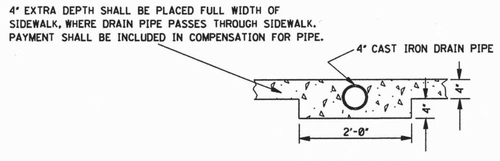


PLAN OF CONCRETE DRIVEWAY ACROSS SIDEWALK AREA

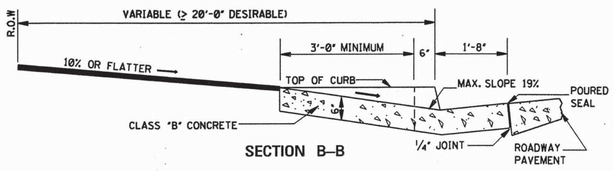


PLAN–CURB OMITTED FOR FUTURE DRIVEWAY CONSTRUCTION

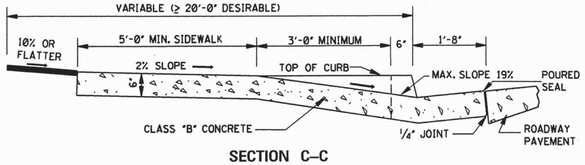
NOTE: THIS TYPE CONSTRUCTION SHALL BE USED WHERE DESIGNATED ELSEWHERE ON PLANS OR BY THE ENGINEER.



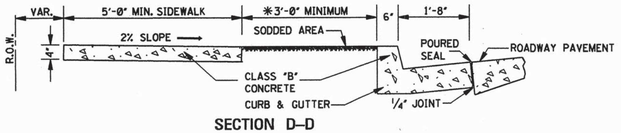
SECTION A–A



SECTION B–B

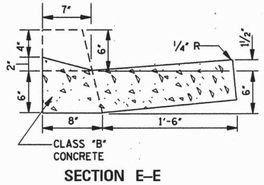


SECTION C–C

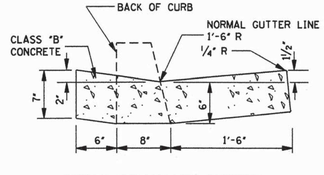


SECTION D–D

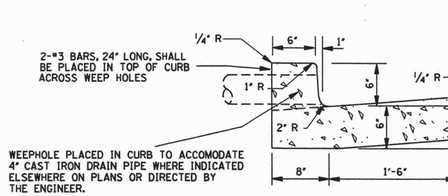
*NOTE: THE 3'-0" BUFFER SHOWN IS FOR A BUFFER ZONE. BUFFER ZONE IS NOT REQUIRED UNLESS INDICATED ELSEWHERE ON PLANS.



SECTION E–E

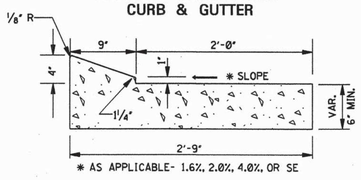


DETAIL OF VALLEY GUTTER



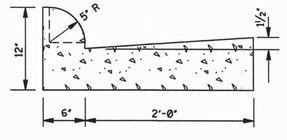
TYPE "1"

DETAIL OF COMBINATION CURB & GUTTER



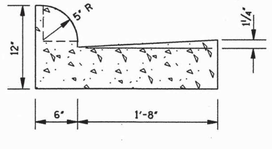
TYPE "2"

DETAIL OF COMBINATION CURB & GUTTER



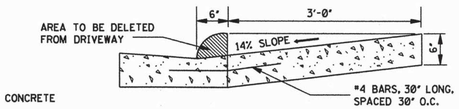
TYPE "3A"

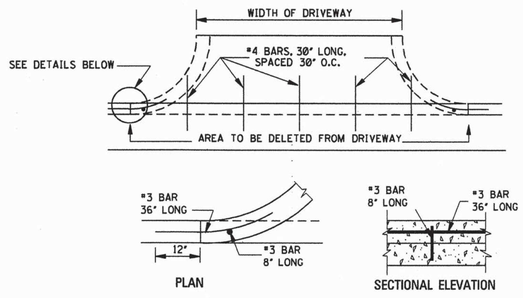
DETAIL OF COMBINATION CURB & GUTTER



TYPE "3B"

DETAIL OF COMBINATION CURB & GUTTER





PERMISSIBLE DRIVEWAY CONSTRUCTION METHOD FOR SLIP–FORM PLACEMENT OF CURB & GUTTER

GENERAL NOTES:

1. THE STANDARD SPECIFICATIONS ADOPTED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION SHALL, UNLESS OTHERWISE SPECIFIED HEREIN, APPLY TO ALL ITEMS INCLUDED ON THIS DRAWING.
2. TRAVERSE CONTRACTION JOINTS ARE REQUIRED AT 20' ON CENTER FOR ALL CONCRETE DRIVEWAYS THAT EXTEND PAST THE END OF THE CURB RETURN. A ½" WIDE EXPANSION JOINT IS REQUIRED AT THE END OF THE CURB RETURN AND AT 60' ON CENTER THROUGHOUT THE LENGTH OF THE DRIVEWAY. A LONGITUDINAL CONTRACTION JOINT IS REQUIRED FOR ALL DRIVEWAYS EXCEEDING 20' IN WIDTH.
3. SEE SHEET CCR-1 FOR DETAILS OF CURB-CUT RAMPS.

BY	REVISION	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

DRIVEWAYS, CURB & GUTTER & SIDEWALK

DEPARTMENT OF TRANSPORTATION ENGLISH MISSISSIPPI

WORKING NUMBER SD-1

ISSUE DATE: OCTOBER 1, 1998

SHEET NUMBER 287

STATE	PROJECT NO.
MISS.	

NOTES:

1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS ARE TO BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).

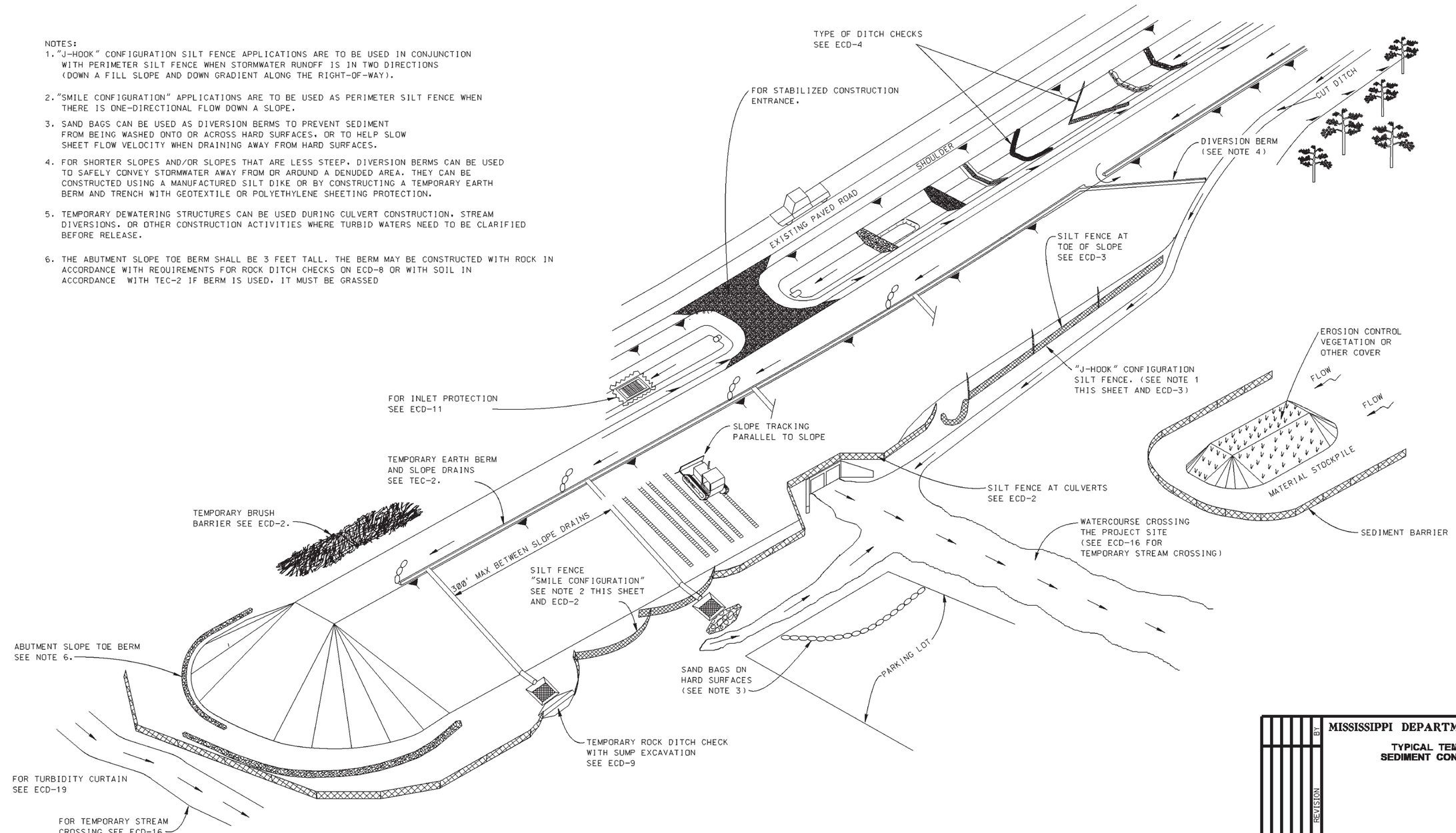
2. "SMILE CONFIGURATION" APPLICATIONS ARE TO BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.

3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.

4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING A MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.

5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.

6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FEET TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON ECD-8 OR WITH SOIL IN ACCORDANCE WITH TEC-2 IF BERM IS USED. IT MUST BE GRASSED



BY	REVISION	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

TYPICAL TEMPORARY EROSION/ SEDIMENT CONTROL APPLICATIONS

WORKING NUMBER: ECD-1

SHEET NUMBER

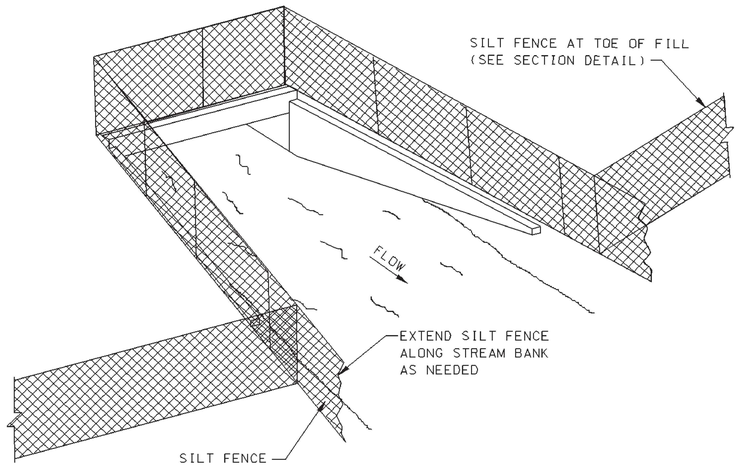
FILENAME: EROSION CONTROL\ECD-1.DGN

DESIGN TEAM _____ CHECKED _____ DATE _____

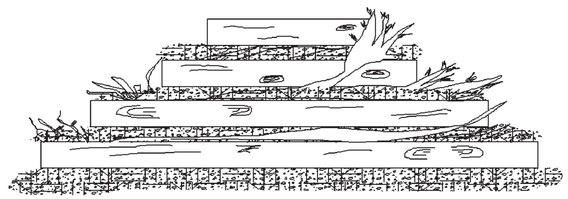
PLAN
ROADWAY DESIGN DIVISION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

1/19/2010 1:21:18PM ECD-1.DGN

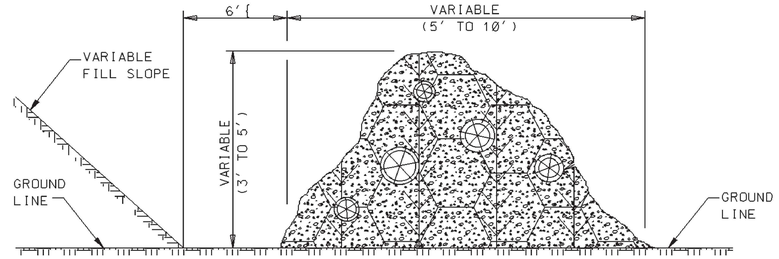
STATE	PROJECT NO.
MISS.	



SEDIMENT BARRIER AT CROSS DRAIN



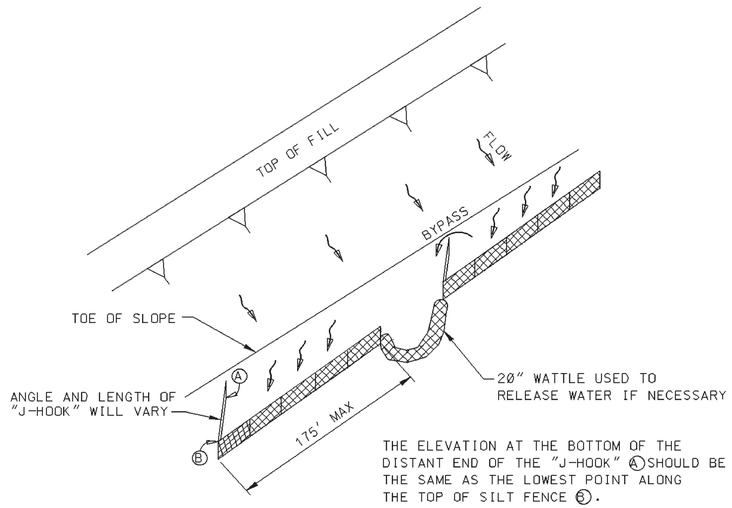
FRONT ELEVATION



SIDE ELEVATION

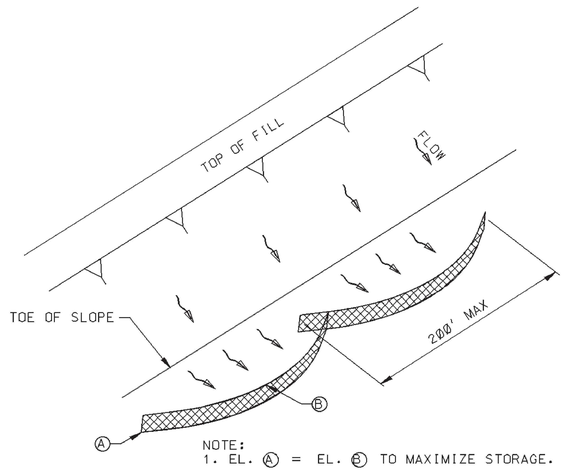
TEMPORARY BRUSH BARRIER

NOTES:
1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TOP TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC.
5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPERATE PAYMENT



THE ELEVATION AT THE BOTTOM OF THE DISTANT END OF THE "J-HOOK" Ⓐ SHOULD BE THE SAME AS THE LOWEST POINT ALONG THE TOP OF SILT FENCE Ⓑ.

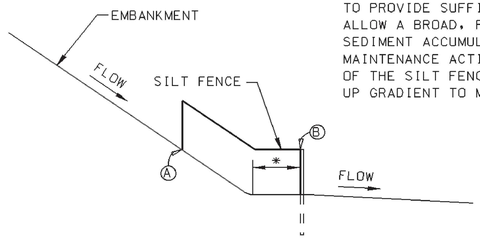
"J-HOOK" SILT FENCE APPLICATION



NOTE:
1. EL. Ⓐ = EL. Ⓑ TO MAXIMIZE STORAGE.

"SMILE-CONFIGURATION" SILT FENCE APPLICATION

NOTE:
1. ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON ECD-3



* SILT FENCE SHOULD BE LOCATED AWAY FROM THE TOE OF THE SLOPE TO PROVIDE SUFFICIENT SPACE TO ALLOW A BROAD, FLAT AREA FOR SEDIMENT ACCUMULATION AND MAINTENANCE ACTIVITIES. THE ENDS OF THE SILT FENCE SHOULD BE TURNED UP GRADIENT TO MAXIMIZE STORAGE.

SILT FENCE SECTION AT TOE OF FILL

PLAN
ROADWAY DESIGN DIVISION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

1/20/2010 8:08 AM ECD-2.DGN

REVISION | BY | DATE

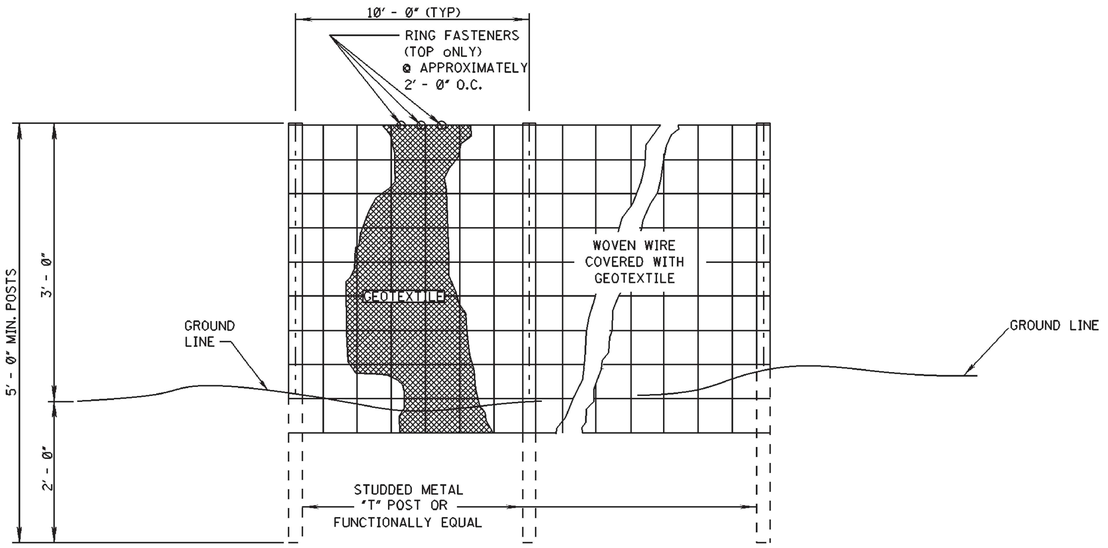
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DETAILS OF SEDIMENT BARRIER APPLICATIONS

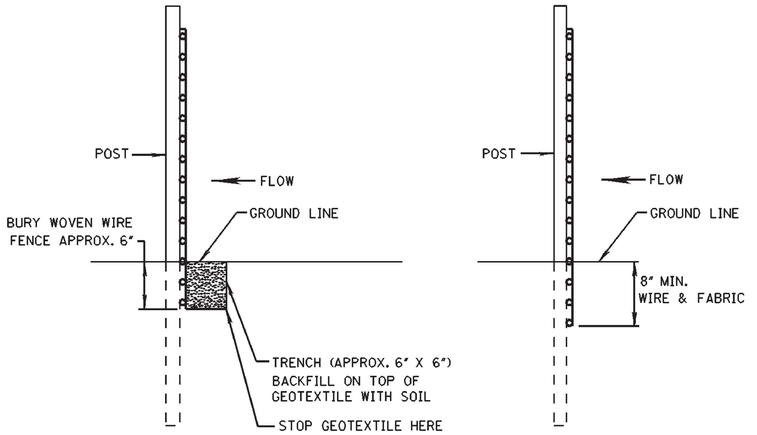
FILENAME: EROSION CONTROL\ECD-2.DGN
DESIGN TEAM CHECKED DATE

WORKING NUMBER
ECD-2
SHEET NUMBER

STATE	PROJECT NO.
MISS.	



ELEVATION VIEW

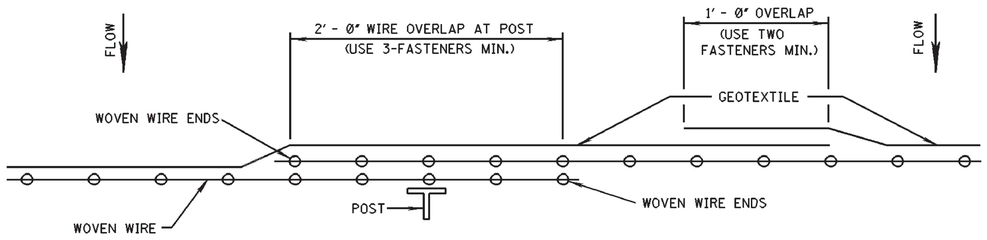


METHOD I

METHOD II
MECHANICAL INSTALLATION

SIDE VIEW

NOTES:
1. SILT FENCES SHALL BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR A BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHEREVER POSSIBLE SILT FENCE SHALL BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTUREED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF THE DETAIL.
7. WIRE SHALL BE MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE,



PLAN VIEW

REQUIRED LAPPING

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DETAILS OF SILT FENCE INSTALLATION

BY | REVISION | DATE

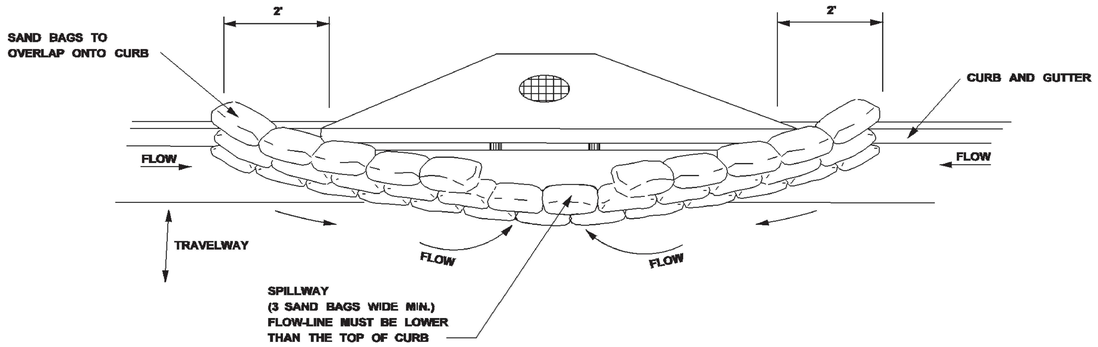
WORKING NUMBER
ECD-3
SHEET NUMBER

FILENAME: EROSION CONTROL\ECD-3.DGN
DESIGN TEAM _____ CHECKED _____ DATE _____

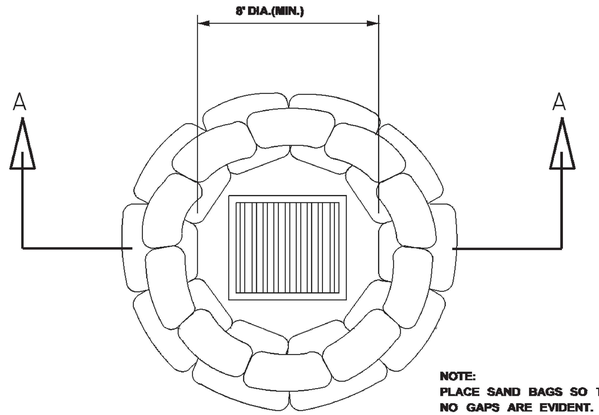
PLAN
ROADWAY DESIGN DIVISION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

1/20/2010 8:09 AM ECD-3.DGN

STATE	PROJECT NO.
MISS.	

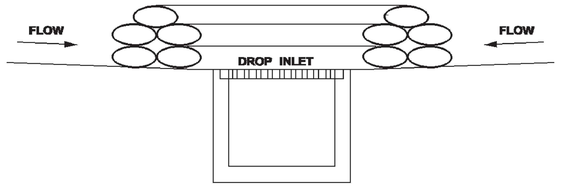


TYPICAL (SAND BAG) PROTECTION FOR INLET IN SAG

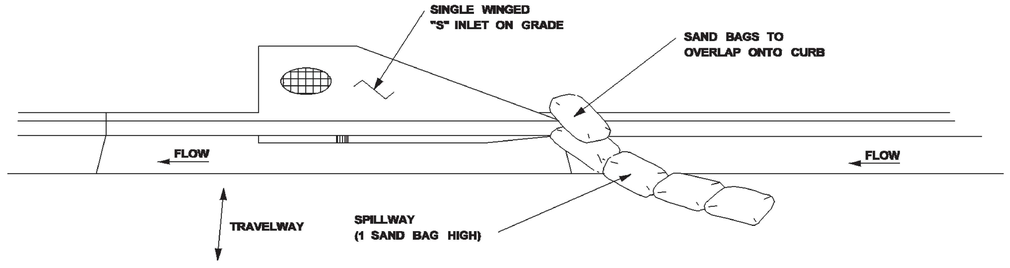


NOTE:
PLACE SAND BAGS SO THAT
NO GAPS ARE EVIDENT.
3 BAGS HIGH AND STAGGERED.
(80 BAGS MIN.)

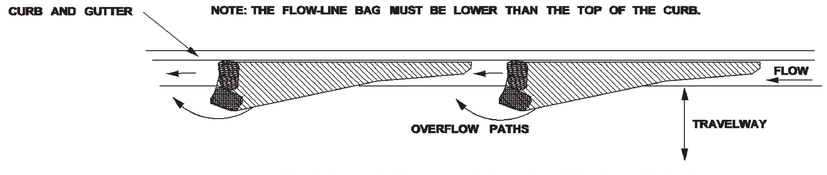
DROP INLET
PLAN VIEW



SECTION A-A
SAND BAG BARRIER



TYPICAL (SAND BAG) PROTECTION FOR INLET ON GRADE



CURB AND GUTTER SEDIMENT
CONTAINMENT SYSTEM

CURB INLET PROTECTION NOTES:

1. THIS CURB INLET PROTECTION METHOD CAN BE USED DURING ANY STAGE OF BASE AND PAVEMENT CONSTRUCTION.
2. BAG HEIGHT AND NUMBER OF BAGS SHOULD BE BASED ON CURB HEIGHT AND USE OF TRAVELWAY.
3. SEDIMENT SHOULD BE CONTROLLED PRIOR TO ENTERING GUTTER. GUTTER CHECKS AND INLET PROTECTION ARE FOR SECONDARY CONTROL.
4. REMOVE ACCUMULATED SEDIMENT AFTER EVERY RAINFALL. SWEEP SEDIMENT FROM HARD SURFACES AND DISPOSE OF APPROPRIATELY AWAY FROM INLETS AND/OR WATER BODIES.
5. IF DENUDED AREAS EXIST BEHIND THE INLET, A SEDIMENT BARRIER SHOULD BE INSTALLED AROUND IT'S PERIMETER TO CONTROL SEDIMENT.

REVISION	BY	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

INLET PROTECTION
DETAILS OF SAND BAG

WORKING NUMBER
ECD-14
SHEET NUMBER

FILENAME: EROSION CONTROL\ECD-14.DGN
DESIGN TEAM_____CHECKED_____DATE_____

PLAN
ROADWAY DESIGN DIVISION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

1/20/2010 9:33 AM ECD-14.DGN

SPECIAL PROVISIONS, PROPOSAL AND CONTRACT DOCUMENTS
FOR
THE CONSTRUCTION OF SIDEWALK

SRSP 0210-00(024) LPA/106139-401000

WOODLEY SIDEWALK PROJECT

FOR THE

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY

2013

PREPARED BY

GEOFFREY PAUL CROSBY
LICENSED PROFESSIONAL ENGINEER
19984
STATE OF MISSISSIPPI
6/10/2013

NEEL-SCHAFFER
Solutions you can build upon

BIDDER CHECK LIST
(FOR INFORMATION ONLY)

_____ All unit prices and item totals have been entered in accordance with Subsection 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction.

_____ First sheet of SECTION 905--PROPOSAL has been completed.

_____ Second sheet of SECTION 905--PROPOSAL has been completed and signed.

_____ Addenda, if any, have been acknowledged. Second sheet of Section 905 listing the addendum number has been substituted for the original second sheet of Section 905. Substituted second sheet of Section 905 has been properly completed, signed, and added to the proposal.

_____ DBE/WBE percentage, when required by contract, has been entered on last sheet of the bid sheets of SECTION 905 - PROPOSAL.

_____ Form DBE-5, when required by contract, has been completed and signed.

_____ The last sheet of the bid sheets of SECTION 905--PROPOSAL has been signed.

_____ Combination Bid Proposal of SECTION 905--PROPOSAL has been completed for each project which is to be considered in combination (See Subsection 102.11).

_____ Equal Opportunity Clause Certification, when included in contract, has been completed and signed.

_____ The Certification regarding Non-Collusion, Debarment and Suspension, etc. has been executed in duplicate.

_____ A certified check, cashier's check or bid bond payable to the Local Public Agent in the principal amount of 5% of the bid has been included with project number identified on same. Bid bond has been signed by the bidder and has also been signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent for the Surety with Power of Attorney attached.

_____ The Notice To Bidders regarding DUNS Requirements has been completed and included in the contract documents.

Return the proposal and contract documents in its entirety in a sealed envelope. DO NOT remove any part of the contract documents; exception - an addendum requires substitution of second sheet of Section 905. A stripped proposal is considered as an irregular bid and will be rejected.

Failure to complete any or all of the applicable requirements will be cause for the proposal to be considered irregular.

CONTENTS

PROJECT: WOODLEY SIDEWALK PROJECT
PROJECT NO. SRSP-0210-00(024)LPA/106139-401000
CITY OF HATTIESBURG, MISSISSIPPI

Bidder's Checklist

Section 901 - Advertisement for Bids

Section 904 - Notice to Bidders

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#2LPA:	Designating Owner and Engineer
#3:	Final Cleanup
#151:	Gopher Tortoises
#640:	Fiber Reinforced Concrete
#883:	Payroll Requirements
#1322:	Non-use of Precast Drainage Units
#1405:	Errata and Modifications to the 2004 Standard Specifications
#1546:	Advancement of Materials
#1902LPA:	Disadvantaged Business Enterprise Forms
#1928:	Federal Bridge Formula
#2168:	Fuel and Material Adjustments
#2382:	Status of Right of Way with Attachments
#2596:	DBE Forms, Participation and Payment with Supplement
#2818:	Non-Quality Control / Quality Assurance Concrete
#3414:	DUNS Requirement
#3655:	Type III Barricade Rails
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Section 906 - County Wage Rates
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Required Federal Contract Provision Form FHWA-1273
Executive Order 11246

Section 907 -

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907-103-8:	Award and Execution of Contract
907-104-4:	Disposal of Materials
907-105-6:	Control of Work with Supplement
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907-108-13LPA:	Liquidated Damages
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907-108-24:	Prosecution and Progress with Supplement

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907-714-6:	Miscellaneous Materials with Supplement
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Section 905 - Proposal

- Instructions to Bidders
- Bid Schedule
- Certification with regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the filing of Required Reports
- Certification Regarding Non-Collusion, Debarment and Suspension

Section 902 - Contract Form

Section 903 - Contract Bond Forms

Executive Compensation Certification

Guidance for Federal Spending Transparency

OCR-481-LPA – Disadvantaged Business Enterprise List
OCR-485-LPA – List of Firms Submitting Quotes

(Revisions to the Above Will Be Indicated on the Second Sheet of Section 905 as Addenda)

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, _____, 2013 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. All bids so received will be 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 and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

The *2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction,* adopted by the Mississippi Department of Transportation, as referred to herein, may be purchased from the Mississippi Department of Transportation.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Hattiesburg as bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a performance and payment bond in the amount of 100 percent of the contract amount. Both bonds shall be signed or counter-signed by a Mississippi Resident Agent.

The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi prior to the hour and date above designated.

The City of Hattiesburg reserves the right to reject any or all proposals, to waive technicalities or irregularities, or to advertise for new proposals, and the decision of the City of Hattiesburg to reject any bid or proposal shall not be cause for any liability or damages against the City of Hattiesburg, any officers or employees.

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 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.

Eddie Myers, City Clerk
City of Hattiesburg, Mississippi

Dates of Publication:

_____, 2013

_____, 2013

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1 **CODE: (IS)**

DATE: **05/03/2004**

SUBJECT: **Governing Specifications**

The current (2004) Edition of the Standard Specifications for Road and Bridge Construction adopted by the Mississippi Transportation Commission is made a part hereof fully and completely as if it were attached hereto, except where superseded by special provisions, or amended by revisions of the Specifications contained herein. Copies of the specification book may be purchased from the MDOT Construction Division.

A reference in any contract document to controlling requirements in another portion of the contract documents shall be understood to apply equally to any revision or amendment thereof included in the contract.

In the event the plans or proposal contain references to the 1990 Edition of the Standard Specifications for Road and Bridge Construction, it is to be understood that such references shall mean the comparable provisions of the 2004 Edition of the Standard Specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 2 LPA **CODE: (SP)**

DATE: **07/09/2012**

SUBJECT: **Designating Owner and Engineer (Hattiesburg, Mississippi)**

PROJECT: **SRSP-0210-00(024) /106139-401000, Forrest County**

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof shall be interpreted to mean the *City of Hattiesburg, Mississippi*, the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Office Engineer, or Engineer shall be interpreted to mean the *Engineer for the City of Hattiesburg, Mississippi, Neel-Schaffer, Inc.*

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3 **CODE: (SP)**

DATE: **05/03/2004**

SUBJECT: **Final Clean-Up**

Immediately prior to final inspection for release of maintenance, the Contractor shall pick up, load, transport and properly dispose of all litter from the entire highway right-of-way that is within the termini of the project.

Litter shall include, but not be limited to, solid wastes such a glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

Litter removal is considered incidental to other items of work and will not be measured for separate payment.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 151 **CODE: (IS)**

DATE: 06/18/2004

SUBJECT: Gopher Tortoises

Bidders are hereby advised that the Contractor will be required to make special considerations regarding gopher tortoises on this project. In addition to the normal required documentation associated with borrow pits, the Contractor shall, for each site used to obtain or dispose of materials associated with this project, provide the Engineer with a letter from a qualified biologist certifying that the site was inspected prior to any clearing of vegetation or disposal of project materials and that the site is not inhabited by gopher tortoises, or appropriate avoidance measures have been installed. No individual lacking the proper State or Federal license shall touch or otherwise harass a gopher tortoise.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 640 **CODE: (IS)**

DATE: 09/26/2005

SUBJECT: Fiber Reinforced Concrete

Bidders are hereby advised that synthetic structural fibers meeting the requirements of Subsection 907-711.04 may be used in lieu of wire mesh in some items of construction. Substitution of fibers for wire mesh will be allowed in the construction of paved ditches, paved flumes, paved inlet apron, driveways, guard rail anchors and pile encasements. Substitution in any other items of work must be approved by the State Construction Engineer prior to use.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 883 **CODE: (IS)**

DATE: 04/28/2006

SUBJECT: Payroll Requirements

Bidders are hereby advised that the Contractor and Subcontractor(s) are required to submit payroll information to the Project Engineers on a weekly basis.

On Federal-Aid Projects, CAD-880, CAD-881 and certified payroll submissions are required each week the Contractor or a Subcontractor performs work on the project. This is addressed in Section V, page 6 of Form FHWA-1273.

On State-Funded Projects, CAD-880 is required each week the Contractor or a Subcontractor performs work on the project.

When no work is performed on either Federal-Aid and State-Funded Projects, the Contractor should only submit CAD-880 showing no work activities.

The Contractor shall make all efforts necessary to submit this information to the Project Engineer in a timely manner. The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to submit the required information. Submission of forms and payrolls shall be current through the first full week of the month for the estimate period in order for the Project Engineer to process an estimate.

Bidders are advised to review the requirements regarding payroll submissions in Section 110 of the Standard Specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1322 **CODE: (SP)**

DATE: 1/22/2007

SUBJECT: Non-Use of Precast Drainage Units

Bidders are hereby advised that the use of precast inlets and junction boxes will **NOT** be allowed on this project. Subsection 601.02.3 states that " the Contractor may request approval from the Engineer to furnish and install precast units in lieu of cast-in-place units". Should the Contractor make this request, the request will be denied.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1405 **CODE: (IS)**

DATE: 03/15/2007

SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

Page	Subsection	Change
101	201.01	In the second sentence of the first paragraph, change "salvable" to "salvageable".
107	202.04	In the fourth sentence of the fourth paragraph, change "yard" to "feet".
107	202.05	In the list of units measurements for 202-B, add "square foot".
132	211.03.4	In the second sentence of the second paragraph, change "planted" to "plated".
192	306.02.4	In the first line of the first paragraph, delete the word "be".
200	307.03.7	In the fourth sentence of the second paragraph, change "lime-fly ash" to "treated".
236	401.01	Change the header from "Section 403" to "Section 401".
242	401.02.3.2	In the first sentence of the third full paragraph, add "1/8" in the blank before the inch mark.
250	401.02.6.3	In the second sentence of the first paragraph on page 250, change "rutting over " " to "rutting over 1/8" ".
253	401.02.6.4.2	In the paragraph preceding the table, change "91.0" to "89.0".
259	401.03.1.4	In the first paragraph, change "92.0 percent" to "the specified percentage (92.0 or 93.0)".
269	403.03.2	In the table at the top of page 269, change the PI requirement from " = " to " $\leq$ ".

278	404.04	In the second sentence, change the subsection from "401.04" to "403.04".
283	409.02.2	Change "PG 64-22" to "PG 67-22".
294	413.02	In the first sentence of the second paragraph, change "707.02.1.3" to "Subsection 707.02.1.3".
340	511.04	In the second sentence of the second paragraph, change "412" to "512".
349	601.03.3	In the first sentence, change "804.03.2" to "804.03.5".
355	603.02	Change the subsection reference for Joint mortar from "707.03" to "714.11".
369	604.04	In the first sentence, change "601.04" to "Subsection 601.04".
427	619.04	Delete the second paragraph.
442	625.04	In the third paragraph, change "626.04" to "Subsection 626.04".
444	626.03.1.2	Delete the third sentence of the first paragraph.
464	631.02	Change the subsection reference for Water from "714.01.0" to "714.01.1".
570	682.03	Change the subsection number from "682-03" to "682.03".
575	683.10.4	Change the subsection number from "683.10.4" to "683.04".
575	683.10.5	Change the subsection number from "683.10.5" to "683.05".
596	701.02	In the table under the column titled "Cementations material required", change Class F, FA" to "Class F FA,".
603	702.11	In the first sentence, change "702.12" to "Subsection 702.12".
612	703.04.2	In the fifth paragraph, delete "Subsection 703.11 and".
616	703.07.2	In the Percentage By Weight Passing Square Mesh Sieves table, change the No. 10 requirement for Class 7 material from "30 - 10" to "30 - 100".

618	703.13.1	In the first sentence of the first paragraph, change "703.09" to "703.06".
618	703.13.2	In the first sentence, change "703.09" to "703.06".
671	712.06.2.2	In the first sentence, change "712.05.1" to "Subsection 712.05.1".
689	714.11.2	In the first sentence, change "412" to "512".
709	715.09.5	In the first sentence of the first paragraph, change "guage" to "gauge".
717	717.02.3.4	In the top line of the tension table, change "1 1/2" to "1 1/8" and change "1 1/8" to "1 1/2".
741	720.05.2.2	In the last sentence of this subsection, change "720.05.2.1" to "Subsection 720.05.2.1".
827	803.03.2.3.7.5.2	In the first sentence of the second paragraph, change "803.03.5.4" to "803.03.2.3.4".
833	803.03.2.6	In the first sentence, change "803.03.7" to "803.03.2.5".
854	804.02.11	In the last sentence of the first paragraph, change "automatically" to "automatic".
859	804.02.13.1.3	In the last sentence, change Subsection "804.02.12.1" to "804.02.12".
879	804.03.19.3.2	In the first sentence of the third paragraph, change "listed on of Approved" to "listed on the Approved".
879	804.03.19.3.2	In the last sentence of the last paragraph, change "804.03.19.3.1" to "Subsection 804.03.19.3.1".
962	814.02.3	In the first sentence, change "710.03" to "Subsection 710.03".
976	820.03.2.1	In the first sentence, change "803.02.6" to "803.03.1.7".
976	820.03.2.2	In the first sentence, change "803.03.9.6" to "803.03.1.9.2".
985	Index	Change the subsection reference for Petroleum Asphalt Cement from "702.5" to "702.05".

985	Index	Change the subsection reference for the Definition of Asphaltic Cement or Petroleum Asphalt from "700.2" to "700.02".
985	Index	Change the subsection reference for Automatic Batchers from "501.03.2.4" to "804.02.10.4".
986	Index	Delete "501.03.2" as a subsection reference for Batching Plant & Equipment.
988	Index	Change the subsection reference for the Central Mixed Concrete from "501.03.3.2" to "804.02.11".
988	Index	Change the subsection reference for the Concrete Batching Plant & Equipment from "501.03.2" to "804.02.11".
999	Index	Delete "501.03.3.3" as a subsection reference for Truck Mixers.
1001	Index	Change the subsection reference for Edge Drain Pipes from "605.3.5" to "605.03.5".
1002	Index	Change the subsection reference for Metal Posts from "713.05.2" to "712.05.2".
1007	Index	Change the subsection reference for Coarse Aggregate of Cement Concrete Table from "703.3" to "703.03".
1007	Index	Change the subsection reference for Composite Gradation for Mechanically Stabilized Courses Table from "703.8" to "703.08".
1009	Index	Delete "501.03.3.3" as a subsection reference for Truck Mixers and Truck Agitators.
1010	Index	Delete reference to "Working Day, Definition of".

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1546 **CODE: (SP)**

DATE: **05/23/2007**

SUBJECT: **Advancement of Materials**

Bidders are advised that **NO ADVANCEMENT OF MATERIALS**, as addressed in Subsection 109.06.2 of the Standard Specifications, will be allowed on this project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1902 LPA **CODE: (SP)**

DATE: **02/26/2010**

SUBJECT: **Disadvantaged Business Enterprise (DBE) Forms**

Anywhere in the plans, proposal and specifications where reference is made to Office of Civil Rights (OCR) Forms, it should be understood to mean Disadvantaged Business Enterprise (DBE) Forms.

The following are equivalent forms:

OCR-481	OCR-481 LPA	DBE-1
OCR-482	OCR-482 LPA	DBE-2
OCR-483	OCR-483 LPA	DBE-3
OCR-484	OCR-484 LPA	DBE-4
OCR-485	OCR-485 LPA	DBE-5
OCR-487	OCR-487 LPA	DBE-7

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1928 **CODE: (IS)**

DATE: **04/14/2008**

SUBJECT: **Federal Bridge Formula**

Bidders are hereby advised that Federal Highway Administration Publication No. FHWA-MC-94-007, **BRIDGE FORMULA WEIGHTS**, dated January 1994, is made a part of this contract when applicable.

Prior to the preconstruction conference, the Contractor shall advise the Engineer, in writing, what materials, if any, will be delivered to the jobsite via Interstate route(s).

Copies of the **BRIDGE FORMULA WEIGHTS** publication may be obtained by contacting:

Federal Highway Administration
400 7th Street, SW
Washington, DC 20590
(202) 366-2212

or

http://ops.fhwa.dot.gov/freight/sw/brdgcalc/calc_page.htm

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2168 **CODE: (SP)**

DATE: **11/03/2008**

SUBJECT: **Fuel and Material Adjustments**

Bidders are advised that **NO FUEL OR MATERIAL ADJUSTMENT**, as addressed in Subsection 109.07 of the Standard Specifications, will be allowed on this project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2382 **CODE: (IS)**

DATE: **02/12/2009**

SUBJECT: **Status of Right-of-Way**

Although it is desirable to have acquired all rights-of-way and completed all utility adjustments and work to be performed by others prior to receiving bids, sometimes it is not considered to be in the public interest to wait until each and every such clearance has been obtained. The bidder is hereby advised of possible unacquired rights-of-way, relocatees and utilities which have not been completed.

The status of right-of-way acquisition, utility adjustments, encroachments, potentially contaminated sites and asbestos containation are set forth in the following attachments.

In the event right of entry is not available to ALL parcels of right-of-way and/or all work that is to be accomplished by others on the date set forth in the contract for the Notice to Proceed is not complete, the Department will issue a restricted Notice to Proceed.

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Charles R. Carr
Director
Office of Intermodal Planning

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Lisa M. Hancock
Deputy Executive Director/
Administration

Willie Huff
Director
Office of Enforcement

Melinda L. McGrath
Executive Director

P. O. Box 1850 / Jackson, Mississippi 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / www.GoMDOT.com

April 19, 2013

Mr. Andrew Hughes
Division Administrator
FHWA-Mississippi Division
100 West Capitol Street, Suite 1062
Jackson, MS 39269

RE: SRSP-0210-00(024) LPA
106139-401000
Woodley Sidewalk Project
City of Hattiesburg
Forrest County

Dear Mr. Hughes:

RIGHT-OF-WAY CERTIFICATION

This project will be constructed on existing right of way or other real property previously acquired and owned by the above referenced city, county or agency. Since no additional acquisition of right of way or other real property interests are required, there are no relocatees, improvements or contaminated sites involved in this project.

Attached:
Status of Right of Way
Encroachment Status
Hazardous Waste Status
Asbestos Abatement Status
Utility Status

Very truly yours,

RIGHT OF WAY DIVISION

Daniel B. Smith
Division Administrator

DBS:ar

Pc: Chief Engineer (65-01)
LPA Division (77-01)
Construction Engineer (73-01)
District Six (26-01)
Project Engineer (26-01 PE)
Facility & Records Management (89-20)

STATUS OF RIGHT-OF-WAY
SRSP-0210-00(024) LPA
106139-401000
Woodley Sidewalk Project
City of Hattiesburg
FORREST COUNTY
April 19, 2013

All rights of way and legal rights of entry have been acquired **except:**

NONE.

Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1	Council - Ward 2	Council - Ward 3	Council - Ward 4	Council - Ward 5
Kim Bradley	*Deborah Dunard Delgado*	*Carter Carroll*	*Dave J. Ware, II*	*Henry Naylor*

RIGHT-OF-WAY ENCROACHMENT REPORT/CERTIFICATION

City of Hattiesburg – Forrest County, Mississippi
Project No. SRSP-0210-00(024) LPA/106139-401000
Woodley Sidewalk Project

April 8, 2013

This is to certify that a physical survey of the right-of-ways to be used in the construction of this project revealed that there is one encroachment on the subject project. The retaining wall located at Station 21+00 along 21st Avenue will be removed as part of the contract. Utility poles on the opposite side of the street of the proposed improvements will not conflict with construction.

Signed:

Bertran Kuyrkendall, P.E.
Engineering Director
City of Hattiesburg

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*	*Dave J. Ware, II*	*Henry Naylor*

UTILITY REPORT/CERTIFICATION

City of Hattiesburg – Forrest County, Mississippi
Project No. SRSP-0210-00(024) LPA/106139-401000
Woodley Sidewalk Project

April 8, 2013

This is to certify that pre-construction utility adjustments required for the above reference project have all been adjusted, relocated, or removed.

There are no other known utilities in conflict with the proposed project.

Signed:

Bertran Kuyrkendall, P.E.
Engineering Director
City of Hattiesburg

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*	*Dave J. Ware, II*	*Henry Naylor*

UTILITY STATUS

City of Hattiesburg – Forrest County, Mississippi
Project No. SRSP-0210-00(024) LPA/106139-401000
Woodley Sidewalk Project

April 8, 2013

Mississippi Power – No adjustments anticipated.

AT & T – No adjustments anticipated.

Willmut Gas - No adjustments anticipated.

Comcast Cable – No adjustments anticipated.

City of Hattiesburg Water and Sewer – No adjustments anticipated.

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*	*Dave J. Ware, II*	*Henry Naylor*

ASBESTOS ABATEMENT REPORT/CERTIFICATION

City of Hattiesburg – Forrest County, Mississippi
Project No. SRSP-0210-00(024) LPA/106139-401000
Woodley Sidewalk Project

April 8, 2013

This is to certify that the project components do not contain any known asbestos containing materials.

Signed:

Bertran Kuyrkendall, P.E.
Engineering Director
City of Hattiesburg

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*	*Dave J. Ware, II*	*Henry Naylor*

HAZARDOUS WASTE SITE REPORT/CERTIFICATION

City of Hattiesburg – Forrest County, Mississippi
Project No. SRSP-0210-00(024) LPA/106139-401000
Woodley Sidewalk Project

April 8, 2013

This is to certify that a physical survey of the right-of-ways to be used in the construction of this project revealed that there are no areas suspected of having any hazardous waste or underground storage tanks.

Signed

Bertran Kuyrkendall, P.E.
Engineering Director
City of Hattiesburg

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*	*Dave J. Ware, II*	*Henry Naylor*

RIGHT-OF-WAY STATUS REPORT/CERTIFICATION

City of Hattiesburg – Forrest County, Mississippi
Project No. SRSP-0210-00(024) LPA/106139-401000
Woodley Sidewalk Project

April 8, 2013

There is no right-of-way required for this project. All work shall be completed within the limits of the existing right-of-way.

Signed:

Bertran Kuyrkendall, P.E.
Engineering Director
City of Hattiesburg

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Inter-Departmental Memorandum

TO: Mr. David Seyfarth
District LPA Engineer (16-10)

DATE: April 8, 2013

FROM: Mr. Jared Brogan
Hattiesburg Project Office (16-13)

SUBJECT OR PROJECT NO: SRSP-0210-00(024) LPA/ 106139-401000
Woodley Sidewalk Project

INFORMATION COPY TO:

COUNTY: Forrest

Jeff Altman- State LPA Engineer (77-01)
Kelly Castleberry- District 6 Engineer (26-01)
Ronnie Shivers- Right of Way Officer (26-01)
Burt Kuyrkendall- City of Hattiesburg
Geoffery Crosby- Neel-Schaffer
Project File (16-13)

STATUS OF UTILITY RELOCATION WORK

A.T. &T- There are no known utility conflicts at this time.

City of Hattiesburg- There are no known utility conflicts at this time.

Comcast Cable- There are no known utility conflicts at this time.

Mississippi Power- There are no known utility conflicts at this time.

Willmut Gas- There are no known utility conflicts at this time.

This is to certify that adjustments to facilities owned by the above mentioned utility companies have been completed to the best of my knowledge and are acceptable, and in accordance with the terms of the agreement. Said adjustments are located within the limits of the above mentioned LPA project.
SEE DISCLAIMER

Jared Brogan
Utility Coordinator (16-13)

Disclaimer:

The utility facilities have been identified by representatives of the Local Public Agency (LPA), or their agents. Due to known differences between the permit practices of the LPA and the Mississippi Department of Transportation (MDOT), the locations of the facilities are assumed to be approximate. MDOT can only show approximate location and presence based upon investigation and discovery by the LPA and its agents; and consequently cannot certify the facilities location and presence. Therefore, In the event the utility facilities are discovered to be in conflict, damaged, or otherwise impact the proposed construction, the LPA shall bear all responsibility and/ or claims associated with these facilities. Furthermore, the LPA shall indemnify and hold harmless the Mississippi Department of Transportation, the Mississippi Transportation Commission, and its representatives in the event that damages and/ or claims should arise.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO NOTICE TO BIDDERS NO. 2596

DATE: 04/09/2013

Delete the fourth paragraph on page 1, and substitute the following.

Bidders are also advised that Form OCR-485 will be completed by **ALL BIDDERS** submitting a bid proposal and **must be signed and included in the bid proposal package**. If at least one copy of this form is not signed and included as part of bid proposal, your bid will be deemed irregular.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2596 **CODE: (IS)**

DATE: **05/13/2009**

SUBJECT: **DBE Forms, Participation and Payment**

Bidders are hereby advised that the participation of a DBE Firm can not be counted towards the Prime Contractor's DBE goal until the amount being counted towards the goal has been paid to the DBE.

Form OCR-482 has been developed to comply with this requirement. Bidders are hereby advised that at the end of the job, the Prime Contractor will submit this form to the Project Engineer before the final estimate is paid and the project is closed out. This form certifies payments to all DBE Subcontractors over the life of the contract.

Form OCR-484 has also been developed to comply with this requirement. Bidders are hereby advised that each month, the Prime Contractors will submit this form to the Project Engineer no later than the last day of each month. This form certifies payments to all Subcontractors and shows all firms even if the Prime Contractor has paid no monies to the firm during that estimate period (negative report). The Project Engineer will attach this form to the monthly estimate before forwarding the estimate to the Contract Administration Division for processing.

Bidders are also advised that Form OCR-485 will be completed by **ALL BIDDERS** submitting a bid proposal and **must be signed and included in the bid proposal package**. Failure to include Form OCR-485 in the bid proposal package will cause the Contractor's bid to be considered **irregular**.

DBE Forms, including Forms OCR-482, OCR-484 and OCR-485, can be obtained from the Office of Civil Rights Division, MDOT Administration Building, 401 North West Street, Jackson, MS, or at www.gomdot.com under *Business, Disadvantaged Enterprise, Applications and Forms for the DBE Program, MDOT Forms.*

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2818 **CODE: (SP)**

DATE: **10/01/2009**

SUBJECT: **Non-Quality Control / Quality Assurance Concrete**

Bidders are advised that the following pay items will not be accepted based on the Quality Control / Quality Assurance (QC/QA) requirements of Section 804 of the specifications. The acceptance of these pay items will be based on sampling and testing at the project site by MDOT forces. The Contractor is required to submit mix designs to accomplish this work in accordance with Section 804 and perform normal Quality Control functions at the concrete plant. Acceptance will be in accordance with the requirements of 907-601, Structural Concrete, and TMD-20-04-00-000. At the discretion of the Engineer, the Contractor may request that the concrete be accepted based on QC/QA requirements.

Pay Item	Description
221	Paved Ditches
601	Minor Structures - manholes, inlets, catch basins, junction boxes, pipe headwalls, and pipe collars.
606	Guardrail Anchors
607	Fence Post Footings
608	Sidewalks
609	Curb and Gutter
614	Driveways
616	Median and Island Pavement
630	Sign Footings, except Overhead Sign Supports

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3414 **CODE: (SP)**

DATE: **02/16/2011**

SUBJECT: **DUNS Requirement for Federal Funded Projects**

Bidders are advised that the Prime Contractor must maintain current registrations in the Central Contractor Registration (http://www.ccr.gov) at all times during this project. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (http://www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

Bidders are also advised that the following information needs to be completed and included in the bid documents:

DUNS: _____

Company Name: _____

Company e-mail address: _____

By: _____

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3655 **CODE: (SP)**

DATE: **10/04/2011**

SUBJECT: **Type III Barricade Rails**

Bidders are advised that the use of 2-inch nominal thickness timber for rails on Type III barricades has not been approved by NCHRP as a crashworthy device. Therefore, the use of 2-inch nominal thickness timbers will not be allowed for rails on Type III Barricades. Timber rails for Type III Barricades shall be as follows.

- For barricades up to four feet (4') wide, the maximum thickness of timber rails shall be one inch (1") and the material shall be pine timber or ¾-inch ACX plywood.

- For barricades more than four feet (4') wide, timber rails shall be constructed of ¾-inch ACX plywood.

A list of crashworthy Type III Barricades can be found at the below FHWA website.

http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/wzd/

SUPPLEMENT TO NOTICE TO BIDDERS NO. 4103 LPA

DATE: 10/09/2012

The goal is **5%** percent for the Disadvantaged Business Enterprise. The low bidder is required to submit Form OCR-481-LPA for all DBEs

Form OCR-481-LPA is available online at the link in the LPA Project Development Manual at http://www.gomdot.com/Projects/Local Public Agencies/PDM Manual/PDM Links/form 6.B.

All DBE-1s must be submitted according to the instructions at the bottom of the form.

The section entitled "Pre-Bid Meeting" as referred to in Notice to Bidders 4103 does not apply to LPA projects.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4103 **CODE: (IS)**

DATE: **9/12/2012**

SUBJECT: **DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID HIGHWAY CONSTRUCTION**

This contract is subject to the "Moving Ahead for Progress in the 21st Century Act (MAP-21)" and applicable requirements of "Part 26, Title 49, Code of Federal Regulations". Portions of the Act are set forth in this Notice as applicable to compliance by the Contractor and all of the Act, and the MDOT DBE Program, is incorporated by reference herein.

The Department has developed a Disadvantaged Business Enterprise Program that is applicable to this contract and is made a part thereof by reference.

Copies of the program may be obtained from:

Office of Civil Rights
Mississippi Department of Transportation
P. O. Box 1850
Jackson, Mississippi 39215-1850

POLICY

It is the policy of the Mississippi Department of Transportation to provide a level playing field, to foster equal opportunity in all federally assisted contracts, to improve the flexibility of the DBE Program, to reduce the burdens on small businesses, and to achieve that amount of participation that would be obtained in a non-discriminatory market place. In doing so, it is the policy of MDOT that there will be no discrimination in the award and performance of federally assisted contracts on the basis of race, color, sex, age, religion, national origin, or any handicap.

ASSURANCES THAT CONTRACTORS MUST TAKE

MDOT will require that each contract which MDOT signs with a sub-recipient or a Contractor, and each subcontract the Prime Contractor signs with a Subcontractor, includes the following assurances:

"The Contractor, subrecipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MDOT deems appropriate."

DEFINITIONS

For purposes of this provision the following definitions will apply:

"Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individual(s) or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individual(s); and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individual(s) who own it. It is important to note that the business owners themselves must control the operations of the business. Absentee ownership or title ownership by an individual who does not take an active role in controlling the business is not consistent with eligibility as a DBE under CFR 49 Part 26.71.

CONTRACTOR'S OBLIGATION

The Contractor and all Subcontractors shall take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of a portion of the work in this contract and shall not discriminate on the basis of race, color, national origin, religion or sex. Failure on the part of the Contractor to carry out the DBE requirements of this contract constitutes a breach of contract and after proper notification the Department may terminate the contract or take other appropriate action as determined by the Department.

When a contract requires a zero percent (0%) DBE goal, the Contractor still has the responsibility to take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of the work in the contract. In this case, all work performed by a certified DBE firm is considered to be a "race neutral" measure and the Department will receive DBE credit towards the overall State goals when the DBE firm is paid for their work. If the Prime Contractor is a certified DBE firm, the Department can receive DBE credit only for the work performed by the Prime Contractor's work force or any work subcontracted to another DBE firm. Work performance by a non-DBE Subcontractor is not eligible for DBE credit.

CONTRACT GOAL

The goal for participation by DBEs is established for this contract in the attached Supplement. The Contractor shall exercise all necessary and reasonable steps to ensure that participation is equal to or exceeds the contract goal.

The percentage of the contract that is proposed for DBEs shall be so stated on the last bid sheet of the proposal.

The apparent lowest responsive bidder shall submit to the Office of Civil Rights Form OCR-481, signed by the Prime Contractor and the DBE Subcontractors, no later than the 10th day after opening of the bids.

Form OCR-481 is available on the MDOT website at GoMDOT.com, then Divisions, Civil Rights, Forms, DBE, MDOT Projects, or by calling 601-359-7466.

FORMS ARE AVAILABLE FROM THE OFFICE OF CIVIL RIGHTS

The OCR-481 Form must contain the following information:

The name and address of each certified DBE Contractor / Supplier;

The Reference Number, percent of work and the dollar amount of each item. If a portion of an item is subcontracted, a breakdown of that item including quantities and unit price must be attached, detailing what part of the item the DBE firm is to perform and who will perform the remainder of the item.

If the DBE Commitment shown on the last bid sheet of the proposal, does not equal or exceed the contract goal, the bidder must submit, with the proposal, information to satisfy the Department that adequate good faith efforts have been made to meet the contract goal.

Failure of the lowest bidder to furnish acceptable proof of good faith efforts, submitted with the bid proposal, shall be just cause for rejection of the proposal. Award may then be made to the next lowest responsive bidder or the work may be readvertised.

The following factors are illustrative of matters the Department will consider in judging whether or not the bidder has made adequate good faith effort to satisfy the contract goal.

(1) Whether the bidder attended the pre-bid meeting that was scheduled by the Department to inform DBEs of subcontracting opportunities;

(2) Whether the bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;

(3) Whether the bidder provided written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited;

(4) Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested;

(5) Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goal;

(6) Whether the bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;

(7) Whether the bidder negotiated in good faith with interested DBEs and did not reject them as unqualified without sound reasons based on a thorough investigation of their capabilities; and

(8) Whether the bidder made efforts to assist interested DBEs in obtaining any required bonding or insurance.

(9) Whether the bidder has written notification to certified DBE Contractors soliciting subcontracting for items of work in the contract.

(10) Whether the bidder has a statement of why an agreement was not reached.

The bidder's execution of the signature portion of the proposal shall constitute execution of the following assurance:

The bidder hereby gives assurance pursuant to the applicable requirements of "Moving Ahead for Progress in the 21st Century Act (MAP-21)" and applicable requirements of "Part 26, Title 49, Code of Federal Regulations" that the bidder has made a good faith effort to meet the contract goal for DBE participation for which this proposal is submitted.

DIRECTORY

A list of "Certified DBE Contractors" which have been certified as such by the Mississippi Department of Transportation and other Unified Certification Partners (UPC) can be found on the Mississippi Department of Transportation website at www.gomdot.com. The DBE firm must be certified at the time the project is let and approved by MDOT to count towards meeting the DBE goal.

REPLACEMENT

If a DBE Subcontractor cannot perform satisfactorily, and this causes the OCR-481 commitment to fall below the contract goal, the Contractor shall take all necessary reasonable steps to replace the DBE with another certified DBE Subcontractor or submit information to satisfy the Mississippi Department of Transportation that adequate good faith efforts have been made to replace the DBE. The replacement DBE must be a DBE who was on the Department's list of "Certified DBE Contractors" when the job was let, and who is still active. All DBE replacements must be approved by the Department.

Under no circumstances shall the Prime or any Subcontractor perform the DBE's work (as shown on the OCR-481) without prior written approval from the Department. See "Sanctions" at the end of this document for penalties for performing DBE's work.

When a Contractor proposes to substitute/replace/terminate a DBE that was originally named on the OCR-481, the Contractor must obtain a release, in writing, from the named DBE explaining why the DBE Subcontractor cannot perform the work. A copy of the original DBE's release must be attached to the Contractor's written request to substitute/replace/terminate along with appropriate Subcontract Forms for the substitute/replacement/terminated Subcontractor, all of which must be submitted to the DBE Coordinator and approved, in advance, by MDOT.

GOOD FAITH EFFORTS

To demonstrate good faith efforts to replace any DBE that is unable to perform successfully, the Contractor must document steps taken to subcontract with another certified DBE Contractor. Such documentation shall include no less than the following:

(1) Proof of written notification to certified DBE Contractors by certified mail that their interest is solicited in subcontracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.

(2) If the Prime Contractor is a certified DBE firm, only the value of the work actually performed by the DBE Prime can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.

(3) If the Contractor is not a DBE, the work subcontracted to a certified DBE Contractor will be counted toward the goal.

(4) The Contractor may count toward the goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of this provision equal to the percentage of the DBE partner in the joint venture.

(5) Expenditures to DBEs that perform a commercially useful function may be counted toward the goal. A business is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.

(6) The Contractor may count 100% of the expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The Contractor may count sixty percent (60%) of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within 30 days after receipt of the materials, the Contractor shall furnish to the DBE Coordinator invoices from the certified supplier to verify the DBE goal.

(7) Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.

(8) Only the dollars actually paid to the DBE firm may be counted towards the DBE goal.

Failure of the Contractor to demonstrate good faith efforts to replace a DBE Subcontractor that cannot perform as intended with another DBE Subcontractor, when required, shall be a breach of contract and may be just cause to be disqualified from further bidding for a period of up to 12 months after notification by certified mail.

PRE-BID MEETING

A pre-bid meeting will be held in Amphitheater 1 & 2 of the Hilton Jackson located at I-55 and County Line Road, Jackson, Mississippi at 2:00 P.M. on the day preceding the date of the bid opening.

This meeting is to inform DBE firms of subcontracting and material supply opportunities. Attendance at this meeting is considered of prime importance in demonstrating good faith effort to meet the contract goal.

PARTICIPATION / DBE CREDIT

Participation shall be counted toward meeting the goal in this contract as follows:

(1) If the Prime Contractor is a certified DBE firm, only the value of the work actually performed by the DBE Prime can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.

(2) If the Contractor is not a DBE, the work subcontracted to a certified DBE Contractor will be counted toward the goal.

(3) The Contractor may count toward the goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of this provision equal to the percentage of the DBE partner in the joint venture.

(4) Expenditures to DBEs that perform a commercially useful function may be counted toward the goal. A business is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.

(5) The Contractor may count 100% of the expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The Contractor may count sixty percent (60%) of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within 30 days after receipt of the materials, the Contractor shall furnish to the DBE Coordinator invoices from the certified supplier to verify the DBE goal.

(6) Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.

(7) Only the dollars actually paid to the DBE firm may be counted towards the DBE goal.

AWARD

Award of this contract to the low bidder will be contingent upon the following conditions:

(1) Concurrence from Federal Highway Administration, when applicable.

(2) Bidder must submit to the Office of Civil Rights for approval, Form OCR-481 (DBE Commitment) no later than the 10th day after opening of the bids, or submit information with the bid proposal to satisfy the Department and that adequate good faith efforts have been made to meet the contract goal. For answers to questions regarding Form OCR-481, contact the MDOT Office of Civil Rights at (601) 359-7466.

(3) Bidder must submit a list of all firms that submitted quotes for material supplies or items to be subcontracted. This information must be submitted on form OCR-485 in the back of the contract proposal. Form OCR-485 must be signed and submitted **with the bid proposal.**

Prior to the start of any work, the bidder must notify the Project Engineer, in writing, of the name of the designated "DBE Liaison Officer" for this project. This notification must be posted on the bulletin board at the project site.

DEFAULT

The contract goal established by MDOT in this proposal must be met to fulfill the terms of the contract. The Contractor may list DBE Subcontractors and items that exceed MDOT's contract goal, but should unforeseen problems arise that would prevent a DBE from completing its total commitment percentage, the Contractor will meet the terms of the contract as long as it meets or exceeds MDOT's Contract Goal. For additional information, refer to "Replacement" section of this Notice.

DBE REPORTS

(1) OCR-481: Refer to "CONTRACT GOAL" section of this Notice to Bidders for information regarding this form.

(2) OCR-482: At the conclusion of the project the Contractor will submit to the Project Engineer for verification of quantities and further handling Form OCR-482 whereby the Contractor certifies to the amounts of payments made to each Contractor / Supplier. The Project Engineer shall submit the completed Form OCR-482 to the DBE Coordinator (Office of Civil Rights). Final acceptance of the project is dependent upon Contract Administration Division's receipt of completed Form OCR-482 which they will receive from the Office of Civil Rights.

(3) OCR-483: The Project Engineer/Inspector will complete Form OCR-483, the Commercially Useful Function (CUF) Performance Report, in accordance with MDOT S.O.P. No. OCR-03-09-01-483. Evaluations reported on this form are used to determine whether or not the DBE firm is performing a CUF. The Prime Contractor should take corrective action when the report contains any negative evaluations. DBE credit may be

disallowed and/or other sanctions imposed if it is determined the DBE firm is not performing a CUF. This form should also be completed and returned to the DBE Coordinator (Office of Civil Rights).

(4) OCR-484: Each month, the Contractor will submit to the Project Engineer OCR-484 certifying payments to all Subcontractors.

(5) OCR-485: The bidder must submit **with the bid proposal** a list of all firms that submitted quotes for material supplies or items to be subcontracted.

(6) OCR-487: Only used by Prime Contractors that are certified DBE firms. This form is used in determining the exact percentage of DBE credit for the specified project. It should be returned to MDOT with the OCR-481 form, or can also be returned with the Permission to Subcontract Forms (CAD-720 or CAD-725).

SANCTIONS

The Department has the option to enforce any of the following penalties for failure of the Prime Contractor to fulfill the DBE goal as stated on the OCR-481 form or any violations of the DBE program guidelines:

(1) Disallow credit towards the DBE goal

(2) Withhold progress estimate payments

(3) Deduct from the final estimate an amount equal to the unmet portion of the DBE goal

(4) Recover an amount equal to the unmet contract goal

(5) Debar the Contractor involved from bidding on Mississippi Department of Transportation projects.

(6) Deduct from the Contractor's final estimate all or any combination of the following.

Offense	Percentage of the monetary amount disallowed from (1) above	Lump Sum
# 1	10%	$ 5,000 or both
# 2	20%	$ 10,000 or both
# 3	40%	$ 20,000 & debarment

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4214 **CODE: (IS)**

DATE: **11/29/2012**

SUBJECT: **Safety Apparel**

Bidders are advised that the Code of Federal Regulations CFR 23 Part 634 final rule was adopted November 24, 2006 with an effective date of November 24, 2008. This rule requires that "All workers within the right-of-way of a Federal-Aid Highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel". High-visibility safety apparel is defined in the CFR as "personnel protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled American National Standard for High-Visibility Safety Apparel and Headwear". All workers on Mississippi State Highway right-of-way shall comply with this Federal Regulation. Workers are defined by the CFR as "people on foot whose duties place them within the right-of way of a Federal-Aid Highway, such as highway construction and maintenance forces, survey crews, utility crews, responders to incidents within the highway right-of-way, and law enforcement personnel when directing traffic, investigating crashes, and handling lane closures, obstructed roadways, and disasters within the right-of-way of a Federal-Aid Highway".

More information regarding high visibility safety apparel can be found at the following sites.

http://www.gpo.gov/fdsys/pkg/CFR-2008-title23-vol1/pdf/CFR-2008-title23-vol1-sec634-1.pdf

http://ops.fhwa.dot.gov/wz/resources/policy.htm#hv

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 9998 **CODE: (SP)**

DATE: **1/28/2013**

SUBJECT: **Contract Time**

PROJECT: **SRSP 0210-00(024)LPA/106139-401000**

The calendar date for completion of work to be performed by the Contractor for this project shall be a Specified Completion Date (SCD) calculated using the below formula, or any extension thereto as provided in Subsection 108.06. The effective date of the Notice to Proceed / Beginning of Contract Time shall be 21 calendar days after the execution of the contract, or 60 calendar days after execution of the contract for projects that require a Contractor's Erosion Control Plan.

The "Number of Calendar Days" to complete the work will be ___60___ calendar days.

The Specified Completion Date for this project will be calculated by adding the above number of calendar days to the date of the Notice to Proceed / Beginning of Contract Time.

SCD = "Number of Calendar Days" to complete the work + "Notice to Proceed / Beginning of Contract Time" date

A progress schedule, as referenced to in Subsection 108.03, should be reviewed by the Project Engineer and submitted to MDOT LPA Coordinator for concurrence.

A Preconstruction Conference as required by Section 108.03.2 should be scheduled prior to the Notice to Proceed / Beginning of Contract Time.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 9999 **CODE: (SP)**

DATE: **06/06/2013**

SUBJECT: **Cabinet Modifications**

PROJECT: **SRSP 0210-00(024)LPA/106139-401000**

Bidders are hereby advised that the following additional requirements for Cabinet Modifications shall be required on this project and shall be included in the price bid for Pay Item Number 907-642-B001.

Cabinet Modifications: All work done under this NTB as cabinet modifications will include but not be limited to work, installation, equipment and cabling necessary in the existing traffic signal cabinets identified and as stated in this NTB to add, modify, connect and integrate the equipment as specified. Cabinet modifications shall be made at the following locations as indicated:

Installation and Configuration:
Traffic Signal Controller Cabinet Modifications required to add Pedestrian Phases, Pushbuttons, and Signal Heads:

EXISTING TRAFFIC SIGNAL CABINET (Hardy Street @ 21st Avenue) (WKG. NO. PLN-2):
The contractor shall modify cabinet to install and connect pedestrian equipment into the traffic signal cabinet as shown on the plans. Cabinet modifications shall include all labor, equipment and materials necessary to provide integration of the pedestrian facilities. Cabinet modifications shall also include all the work necessary to configure the controller, surge and power systems, and all work, incidental equipment and cables necessary to integrate all devices.

Any additional items required to install and implement the operation of pedestrian facilities at this intersection shall be considered incidental and shall be included in the cost under Pay Item Number 907-642-B001.

General Decision Number: MS130169 03/29/2013 MS169

Superseded General Decision Number: MS20120169

State: Mississippi

Construction Type: Highway

County: Forrest County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/04/2013
1	03/29/2013

* ELEC0903-003 06/01/2012

	Rates	Fringes
ELECTRICIAN	$ 23.60	12%+4.40

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* SUMS2008-130 09/04/2008

	Rates	Fringes
CARPENTER	$ 13.00	0.00
CEMENT MASON/CONCRETE FINISHER	$ 11.54	1.63
LABORER: Common or General	$ 8.34	0.00
LABORER: Pipelayer	$ 10.17	0.00
OPERATOR: Backhoe	$ 12.57	0.00
OPERATOR: Broom/Sweeper	$ 8.00	0.00
OPERATOR: Bulldozer	$ 11.63	0.00
OPERATOR: Grader/Blade	$ 11.10	0.00
OPERATOR: Mechanic	$ 13.00	0.00
OPERATOR: Piledriver	$ 12.50	1.23
OPERATOR: Roller	$ 9.31	0.00
OPERATOR: Scraper	$ 10.00	0.00
TRUCK DRIVER	$ 10.34	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the

survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SUPPLEMENT TO FORM FHWA-1273 LPA

DATE: 10/19/2012

SUBJECT: Final Certificate and Contract Provisions for Subcontracts

All subcontracts shall be in writing and contain all pertinent provisions and requirements of the prime contract.

Each "Request for Permission to Subcontract" (Form RPS-1) shall include a copy of subcontract for review by the Mississippi Department of Transportation. The federal contract provisions may be omitted from the subcontract copy submitted for review provided the Contractor certifies that the provisions will be physically incorporated into the agreement furnished to the Subcontractor.

In lieu of submitting a copy of the subcontract for review, the Contractor may certify that the subcontract agreement is in writing and that it contains all the requirements and pertinent provisions of the prime contract.

Each Subcontractor will be required to provide a copy of the subcontract agreement for contract compliance reviews, along with physical evidence (copy of FHWA-1273) that requirements and pertinent provisions have been provided for review and adherence.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goal for female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work, is 6.9%.

Until further notice	Goals for minority participation for each trade (percent)
SHSA Cities:	
Pascagoula - Moss Point	16.9
Biloxi - Gulfport	19.2
Jackson	30.3
SMSA Counties:	
Desoto	32.3
Hancock, Harrison, Stone	19.2
Hinds, Rankin	30.3
Jackson	16.9
Non-SMSA Counties:	
George, Greene	26.4
Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha	26.5
Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo	32.0
Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall	27.7
Adams, Amite, Wilkinson	30.4

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4.2(d). Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is to the county and city (if any), stated in the advertisement.

5. The notification required in Paragraph 3 shall be addressed to the following:

Contract Compliance Officer
Mississippi Department of Transportation
P.O. Box 1850
Jackson, Mississippi 39215-1850

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-101-4 **CODE: (IS)**

DATE: 11/05/2008

SUBJECT: Definitions

Section 101, Definitions and Terms, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-101.02--Definitions. Replace the following definitions in Subsection 101.02 on pages 3 through 13.

Contract - The written agreement between the Mississippi Transportation Commission and the Contractor setting forth the obligations of the parties thereunder, including but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The contract includes the invitation for bids, proposal, contract form and contract bonds, specifications, supplemental specifications, interim specifications, general and detailed plans, special provisions, notices to bidders, notice to proceed, and also any agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

Contract Bonds - The approved form of security(ies), executed by the Contractor and the Contractor's Surety(ies), guaranteeing complete execution of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the project. This term includes Performance and Payment Bonds.

Surety - A corporate body, qualified under the laws of Mississippi, which is bound with and for the successful bidder by "contract bonds" to guarantee acceptable performance of the contract and payment of all legal taxes and debts pertaining to the construction of the project, including payment of State Sales Tax as prescribed by law, and any overpayment made to the Contractor.

Add the following to the list of definitions in Subsection 101.02 on pages 3 through 13.

Performance Bond - The approved form of security, executed by the Contractor and issued by the Contractor's Surety(ies), guaranteeing satisfactory completion of the contract and all supplemental agreements pertaining thereto.

Payment Bond - The approved form of security, executed by the Contractor and issued by the Contractor's Surety(ies), guaranteeing the payment of all legal debts pertaining to the construction of the project including, but not limited to, the labor and materials of subcontractors and suppliers to the prime contractor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-102-4 LPA **CODE: (SP)**

DATE: 01/13/2010

SUBJECT: Bidding Requirements and Conditions

907-102.06--Preparation of Proposal. Delete the fifth, sixth, seventh, eighth, and ninth paragraphs of Subsection 102.06 on page 18.

907-102.08--Proposal Guaranty. Delete the two paragraphs in Subsection 102.08 on page 20 and substitute the following:

No proposal will be considered unless accompanied by certified check, cashier's check or bid bond, made payable to the State of Mississippi, in an amount of not less than five percent (5%) of the total amount of the proposal offered. The guaranty shall be evidence of good faith that, if awarded the contract, the bidder will execute the contract and give performance and payment contract bond(s) as stipulated in Subsection 907-103.05.1, 907-103.05.2, and as required by law.

If a bid bond is offered as guaranty, the bond must be on a form approved by the Executive Director, made by a Surety acceptable to the Executive Director and signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent and the Bidder. Such bid bond shall also conform to the requirements and conditions stipulated in Subsection 907-103.05.2 as applicable.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-103-8 **CODE: (SP)**

DATE: 12/15/2009

SUBJECT: Award and Execution of Contract

Section 103, Award and Execution of Contract, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-103.04--Return of Proposal Guaranty. Delete the second paragraph of Subsection 103.04 on page 23 and substitute the following:

Certified checks or cashier's checks submitted as proposal guaranties, except those of the two lowest bidders, will be returned within 10 days of contract award. The retained proposal guaranty of the unsuccessful of the two lowest bidders will be returned within ten days following the execution of a contract with the successful low bidder. The retained proposal guaranty of the successful bidder will be returned after satisfactory performance and payment bonds have been furnished and the contract has been executed.

In the event all bids are rejected by the Commission, certified checks or cashier's checks submitted as proposal guaranty by all bidders will be returned within 10 days of rejection.

Delete Subsection 103.05 on page 23 and substitute the following:

907-103.05--Contract Bonds.

907-103.05.1--Requirement of Contract Bonds. Prior to the execution of the contract, the successful bidder shall execute and deliver to the Executive Director a performance and payment bond(s), in a sum equal to the full amount of the contract as a guaranty for complete and full performance of the contract and the protection of the claimants and the Department for materials and equipment and full payment of wages in accordance with Section 65-1-85 Miss. Code Ann. (1972 as amended). In the event of award of a joint bid, each individual, partnership, firm or corporation shall assume jointly the full obligations under the contract and the contract bond(s).

907-103.05.2--Form of Bonds. The form of bond(s) shall be that provided by or acceptable to the Department. These bonds shall be executed by a Mississippi agent or qualified nonresident agent and shall be accompanied by a certification as to authorization of the attorney-in-fact to commit the Surety company. A power of attorney exhibiting the Surety's original seal supporting the Mississippi agent or the qualified nonresident agent's signature shall be furnished with each bond. The Surety company shall be currently authorized and licensed in good standing to conduct business in the State of Mississippi with a minimum rating by A.M. Best of (A-) in the latest printing "Best's Key Rating Guide" to write individual bonds up to ten percent of the policy holders' surplus or listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as

published by the United States Department of the Treasury, Financial Management Service, Circular 570 (latest revision as published and supplemented on the Financial Management Service Web site and in the Federal Register) within the underwriting limits listed for that Surety. All required signatures on the bond(s) and certifications shall be original signatures, in ink, and not mechanical reproductions or facsimiles. The Mississippi agent or qualified nonresident agent shall be in good standing and currently licensed by the Insurance Commissioner of the State of Mississippi to represent the Surety company(ies) executing the bonds.

Surety bonds shall continue to be acceptable to the Commission throughout the life of the Contract and shall not be canceled by the Surety without the consent of the Department. In the event the Surety fails or becomes financially insolvent, the Contractor shall file a new Bond in the amount designated by the Executive Director within thirty (30) days of such failure, insolvency, or bankruptcy. Subsequent to award of Contract, the Commission or the Department may require additional security for any supplemental agreements executed under the contract or replacement security in the event of the surety(ies) loss of the ratings required above. Suits concerning bonds shall be filed in the State of Mississippi and adjudicated under its laws without reference to conflict of laws principles.

907-103.08--Failure to Execute Contract.. In the first sentence of Subsection 103.08 on page 24, change "bond" to "performance and payment bonds".

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-104-4 **CODE: (SP)**

DATE: 03/01/2011

SUBJECT: Disposal of Materials

Section 104, Scope of Work, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-104.05--Removal and Disposal of All Materials From the Project. Delete the second sentence of the first full paragraph of Subsection 104.05 on page 30 and substitute the following:

The Contractor shall also furnish the Engineer a certified letter stating that the area of disposal is not in a wetland or in Waters of the U.S.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-105-6

DATE: 12/12/2011

SUBJECT: Control of Work

After Subsection 907-105.05 on page 1, add the following.

907-105.14--Maintenance During Construction. Before the first sentence Subsection 105.14 on page 39, add the following:

The Contractor will be responsible for the maintenance of existing roadways within the limits of this project starting on the date of the Notice To Proceed / Beginning of Contract Time. Anytime work is performed in a travel lane, the Contractor shall install portable lane closure signs meeting the requirement of the MDOT Standard Drawing or MUTCD.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-105-6 **CODE: (SP)**

DATE: **01/20/2011**

SUBJECT: **Control of Work**

Section 105, Control of Work, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is modified as follows:

907-105.05--Cooperation by Contractor. In the third sentence of the second paragraph of Subsection 105.05 on page 35, change "Notice to Proceed" to "Notice of Award".

Delete the fourth paragraph of Subsection 105.05 on page 35, and substitute the following.

On projects that include erosion control pay items, the Contractor shall also designate a responsible person whose primary duty shall be to monitor and maintain the effectiveness of the erosion control plan, including NPDES permit requirements. This responsible person must be a Certified Erosion Control Person certified by an organization approved by the Department. Prior to or at the pre-construction conference, the Contractor shall designate in writing the Certified Erosion Control Person to the Project Engineer. The designated Certified Erosion Control Person shall be assigned to only one (1) project. When special conditions exist, such as two (2) adjoining projects or two (2) projects in close proximity, the Contractor may request in writing that the State Construction Engineer approve the use of one (1) Certified Erosion Control Person for both projects. The Contractor may request in writing that the Engineer authorize a substitute Certified Erosion Control Person to act in the absence of the Certified Erosion Control Person. The substitute Certified Erosion Control Person must also be certified by an organization approved by the Department. A copy of the Certified Erosion Control Person's certification must be included in the Contractor's Protection Plan as outlined in Subsection 907-107.22.1. This in no way modifies the requirements regarding the assignment and availability of the superintendent.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-107-9

DATE: 08/23/2011

SUBJECT: Legal Relations and Responsibility to Public

907-107.14.2.2--Railroad Protective. Delete the first sentence of subparagraph (b) of Subsection 907-107.14.2.2 on page 3 and substitute the following.

(b) **Contractor's Liability - Railroad**, including subcontractors, XCU and railroad contractual with limits of $1,000,000 each occurrence; $2,000,000 aggregate.

After Subsection 907-107.17 on page 4, add the following:

907-107.18--Contractor's Responsibility for Utility Property and Services. After the first sentence of Subsection 107.18 on page 63, add the following:

Prior to any excavation on the project, the Contractor shall contact MS 811 and advise them to mark all known utilities in the area of the excavation.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-107-9 **CODE: (SP)**

DATE: **01/20/2011**

SUBJECT: **Legal Relations and Responsibility to Public**

Section 107, Legal Relations and Responsibility to Public, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-107.02--Permits, Licenses and Taxes. Delete in toto Subsection 107.02 on page 49 and substitute the following:

The Contractor or any Subcontractor shall have the duty to determine any and all permits and licenses required and to procure all permits and licenses, pay all charges, fees and taxes and issue all notices necessary and incidental to the due and lawful prosecution of the work. At any time during the life of this contract, the Department may audit the Contractor's or Subcontractor's compliance with the requirements of this section.

The Contractor or any Subcontractor is advised that the "Mississippi Special Fuel Tax Law", Section 27-55-501, et seq. and the Mississippi Use Tax Law, Section 27-67-1, et seq., and their requirements and penalties, apply to any contract or subcontract for construction, reconstruction, maintenance or repairs, for contracts or subcontracts entered into with the State of Mississippi, any political subdivision of the State of Mississippi, or any Department, Agency, Institute of the State of Mississippi or any political subdivision thereof.

The Contractor or any Subcontractor will be subject to one or more audits by the Department during the life of this contract to make certain that all applicable fuel taxes, as outlined in Section 27-55-501, et seq., and any sales and/or use taxes, as outlined in Section 27-67-1, et seq. are being paid in compliance with the law. The Department will notify the Mississippi State Tax Commission of the names and addresses of any Contractors or Subcontractors.

907-107.14--Damage Claims and Insurance.

907-107.14.2--Liability Insurance. Delete Subsection 107.14.2 beginning on page 60 and substitute:

907-107.14.2.1--General. The Contractor shall carry Contractor's liability, including subcontractors and contractual, with limits not less than: $500,000 each occurrence; $1,000,000 aggregate; automobile liability - $500,000 combined single limit - each accident; Workers' Compensation and Employers' Liability - Statutory & $100,000 each accident; $100,000 each employee; $500,000 policy limit. Each policy shall be signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent of the Insurance Company.

The Contractor shall have certificates furnished to the Department from the insurance companies providing the required coverage. The certificates shall be on the form furnished by the Department and will show the types and limits of coverage.

907-107.14.2.2--Railroad Protective. The following provisions are applicable to all work performed under a contract on, over or under the rights-of-way of each railroad shown on the plans.

The Contractor shall assume all liability for any and all damages to work, employees, servants, equipment and materials caused by railroad traffic.

Prior to starting any work on railroad property, the Contractor shall furnish satisfactory evidence to the Department that insurance of the forms and amounts set out herein in paragraphs (a) and (b) has been obtained. Also, the Contractor shall furnish similar evidence to the Railroad Company that insurance has been obtained in accordance with the Standard Provisions for General Liability Policies and the Railroad Protective Liability Form as published in the Code of Federal Regulations, 23 CFR 646, Subpart A. Evidence to the Railroad Company shall be in the form of a Certificate of Insurance for coverages required in paragraph (b), and the original policy of the Railroad Protective Liability Insurance for coverage required in paragraph (a).

All insurance herein specified shall be carried until the contract is satisfactorily complete as evidenced by a release of maintenance from the Department.

The Railroad Company shall be given at least 30 days notice prior to cancellation of the Railroad Protective Liability Insurance policy.

For work within the limits set out in Subsection 107.18 and this subsection, the Contractor shall provide insurance for bodily injury liability, property damage liability and physical damage to property with coverages and limits no less than shown in paragraphs (a) and (b). Bodily injury shall mean bodily injury, sickness, or disease, including death at anytime resulting therefrom. Property damage shall mean damages because of physical injury to or destruction of property, including loss of use of any property due to such injury or destruction. Physical damage shall mean direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment.

(a) **Railroad Protective Liability Insurance** shall be purchased on behalf of the Railroad Company with limits of $2,000,000 each occurrence; $6,000,000 aggregate applying separately to each annual period for lines without passenger trains. If the line carries passenger train(s), railroad protective liability insurance shall be purchased on behalf of the Railroad Company with limits of $5,000,000 each occurrence; $10,000,000 aggregate applying separately to each annual period.

Coverage shall be limited to damage suffered by the railroad on account of occurrences arising out of the work of the Contractor on or about the railroad right-of-way, independent of the railroad's general supervision or control, except as noted in paragraph 4 below.

Coverage shall include:

(1) death of or bodily injury to passengers of the railroad and employees of the railroad not covered by State workmen's compensation laws,

(2) personal property owned by or in the care, custody or control of the railroads,

(3) the Contractor, or any of the Contractor's agents or employees who suffer bodily injury or death as a result of acts of the railroad or its agents, regardless of the negligence of the railroads, and

(4) negligence of only the following classes of railroad employees:

(i) any supervisory employee of the railroad at the job site

(ii) any employee of the railroad while operating, attached to, or engaged on, work trains or other railroad equipment at the job site which are assigned exclusively to the Contractor, or

(iii) any employee of the railroad not within (i) or (ii) above who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection or property, the cost of whose services is borne specifically by the Contractor or Governmental authority.

(b) **Regular Contractor's Liability**, including subcontractors, XCU and railroad contractual with limits of $1,000,000 each occurrence; $2,000,000 aggregate. **Automobile** with limits of $1,000,000 combined single limit any one accident; **Workers' Compensation and Employer's Liability** - statutory and $100,000 each accident; $100,000 each employee; $500,000 policy limit. **Excess/Umbrella Liability** $5,000,000 each occurrence; $5,000,000 aggregate. All coverage to be issued in the name of the Contractor shall be so written as to furnish protection to the Contractor respecting the Contractor's operations in performing work covered by the contract. Coverage shall include protection from damages arising out of bodily injury or death and damage or destruction of property which may be suffered by persons other than the Contractor's own employees.

In addition, the Contractor shall provide for and on behalf of each subcontractor by means of a separate and individual liability and property damage policy to cover like liability imposed upon the subcontractor as a result of the subcontractor's operations in the same amounts as contained above; or, in the alternative each subcontractor shall provide same.

907-107.15--Third Party Beneficiary Clause. In the first sentence of the first paragraph of Subsection 107.15 on page 61, change "create the public" to "create in the public".

907-107.17--Contractor's Responsibility for Work. Delete the fifth sentence of the fifth paragraph of Subsection 107.17 on page 63 and substitute the following:

The eligible permanent items shall be limited to traffic signal systems, changeable message signs, roadway signs and sign supports, lighting items, guard rail items, delineators, impact attenuators, median barriers, bridge railing or pavement markings. The eligible temporary items shall be limited to changeable message signs, guard rail items, or median barriers.

SPECIAL PROVISION NO. 907-108-13LPA **CODE: (SP)**

DATE: 07/31/2009

SUBJECT: Liquidated Damages

PROJECT:

Section 108, Prosecution and Progress, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby modified as follows:

907-108.07--Failure to Complete the Work on Time. Delete the table in Subsection 108.07 on page 85, and substitute the following:

Liquidated damages for this project shall be **$500.00** per calendar day.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-108-14 **CODE: (SP)**

DATE: 09/20/2007

SUBJECT: Determination and Extension of Contract Time

Section 108, Prosecution and Progress, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete in toto Subsection 108.06.2 on pages 83 thru 85, and substitute the following:

907-108.06.2--Based on Calendar Days.

907-108.06.2.1--General. Contract time will be established on the basis of Calendar Days, as indicated in the contract. The span of time allowed for the completion of the physical features of work included in the contract will be indicated in the contract documents and will be known as "Contract Time."

For contracts in which Calendar Days are specified, the span of contract time shall be the number of Calendar Days allowed in the contract starting on the date of the beginning of contract time. The beginning of contract time shall be the date listed in the contract.

The span of time allowed in the contract as awarded is based on the quantities used for comparison of bids. If satisfactory fulfillment of the contract requires performance of work in greater quantities than those set forth in the proposal, the time allowed for completion shall be increased in Calendar Days in the same ratio that the cost of such added work, exclusive of the cost of work altered by Supplemental Agreement for which a time adjustment is made for such altered work in the Supplemental Agreement, bears to the total value of the original contract unless it can be established that the extra work was of such character that it required more time than is indicated by the money value.

The Contractor shall provide sufficient materials, equipment and labor to guarantee the completion of the project in accordance with the plans and specifications within the Contract Time.

At any given date, the ratio of the accumulated monetary value of that part of the work actually accomplished to the total contract bid amount adjusted to reflect approved increases or decreases shall determine the "percent complete" of the work.

The percentage elapsed time shall be calculated as a direct ratio of the expired Calendar Days to the total Calendar Days provided for in the contract.

No increase in calendar days will be granted except as provided herein, and, except for abnormal delays caused solely by the State or other governmental authorities, or unforeseeable disastrous

phenomena of nature of the magnitude of earthquakes, hurricanes, tornadoes, or flooded essential work areas which are deemed to unavoidably prevent prosecuting the work.

In the event the Engineer determines that the calendar days when extended as provided in the contract would cause certain items of work or portions thereof, properly prosecuted in the normal sequence and manner, to fall within a period of seasonal or temperature limitations, the Engineer will make a determination as to the scope of unavoidable delays, if any, contemplated because of such seasonal or temperature limitations for periods in excess of those contemplated in the original contract. The Executive Director may thereupon establish a revised contract completion date by notifying the Contractor and the Contractor's Surety in writing of such established completion date as warranted by the engineering determination.

Liquidated Damages as set forth under the heading "Per Calendar Day" in the "Schedule of Deductions for Each Day of Overrun in Contract Time," Subsection 108.07, shall be applicable to each calendar day after the expiration of contract time, or authorized extension thereof, and until all work under the contract is completed.

Progress Schedule referred to in Subsection 108.03 will not be required.

907-108.06.2.2--Cessation of Contract Time. When the Engineer by written notice schedules a final inspection, time will be suspended until the final inspection is conducted and for an additional 14 calendar days thereafter. If after the end of the 14-day suspension all necessary items of work have not been completed, time charges will resume. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days thereafter. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the Engineer as prescribed in Subsection 105.16 and all items of work have been completed, the daily time charge will cease.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-108-24

DATE: 11/13/2012

SUBJECT: Prosecution and Progress

Before the first sentence of the second paragraph after the Table of Anticipated Productive Days in Subsection 907-108.06.2.2 on page 3, add the following.

Available productive days will start being assessed at the original Notice to Proceed/Beginning of Contract Time date shown in the contract documents, regardless of whether or not the Contractor has been issued an early Notice to Proceed.

Before Subsection 907-108.10 on page 5, add the following.

907-108.07--Failure to Complete the Work on Time. Delete the Schedule of Deductions table in Subsection 108.07 on page 85, and substitute the following.

Schedule of Deductions for Each Day of Overrun in Contract Time

Original Contract Amount		Daily Charge
From More Than	To and Including	Per Calendar Day
$ 0	100,000	$ 150
100,000	500,000	360
500,000	1,000,000	540
1,000,000	5,000,000	830
5,000,000	10,000,000	1,200
10,000,000	20,000,000	1,800
20,000,000	----------	3,500

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-108-24 **CODE: (SP)**

DATE: 03/15/2011

SUBJECT: Prosecution and Progress

Section 108, Prosecution and Progress, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-108.01--Subletting of Contract.

907-108.01.1--General. At the end of the last paragraph of Subsection 108.01.1 on page 73, add the following:

The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to make prompt payment within 15 calendar days as required above, or failure to submit the required OCR-484 Form, Certification of Payments to Subcontractors, which is also designed to comply with prompt payment requirements.

907-108.02--Notice To Proceed. Delete the second paragraph of Subsection 108.02 on page 75 and substitute the following:

The anticipated date of the Notice to Proceed (NTP) / Beginning of Contract Time (BCT) will be specified in the proposal.

Delete the fourth paragraph of Subsection 108.02 on page 75 and substitute the following:

Upon written request from the Contractor and if circumstances permit, the Notice to Proceed may be issued at an earlier date subject to the conditions stated therein. The Contractor shall not be entitled to any monetary damages or extension of contract time for any delay claim or claim of inefficiency occurring between the early issuance Notice To Proceed date and the Notice to Proceed date stated in the contract.

907-108.03--Prosecution and Progress. Delete Subsection 108.03.1 on pages 75 & 76, and substitute the following:

907-108.03.1--Progress Schedule. Prior to or at the Pre-Construction Conference, the Contractor shall furnish a progress schedule and be prepared to discuss both its proposed methodologies for fulfilling the scheduling requirements and its sequence of operations. The Engineer will review the schedule and approve the schedule as it relates to compliance with the specifications and logic. The progress schedule must be approved by the Engineer prior to commencing work. The schedule shall be a bar-chart type schedule submitted on 11"x17" paper meeting the below minimum requirements. These activities shall be significantly detailed enough to communicate the Contractor's understanding of the construction sequencing and phasing of the project.

When preparing the progress schedule, the Contractor shall include the following:

- Show a time scale to graphically show the completion of the work within contract time.
- Define and relate activities to the contract pay items.
- Show all activities in the order the work is to be performed including submittals, submittal reviews, fabrication and delivery.
- Show all activities that are controlling factors in the completion of the work.
- Show the time needed to perform each activity and its relationship in time to other activities.

Should the schedule not include the above requirements or becomes unrealistic during construction, the Contractor should immediately submit a revised, more realistic schedule for approval.

907-108.03.2--Preconstruction Conference. Delete the first paragraph of Subsection 108.03.2 on page 76 and substitute the following:

Prior to commencement of the work, a preconstruction conference shall be held for the purpose of discussing with the Contractor essential matters pertaining to the prosecution and satisfactory completion of the work. The Contractor will be responsible for scheduling the preconstruction conference. The Contractor will advise the Project Engineer in writing 14 days prior to the requested date that a conference is requested. When the contract requires the Contractor to have a certified erosion control person, the Contractor's certified erosion control person shall be at the preconstruction conference. The Department will arrange for utility representatives and other affected parties to be present.

Delete the third paragraph of Subsection 108.03.2 on page 76.

907-108.06--Determination and Extension of Contract Time. Delete Subsections 108.06.1 and 108.06.2 on pages 79 thru 85 and substitute the following:

907-108.06.1--Blank.

907-108.06.2--Based on Calendar Date Completion.

907-108.06.2.1--General. Contract Time will be established on the basis of a Completion Date, as indicated in the contract. The span of time allowed for the completion of the work included in the contract will be indicated in the contract documents and will be known as "Contract Time".

The span of time allowed in the contract as awarded is based on the quantities used for comparison of bids. If satisfactory fulfillment of the contract requires performance of work in greater quantities than those set forth in the proposal, the time allowed for completion shall be increased in Calendar Days in the same ratio that the cost of such added work, exclusive of the cost of work altered by Supplemental Agreement for which a time adjustment is made for such altered work in the Supplemental Agreement, bears to the total value of the original contract unless it can be established that the extra work was of such character that it required more time

than is indicated by the money value.

The Contractor shall provide sufficient materials, equipment and labor to guarantee the completion of the work in the contract in accordance with the plans and specifications within the Contract Time.

907-108.06.2.2--Contract Time. The following TABLE OF ANTICIPATED PRODUCTIVE DAYS indicates an average/anticipated number of productive days per month.

TABLE OF ANTICIPATED PRODUCTIVE DAYS

Month	Available Productive Days
January	6
February	7
March	11
April	15
May	19
June	20
July	21
August	21
September	20
October	16
November	11
December	5
Calendar Year	172

Allocation of anticipated productive days for a fractional part of the month will be computed as a proportion of the listed anticipated productive days for the applicable month.

An available productive day will be assessed (a) any day of the week, Monday through Friday, exclusive of legal holidays recognized by the Department in Subsection 108.04.1, in which the Contractor works or could have worked for more than six (6) consecutive hours on the controlling items of work, as determined by the Engineer, or (b) any Saturday, exclusive of legal holidays recognized by the Department in Subsection 108.04.1, in which the Contractor works for more than six (6) consecutive hours on the controlling items of work, as determined by the Engineer. When the Contractor works less than four consecutive hours during the day, no time will be charged for that day. When the Contractor works more than four but less than six consecutive hours, one-half (0.5) of an available work day will be charged for that day. When he Contractor works six or more consecutive hours during the day, one (1.0) available work day will be charged for that day.

Should the weather or other conditions be such that four (4) consecutive satisfactory hours are not available prior to noon (for daytime operations) or midnight (for nighttime operations), no time will be assessed for that day regardless of the above conditions. However, if the Contractor elects to work, time will be assessed in accordance with the previous paragraph.

Weather delays will not be considered for Saturdays, Sundays or legal holidays recognized by the Department in Subsection 108.04.1.

Available productive days will be based on soil and weather conditions and other specific conditions cited in the contract. The Engineer will determine on each applicable day the extent to which work in progress could have been productive, regardless of whether the Contractor actually worked.

Each month the Engineer will complete, and furnish to the Contractor, an "Assessment Report for Available Productive Days" (CSD-765). This report shows the number of available productive days during the estimate period and the cumulative available productive days to date. The Contractor should review the Engineer's report as to the accuracy of the assessment and confer with the Resident or Project Engineer to rectify any differences. Each should make a record of the differences, if any, and conclusions reached. In the event mutual agreement cannot be reached, the Contractor will be allowed a maximum of 15 calendar days following the ending date of the monthly report in question to file a protest Notice of Claim in accordance with the provisions of Subsection 105.17. Otherwise, the Engineer's assessment shall be final unless mathematical errors of assessment are subsequently found to exist, and any claim of the Contractor as to such matter shall be waived.

At any given date, the ratio of the accumulated monetary value of that part of the work actually accomplished to the total contract bid amount adjusted to reflect approved increases or decreases shall determine the "percent complete" of the work.

The "percentage of elapsed time" shall be calculated as a direct ratio of the expired calendar days to the total calendar days between the Beginning of Contract Time and the Specified Completion Date in the contract.

When the "percent complete" lags more than 20 percent behind the "percentage of elapsed time", the Contractor shall immediately submit a written statement and revised progress schedule indicating any additional equipment, labor, materials, etc. to be assigned to the work to ensure completion within the specified contract time. When the "percent complete" lags more than 40 percent behind the "percentage of elapsed time", the contract may be terminated.

907-108.06.2.3--Extension of Time. The Contractor may, prior to the expiration of the Contract Time, make a written request to the Engineer for an extension of time with a valid justification for the request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time.

No extension of the specified completion date will be granted except as provided herein. An extension of contract time may be granted for unusually severe weather, abnormal delays caused

solely by the State or other governmental authorities, or unforeseeable disastrous phenomena of nature of the magnitude of earthquakes, hurricanes, tornadoes, or flooded essential work areas which are deemed to unavoidably prevent prosecuting the work.

Unusually severe weather is defined as when the actual available productive days for the contract time are less than the number of available productive days shown in the Table of Anticipated Productive Days.

Any extension of contract time will be based on a calendar days basis, excluding Saturdays, Sundays or legal holidays recognized by the Department in Subsection 108.04.1. No proration of contract time will be made. Any extension of contract time will be made on or after the specified completion date. No extension of contract time will be made on a monthly basis.

Any revision of the specified completion date provided in the contract will be made automatically on the specified completion date as established in the contract, and at a later date if additional conditions so warrant.

If the completion of the project is extended into a season of the year in which completion of certain items of work would be prohibited or delayed because of seasonal or temperature limitations, the Engineer may waive the limitations provided the completion of the work will not result in a reduction in quality. When determined that the completion of the out-of-season items will cause a reduction in the quality of the work, the completion of the project will be further extended so the items may be completed under favorable weather conditions. In either case, the Engineer will notify the Contractor in writing.

Liquidated damages as set forth in Subsection 108.07 under the heading "Daily Charge Per Calendar Day" in the Table titled "Schedule of Deductions for Each Day of Overrun in Contract Time", shall be applicable to each calendar day after the specified completion date, or authorized extension thereof, and until all work under the contract is completed.

907-108.06.2.4--Cessation of Contract Time. When the Engineer by written notice schedules a final inspection, time will be suspended until the final inspection is conducted and for an additional 14 calendar days thereafter. If after the end of the 14-day suspension all necessary items of work have not been completed, time charges will resume. If the specified completion date had not been reached at the time the Contractor called for a final inspection, the calendar day difference between the specified completion date and the date the Contractor called for a final inspection will be added after the 14-day period before starting liquidation damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days thereafter. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the Engineer as prescribed in Subsection 105.16 and all items of work have been completed, the daily time charge will cease.

907-108.10--Termination of Contractor's Responsibility. In the last sentence of Subsection 108.10 on page 88, change "bond" to "performance and payment bond(s)".

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-109-5

DATE: 05/15/2012

SUBJECT: Measurement and Payment

After the last paragraph of Subsection 907-109.01 on page 1, add the following.

After the second sentence of the fourth full paragraph of Subsection 109.01 on page 90, add the following.

Where loose vehicle measurement (LVM) is used, the capacity will be computed to the nearest one-tenth cubic yard and paid to the whole cubic yard. Measurements greater than or equal to nine-tenths of a cubic yard will be rounded to the next highest number. Measurements less than nine-tenths of a cubic yard will not be rounded to the next highest number. Example: A vehicle measurement of 9.9 cubic yards will be classified as a 10-cubic yard vehicle. A vehicle measurement of 9.8 cubic yards will be classified as a 9-cubic yard vehicle.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-109-5 **CODE: (SP)**

DATE: 1/20/2011

SUBJECT: Measurement and Payment

Section 109, Measurement and Payment, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-109.01--Measurement of Quantities. Delete the third full paragraph of Subsection 109.01 on page 90 and substitute the following.

When requested by the Contractor, material specified to be measured by the cubic yard or ton may be converted to the other measure as appropriate. Factors for this conversion will be determined by the District Materials Engineer and agreed to by the Contractor. The conversion of the materials along with the conversion factor will be incorporated into the contract by supplemental agreement. The supplemental agreement must be executed before such method of measurement is used.

907-109.04--Extra and Force Account Work. In the last sentence of subparagraph (b) in Subsection 109.04 on page 91, change "bond" to "bond(s)".

Delete the first sentence of the second paragraph of subparagraph (d) in Subsection 109.04 on page 92 and substitute the following:

In the event an agreement cannot be reached for a particular piece of equipment, the book entitled "Rental Rate Blue Book For Construction Equipment" as published by EquipmentWatch® and is current at the time the force account work is authorized will be used to determine equipment ownership and operating expense rates.

907-109.06--Partial Payment.

907-109.06.1--General. Delete the fourth and fifth sentences of the third paragraph of Subsection 109.06.1 on page 94, and substitute the following:

In the event mutual agreement cannot be reached, the Contractor will be allowed a maximum of 25 calendar days following the Contractor's receipt of the monthly estimate in question to file in writing, a protest Notice of Claim in accordance with the provisions Subsection 105.17. Otherwise, the Engineer's estimated quantities shall be considered acceptable pending any changes made during the checking of final quantities.

907-109.07--Changes in Material Costs. Delete the third full paragraph of Subsection 109.07 on page 96 and substitute the following:

A link to the established base prices for bituminous products and fuels will be included in the contract documents under a Notice to Bidders entitled "Petroleum Products Base Prices."

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-110-2 **CODE: (SP)**

DATE: **04/02/2010**

SUBJECT: **Wage Rates**

Section 110, Required Contract Provisions, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-110.02--Application. Delete Subsection 110.02.2 on page 100 and substitute the following.

907-110.02.2--Wage Rates. All persons employed or working upon the site of the work will be paid at wage rates not less than those contained in the wage determination decision of the Secretary of Labor in effect 10 days prior to taking bids.

Bidders are advised that regardless of the wage rates listed in the Supplement to FHWA 1273 in the contract, minimum federal wage rates must be paid.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-213-2 **CODE: (IS)**

DATE: **01/25/2008**

SUBJECT: Agricultural Limestone

Section 907-213, Fertilizing, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-213.05--Basis of Payment. Delete the first sentence of the first paragraph of Subsection 213.05 on page 136 and add the following as the first paragraph of this subsection.

Hard rock agricultural limestone will be paid for at the contract unit price per ton. Hard rock agricultural limestone with a relative neutralizing value (RNV), determined in accordance with Subsection 907-715-02.2.1.3, of between 60.0% and 62.9% will be paid for at half (½) the contract unit price per ton. No payment will be made for hard rock agricultural limestone with an RNV less than 60.0%.

Delete the first pay item listed on page 137 and substitute the following:

907-213-A: Agricultural Limestone - per ton

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-237-4 **CODE: (SP)**

DATE: 03/13/2012

SUBJECT: Wattles

Section 907-237, Wattles, is hereby added to and made a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-237 - WATTLES

907-237.01--Description. This work consists of furnishing, constructing and maintaining wattles for the retention of soil around inlets, swale areas, small ditches, sediment basins and other areas as necessary. Also, the work includes removing and disposing of the wattles and silt accumulations.

Measurement and payment for wattles will be made only when a pay item is included in the bid schedule of the proposal. The quantity is estimated for bidding purposes only and will be dependent upon actual conditions which occur during construction of the project.

907-237.02--Materials. Wattles used around inlets shall have a diameter of twelve inches (12") and a length adequate to meet field conditions. Wattles used at other locations shall have a diameter of twenty inches (20") and a length adequate to meet field conditions. The minimum diameter for the above wattle sizes shall be one inch (1") less than the specified diameter.

The stakes used in securing the wattles in place shall be placed approximately three feet (3') apart throughout the length of the wattle. Stakes shall be wooden and of adequate size to stabilize the wattles to the satisfaction of the Engineer.

In addition to the requirements of this specifications, wattles shall be listed on the Department's "Approved Sources of Materials".

907-237.03--Construction Requirements.

907-237.03.1--General. The wattles shall be constructed at the locations and according to the requirements shown on the erosion control plan.

907-237.03.2--Maintenance and Removal. The Contractor shall maintain the wattles and remove and dispose of silt accumulations.

When the wattles are no longer needed, they shall be removed and the Contractor shall dispose of silt accumulations and treat the disturbed areas in accordance with the contract requirements.

907-237.04--Method of Measurement. Wattles of the size specified will be measured per linear foot.

907-237.05--Basis of Payment. Wattles, measured as prescribed above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for installation, maintaining and removal of the wattles, the removal and disposal of silt accumulations and any required restoration of the disturbed areas.

Payment will be made under:

907-237-A: Wattles, Size - per linear foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-246-3 **CODE: (SP)**

DATE: **11/08/2010**

SUBJECT: **Sandbags and Rockbags**

Section 907-246, Sandbags and Rockbags, is hereby added to and made a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-246 -- SANDBAGS AND ROCKBAGS

907-246.01--Description. This item of work shall consist of the furnishing, installing, and maintaining sandbags and rockbags for the purpose of temporary erosion control by intercepting and slowing the flow of sediment-laden runoff water, or for use as a temporary dam.

907-246.02--Materials. The filler material for sandbags shall consist of a fine aggregate meeting the requirements of Subsection 703.02. The filler material for rockbags shall consist of a size 57 aggregate meeting the requirements of Subsection 703.03.

The bag material shall be woven polypropylene, polyethylene or polyamide fabric with a minimum unit weight of four (4) ounces per square yard. The bags shall be a minimum of 21 inches in length, 12 inches in width, and four (4) in thickness when filled.

907-246.03--Construction Requirements. Sandbags and rockbags shall be used to construct a berm/dam which will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Sand or rock shall be placed in the bag so that at least the top six (6) inches of the bag is unfilled to allow for proper tying of the open end. Any subsequent rows of bags shall be offset one-half the length of the preceding row to provide a layered brick-type arrangement.

The sandbag and rockbag berm/dam installation shall be maintained in good condition by the Contractor. All necessary work and materials to maintain the integrity of the installation shall be provided until earthwork construction is complete and permanent erosion-control features are in place. The maintenance of the bags will not be paid for separately and will be included in the cost for sandbags or rockbags.

907-246.04--Method of Measurement. Sandbags and rockbags will be measured per linear foot or each.

Sandbags and rockbags measured by the linear foot shall be in accordance with the details in the erosion control drawing. The length of the sandbag or rockbag berm/dam will be measured end-to-end along the cross-section of the ditch in accordance with the erosion control drawing.

907-246.05--Basic of Payment. Sandbags and rockbags, measured as prescribed above, will be

paid for per linear foot or each, which prices shall be full compensation for furnishing bags, fine aggregate, size 57 aggregate, placement of bags, maintenance of the installation, removal and disposal of the sediment deposits and removal after construction has been completed, and for all labor, tools, equipment and incidentals necessary to complete the work.

Payment will be made under:

907-246-A: Sandbags - per linear foot or each

907-246-B: Rockbags - per linear foot or each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-601-1 **CODE: (IS)**

DATE: 08/29/2007

SUBJECT: Structural Concrete

Division 600, Incidental Construction, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After the heading **DIVISION 600 - INCIDENTAL CONSTRUCTION**, add the following:

Unless otherwise specified, all testing of Portland cement concrete in Division 600 shall be in accordance with the requirements of Subsection 907-601.02.1.

907-601.02--Materials.

907-601.02.1--General. Delete the second and third sentence of the first paragraph of Subsection 601.02.1 on page 348, and substitute the following:

Sampling and testing will be in accordance with TMD-20-04-00-000 or TMD-20-05-00-000, as applicable.

907-601.03.6.3--Removal of Falsework, Forms, and Housing. Delete the first paragraph, the table and second paragraph of Subsection 601.03.6.3 on pages 349 and 350, and substitute the following:

The removal of falsework, forms, and the discontinuance of heating, shall be in accordance with the provisions and requirements of Subsection 907-804.03.15, except that the concrete shall conform to the following compressive strength requirements:

Wingwall and Wall Forms not Under Stress	1000 psi
Wall Forms under Stress	2200 psi
Backfill and Cover clear	2400 psi

In lieu of using concrete strength cylinders to determine when falsework, forms, and housings can be removed, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Subsection 907-804.03.15. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of Subsection 907-804.03.15. Technicians using the maturity meter or calculating strength/maturity graphs shall meet the requirements of Subsection 907-804.03.15.

907-601.05--Basis of Payment. Add the "907" prefix to the pay items listed on page 352.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-603-8 **CODE: (SP)**

DATE: 05/12/2008

SUBJECT: Culverts and Storm Drains

Section 603, Culverts and Storm Drains, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-603.03--Construction Requirements.

907-603.03.2--Bedding. After the first paragraph of the Subsection 603.03.2 on page 356, add the following:

Non-rigid pipe used in cross drains and storm drains shall have a Class B bedding. Non-rigid pipe used in side drains shall have a Class C bedding. No separate measurement will be made for pipe bedding. Costs associated with pipe bedding shall be included in the cost of the pipe.

907-603.03.4--Joining Conduit.

907-603.03.4.1--Storm Drainage. Delete the first sentence of the seventh paragraph of Subsection 603.03.4.1 on page 358, and substitute the following:

Flexible steel conduits shall be firmly joined by coupling bands.

907-603.03.7--Backfilling. After the first paragraph of the Subsection 603.03.7 on page 360, add the following:

Backfill of non-rigid corrugated polyethylene and poly (vinyl chloride) (PVC) pipe used in cross drains and storm drains shall be performed using one of the following methods:

1. Flowable fill meeting the requirements of Section 631 of the Standard Specifications. If flowable fill is used, care shall be taken to prevent the pipe from "floating".
2. Crushed stone aggregate meeting the requirements of Subsection 703.04.3 of the Standard Specification.

No separate measurement will be made for backfilling pipe. Costs associated with backfilling pipe will be included in the cost of the pipe.

907-603.05--Basis of Payment. Add the "907" prefix to pay item nos. 603-ALT, 603-MA thru 603-MH, 603-NA thru 603-NL, 603-PE, and 603-PVC on pages 364 thru 366.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-626-25 **CODE: (IS)**

DATE: 11/13/2012

SUBJECT: Thermoplastic Traffic Markings

Section 626, Thermoplastic Traffic Markings, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-626.01--Description. After the last sentence of the first paragraph of Subsection 626.01 on page 443, add the following.

All pavement marking material, excluding edge lines over rumble strips, shall be applied using the extrusion/ribbon method. Edge lines placed over rumble strips shall be applied using the atomization/spray method.

907-626.03.1.1--Equipment. After the second paragraph of Subsection 626.03.1.1 on page 444, add the following.

When edge lines are placed over rumble strips, the equipment must be able to apply the marking material using the atomization/spray method instead of extrusion/ribbon method.

907-626.03.1.2--Construction Details. Delete the second sentence of the first full paragraph of Subsection 626.03.1.2 on page 445, and substitute the following.

Unless otherwise specified in the plans or contract documents, the thickness shall be 90 mils for edge lines, center lines, lane lines, barrier lines and detail stripe including gore markings, and 120 mils for crosswalks, stop lines, and railroad, word and symbol markings.

After the last sentence of the third full paragraph of Subsection 626.03.1.2 on page 445, add the following.

When double drop thermoplastic stripe is called for in the contract, additional beads by the drop-on method shall be applied as follows.

Class A glass beads at a rate of not less than three pounds of beads per 100 feet of six-inch stripe.
Class B glass beads at a rate of not less than three pounds of beads per 100 feet of six-inch stripe.

The Class B glass beads shall be applied to the newly placed stripe first, followed by the application of the Class A glass beads.

907-626.05--Basis of Payment. Delete the pay items listed on page 446 and substitute the following.

907-626-A: 6" Thermoplastic* Traffic Stripe, Skip White - per linear foot or mile

907-626-B: 6" Thermoplastic* Traffic Stripe, Continuous White - per linear foot or mile

907-626-C: 6" Thermoplastic* Edge Stripe, Continuous White - per linear foot or mile

907-626-D: 6" Thermoplastic* Traffic Stripe, Skip Yellow - per linear foot or mile

907-626-E: 6" Thermoplastic* Traffic Stripe, Continuous Yellow - per linear foot or mile

907-626-F: 6" Thermoplastic* Edge Stripe, Continuous Yellow - per linear foot or mile

907-626-G: Thermoplastic* Detail Stripe, Color - per linear foot

907-626-H: Thermoplastic* Legend, White - per linear foot or square foot

* Indicate Double Drop if applicable

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-639-4 **CODE: (SP)**

DATE: 04/10/2009

SUBJECT: Traffic Signal Equipment Poles

Section 639, Traffic Signal Equipment Poles, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-639.02--Materials.

907-639.02.2--Mast Arms. Delete the sentence in Subsection 639.02.2 on page 481 and substitute the following:

Mast arms and mast arm extensions shall be steel meeting the requirements of Subsection 722.16

907-639-02.3--Foundations. Delete the first sentence Subsection 639.02.3 on page 481 and substitute the following:

Cast-in-place foundations for concrete, steel, and/or aluminum shafts shall be as specified on plans, and shall be cast of reinforced Class "B" Concrete conforming to the requirements of Sections 601 and 602, unless otherwise indicated on the plans.

907-639-03.1--Foundations. Before the first paragraph of Subsection 639.03.1 on page 481, add the following:

Pole foundations shall be constructed as per the details on the plans, these specifications, and Section 803 of the Standard Specifications. Casings, if required, will be in accordance with Section 803 of the Standard Specifications.

In the first sentence of the first paragraph of Subsection 639.03.1 on page 481, change "Section 206" to "Section 801".

After the first paragraph of Subsection 639.03.1 on page 482, add the following:

Due to the soil conditions in certain areas, the plans may indicate locations where the concrete shall be placed with a tremie. When a tremie is used, it shall perform in accordance with the requirements in Subsection 804.03.9 of the Standard Specifications.

In some instances, it may be necessary to use slip casing to keep the holes open. Casing may be required in portions of the holes that are not stable. Casings authorized by the Engineer shall be of suitable size and strength to accommodate the drilling equipment and to withstand ground-pressures and removal operations without deformation of the poured shaft. When removed, the casings shall revert to the Contractor for disposal.

907-639.04--Method of Measurement. Delete the first and second paragraphs of Subsection 639.04 on page 482, and substitute the following:

Traffic signal equipment pole of the type specified will be measured as unit quantities per each. Such measurement shall include the pole, mast arms and all other incidentals necessary to complete the equipment pole.

Traffic signal equipment pole shaft extension of the type specified will be measured as a unit quantity per each. Such measurements shall include the pole attachment, shaft, and all other mounting attachments necessary to extend a shaft as required in the plans

Pole foundations of the size specified will be measured by the cubic yard, which measurement shall be the area bounded by the vertical planes of the neat lines of the foundation.

Slip casings of the size specified will be measured by the linear foot from the ground elevation to the bottom of the strata needing to be cased.

Traffic signal equipment pole mast arm extension, as indicated, will be measured as a unit quantity per each. Such measurements shall include the mast arm extension and all other mounting attachments necessary to extend the arm as indicated.

907-639.05--Basis of Payment. Delete the first paragraph of Subsection 639.05 on page 482, and substitute the following:

Traffic signal equipment pole and traffic signal equipment pole extension of the type specified, measured as provided in above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials, erecting, installing, connecting and testing poles, pole bases, mast arms, caps, covers, ground wire, ground rods, hardware and for all equipment, tools, labor and incidentals necessary to complete the equipment pole.

Pole foundations, measured as prescribed above, will be paid for at the contract unit price per cubic yard, which price shall include full compensation for structure excavation, reinforcing steel, anchor bolts; for placing, curing, and installing concrete; for replacing sod and final clean-up; and for all equipment, labor, tools and incidentals necessary to complete the foundation.

Slip casings, measured as prescribed above, will be paid for at the contract price per linear foot, which price shall be full compensation for all materials, tools, equipment, labor, and incidentals necessary to complete to work.

Traffic signal equipment pole mast arm extension, measured as provided above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials, for installing the mast arm extension and for all equipment, tools, labor, and incidentals necessary to complete the work.

Delete the list of pay items on page 482, and substitute the following:.

907-639-A: Traffic Signal Equipment Pole, Type ____	- per each
907-639-B: Traffic Signal Equipment Pole Shaft Extension, Description	- per each
907-639-C: Pole Foundations, ____ Diameter	- per cubic yard
907-639-D: Slip Casing, ____ Diameter	- per linear foot
907-639-G: Traffic Signal Equipment Pole Mast Arm Extension *	- per each

* Additional information may be indicated

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-642-2 **CODE: (SP)**

DATE: 08/24/2007

SUBJECT: Solid State Traffic Actuated Controllers

Section 642, Solid State Traffic Actuated Controllers, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-642.01--Description. After the first paragraph of Subsection 642.01 on page 484, add the following:

This work also includes making modifications to a solid state traffic actuated signal controller(s) in accordance with the plans and contract documents.

907-642.04--Method of Measurement. After the first paragraph of Subsection 642.04 on page 506, add the following:

Solid state traffic actuated signal controller modifications, complete in place and accepted, will be measured as unit quantities per each for a complete and operable unit in accordance with the contract provisions.

907-642.05--Basis of Payment. After the first paragraph of Subsection 642.05 on page 506, add the following:

Solid state traffic actuated controller assemblies, measured as prescribed above, will be paid for at the contract unit price bid per each; which price shall be full compensation for any foundation construction, cabinets, relays, terminals, circuit breakers, controller units and conflict monitors, any communications devices and/or video facilities, connectors, load switches, mounting material, all other materials for constructing, installing, connecting, testing and final cleanup; and for all equipment, labor, tools and incidentals necessary to complete the work in accordance with the contract documents.

Add the last pay item listed on page 506, add the following:

907-642-B: Solid State Traffic Actuated Controller Modification, * - per each

* Optional Supplemental Description

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-701-4 **CODE: (IS)**

DATE: 11/09/2010

SUBJECT: Hydraulic Cement

Section 701, Hydraulic Cement, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete Subsection 701.01 on pages 595 & 596, and substitute the following:

907-701.01--General. The following requirements shall be applicable to hydraulic cement:

Only hydraulic cements conforming to Section 701 shall be used. Hydraulic cements shall not be listed or designated as meeting more than one AASHTO or Department type.

Different brands of hydraulic cement, or the same brand of hydraulic cement from different mills, shall not be mixed or used alternately in any one class of construction or structure, without written permission from the Engineer; except that this requirement will not be applicable to hydraulic cement treatment of design soils, or bases.

The Contractor shall provide suitable means for storing and protecting the hydraulic cement against dampness. Hydraulic cement, which for any reason, has become partially set or which contains lumps of caked hydraulic cement will be rejected. Hydraulic cement salvaged from discarded or used bags shall not be used.

The temperature of bulk hydraulic cement shall not be greater than 165°F at the time of incorporation in the mix.

Acceptance of hydraulic cement will be based on the certification program as described in the Department's Materials Division Inspection, Testing, and Certification Manual and job control sampling and testing as established by Department SOP.

Retests of hydraulic cement may be made for soundness and expansion within 28 days of test failure and, if the hydraulic cement passes, it may be accepted. Hydraulic cement shall not be rejected due to failure to meet the fineness requirements if upon retests after drying at 212°F for one hour, it meets such requirements.

Delete Subsection 701.02 on page 596, and substitute the following:

907-701.02--Portland Cement.

907-701.02.1--General.

907-701.02.1.1--Types of Portland Cement. Portland cement (cement) shall be either Type I or Type II conforming to AASHTO Designation: M85 or Type I(MS), as defined by the description below Table 1. Type III cement conforming to AASHTO Designation: M85 or Type III(MS), as defined by the description below Table 1, may be used for the production of precast or precast-prestressed concrete members.

907-701.02.1.2--Alkali Content. All cement types in this Subsection shall meet the Equivalent alkali content requirement for low-alkali cements listed in AASHTO Designation: M85, Table 2.

907-701.02.2--Replacement by Other Cementitious Materials. The maximum replacement of cement by weight is 25% for fly ash or 50% for ground granulated blast furnace slag (GGBFS). The minimum tolerance for replacement shall be 5% below the maximum replacement content. Replacement contents below this minimum tolerance by fly ash or GGBFS may be used, but shall not be given any special considerations, like the maximum acceptance temperature for Portland cement concrete containing pozzolans. Special considerations shall only apply for replacement of cement by fly ash or GGBFS.

907-701.02.2.1--Portland Cement Concrete Exposed to Soluble Sulfate Conditions or Seawater. When Portland cement concrete is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash, GGBFS, or silica fume shall be as follows in Table 1.

Table 1- Cementitious Materials for Soluble Sulfate Conditions

Sulfate Exposure	Water-soluble sulfate (SO_4) in soil, % by mass	Sulfate (SO_4)in water, ppm	Cementitious material required*
Moderate and Seawater	0.10 - 0.20	150 - 1,500	Type II **, ***, **** cement, or Type I cement with one of the following replacements of cement by weight: 25% Class F fly ash, 50% GGBFS, or 8% silica fume
Severe	0.20 - 2.00	1,500 - 10,000	Type I cement with a replacement by weight of 50% GGBFS, or Type II ** cement with one of the following replacements of cement by weight: 25% Class F fly ash, 50% GGBFS, or 8% silica fume

* The values listed in this table for replacement of Portland cement by the cementitious materials listed are maximums and shall not be exceeded. The minimum tolerance for replacement shall be 0.5% below the maximum replacement content. Replacement contents below this minimum tolerance by the cementitious materials listed in this table do not meet the requirements for the exposure conditions listed and shall not be allowed.

** Type I cement conforming to AASHTO Designation: M85 with a maximum 8% tricalcium aluminate (C_3A) may be used in lieu of Type II cement; this cement is given the designation "Type I(MS)". Type III cement conforming to AASHTO Designation: M85 with a maximum 8% tricalcium aluminate (C_3A) may be used in lieu of Type II cement as allowed in Subsection 907-701.02.1; this cement is given the designation "Type III(MS)".

*** Blended cement meeting the sulfate resistance requirements of Subsection 907-701.04 may be used in lieu of Type II as allowed in Subsection 907-701.04. No additional cementitious materials shall be added to or as a replacement for blended cement.

**** Class F fly ash or GGBFS may be added as a replacement for cement as allowed in Subsection 907-701.02.2.

Class C fly ash shall not be used as a replacement for cement in any of the sulfate exposure conditions listed above.

907-701.02.2.2--Cement for Soil Stabilization Exposed to Soluble Sulfate Conditions or Seawater. When Portland cement for use in soil stabilization is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall meet the requirements of Subsection 907-701.02.2.1. Neither metakaolin nor silica fume shall be used to bring the cementitious materials into compliance with the requirements of Table 1.

Delete Subsection 701.03 on page 596, and substitute the following:

907-701.03--Masonry Cement. Masonry cement shall conform to ASTM Designation: C 91 and shall only be used in masonry applications.

Delete Subsection 701.04 on page 596, and substitute the following:

907-701.04--Blended Hydraulic Cement.

907-701.04.1--General.

907-701.04.1.1--Types of Blended Cement. Blended hydraulic cements (blended cements) shall be of the following types and conform to AASHTO Designation: M 240:

Type I(SM) – Slag-modified Portland cement
Type IS – Portland blast-furnace slag cement
Type I(PM) – Pozzolan-modified Portland cement
Type IP – Portland-pozzolan cement

Blended cement for use in Portland cement concrete or soil stabilization exposed to the moderate soluble sulfate condition or exposure to seawater as defined in Table 1 shall meet the Sulfate resistance requirement listed in AASHTO Designation: M 240, Table 2 and the "(MS)" suffix shall be added to the type designation.

907-701.04.1.2--Alkali Content. All blended cement types in this Subsection shall meet the Mortar expansion requirements listed in AASHTO Designation: M 240, Table 2.

907-701.04.2--Replacement by Other Cementitious Materials. No additional cementitious materials, such as Portland cement, performance hydraulic cement, fly ash, GGBFS, metakaolin, or others, shall be added to or as a replacement for blended cement.

907-701.04.3--Exposure to Soluble Sulfate Conditions or Seawater. When Portland cement concrete or blended cement for soil stabilization is exposed to moderate soluble sulfate conditions or to seawater, where the moderate soluble sulfate condition is defined in Table 1, the blended cement shall meet the sulfate resistance requirement listed in AASHTO Designation: M 240, Table 2.

When Portland cement concrete or blended cement for soil stabilization is exposed to severe soluble sulfate conditions, where the severe soluble sulfate condition is defined in Table 1, blended cements shall not be used.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-708-5

DATE: 04/11/2012

SUBJECT: Non-Metal Drainage Structures

After Subsection 907-708.02.1.2 on page 1, add the following.

907-708.02.1.4--Coarse Aggregate. Delete the last sentence of Subsection 708.02.1.4 on page 639.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-708-5 **CODE: (SP)**

DATE: **05/12/2008**

SUBJECT: **Non-Metal Drainage Structures**

Section 708, Non-Metal Structures and Cattlepasses, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-708.02.1.2--Fly Ash. In the first sentence of Subsection 708.02.1.2 on page 639, change "20 percent" to "25%".

907-708.02.3.2--Marking. Delete the second sentence of Subsection 708.02.3.2 on page 640, and substitute the following:

Machine made pipe shall be marked in accordance with one of the following methods: 1) the pipe shall be inscribed on the outside of the pipe and stenciled on the inside of the pipe, or 2) the pipe shall be inscribed on the inside of the pipe, only. All other pipe may be stenciled.

907-708.17--Corrugated Plastic Pipe Culverts.

907-708.17.1--Corrugated Polyethylene Pipe Culverts. Delete the first sentence of the first paragraph of Subsection 708.17.1 on page 645 and substitute the following.

Corrugated polyethylene pipe shall conform to the requirements of AASHTO Designation: M 294, Type S and/or SP, as applicable, and shall have soil tight joints, unless otherwise specified.

Delete the last sentence of the second paragraph of Subsection 708.17.1 on page 645.

After Subsection 708.17.1 on page 645, add the following:

907-708.17.1.1--Inspection and Final Acceptance of Corrugated Polyethylene Pipe Culverts. Approximately 50% of the installed length of corrugated polyethylene pipe shall be inspected for excess deflection no sooner than 30 days after the embankment material over the pipe is placed to the required subgrade elevation or the maximum required fill height. The inspection shall be performed using either electronic deflectometers, calibrated television or video cameras, or a "go, no-go" mandrel that has an effective diameter of 95% of the nominal inside diameter of the pipe.

Pipe found to have deflection values greater than 5% shall be removed and replaced at no cost to the State.

907-708.17.2--Corrugated Poly (Vinyl Chloride) (PVC) Pipe Culverts. Delete the first sentence of the first paragraph of Subsection 708.17.2 on page 645 and substitute the following.

Corrugated poly (vinyl chloride) (PVC) pipe shall conform to the requirements of AASHTO Designation: M 304 and shall have soil tight joints, unless otherwise specified. Non-perforated PVC pipe used in underdrains shall either be manufactured with an ultra-violet light inhibitor or be fully coated with an ultra-violet light inhibitor.

After Subsection 708.17.2 on page 645, add the following:

907-708.17.2.1—Inspection and Final Acceptance of Poly (Vinyl Chloride) (PVC) Pipe Culverts. Approximately 50% of the installed length of PVC pipe shall be inspected for excess deflection no sooner than 30 days after the embankment material over the pipe is placed to the required subgrade elevation or the maximum required fill height. The inspection shall be performed using either electronic deflectometers, calibrated television or video cameras, or a "go, no-go" mandrel that has an effective diameter of 95% of the nominal inside diameter of the pipe.

Pipe found to have deflection values greater than 5% shall be removed and replaced at no cost to the State.

907-708.18--Sewer Pipe Used for Underdrains.

907-708.18.1--General. After the second paragraph of Subsection 708.18.1 on page 645 add the following:

In lieu of the pipe listed in this subsection, pipe meeting the requirements of Subsection 708.19 may also be used for plastic underdrain pipe.

907-708.18.3--Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe. After the first sentence of Subsection 708.18.3 on page 645, add the following.

Non-perforated PVC pipe shall either be manufactured with an ultra-violet light inhibitor or be fully coated with an ultra-violet light inhibitor.

907-708.18.4--Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe. Delete the paragraph in Subsection 708.18.4 on page 645 and substitute the following.

This pipe shall conform to the following requirements. For pipe sizes less than or equal to six inches ($\leq$ 6"), the pipe shall be Class PS46 meeting the requirements of AASHTO Designation: M 278. For pipe sizes greater than six inches ($>$ 6"), the pipe shall meet the requirements of AASHTO Designation: M 304. Non-perforated PVC pipe shall either be manufactured with an ultra-violet light inhibitor or be fully coated with an ultra-violet light inhibitor.

Delete Subsection 708.19 on page 645 and substitute the following:

907-708.19--Corrugated Polyethylene Pipe. This pipe shall be high density polyethylene pipe or drainage tubing meet the requirements of AASHTO Designation: M 294, Type S or SP, or

AASHTO Designation: M 252, Type S or Type SP, as applicable.

907-708.22.2--Exceptions to AASHTO. Delete the sixth paragraph of Subsection 708.22.2 on page 647.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-709-1 **CODE: (SP)**

DATE: 05/05/2008

SUBJECT: Metal Pipe

Section 709, Metal Pipe, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After Subsection 709.02 on page 649, add the following:

907-709.02.1--Aluminized Corrugated Metal Culvert Pipe and Pipe Arches. All aluminized metal pipe and arches shall be manufactured from Type 2 corrugated metal pipe and arches in accordance with the requirements of Subsection 709.02.

907-709.03--Bituminous Coated Corrugated Metal pipe and Pipe Arches.

907-709.03.1--Materials. Delete the first sentence of the first paragraph of Subsection 709.03.1 on page 649, and substitute the following:

Bituminous coated corrugated metal pipe and arches shall conform to the requirements of AASHTO Designation: M 190 and be completely coated inside and out with an asphalt cement which will meet the performance requirements hereinafter set forth.

907-709.05--Polymer Coated Corrugated Metal Pipe and Pipe Arches. Delete the first sentence of the first paragraph of Subsection 709.05 on pages 649 and 650, and substitute the following:

Polymer coated corrugated metal pipe and arches shall conform to the requirements of AASHTO Designation: M 245, except the minimum gauge thickness shall be as shown on the plans or in the contract; however, corrugated metal pipe manufactured from sheets thicker than that specified will be acceptable when approved by the Engineer. The internal diameter of corrugated metal pipe will be determined by inside measurement between the crests of the corrugations. Corrugations greater than 3" x 1" will not be allowed in arch pipe.

907-709.06--Corrugated Metal Pipe for Underdrains. Delete the sentence in Subsection 709.06 on page 650, and substitute the following:

Corrugated metal pipe shall conform to AASHTO Designation: M 36, Type III. Type I pipe which has been perforated to permit the in-flow or out-flow of water may be used in lieu of Type III pipe.

907-709.06.1--Aluminized Corrugated Metal Culvert Pipe For Underdrains. All aluminized corrugated metal pipe for underdrains shall be manufactured from Type 2 corrugated metal pipe

and arches in accordance with the requirements of AASHTO Designation: M 36, Type III. Manufacturer must repair any damaged coating caused from perforating the pipe.

907-709.07--Bituminous Coated Corrugated Metal Pipe for Underdrains. Delete the sentence in Subsection 709.07 on page 650, and substitute the following:

Bituminous coated corrugated metal pipe shall conform to the requirements of AASHTO Designation: M 190, Type A with a bituminous coating applied in accordance with the requirements of Subsection 709.03. Manufacturer must repair any damaged coating caused from perforating the pipe.

907-709.08--Polymer Coated Corrugated Metal Pipe for Underdrains. Delete the sentence in Subsection 709.08 on page 650, and substitute the following:

The metal pipe for underdrains shall conform to the requirements of AASHTO Designation: M 245, Type III and the polymer coating shall conform to the requirements of Subsection 709.05. Type I pipe which has been perforated to permit the in-flow or out-flow of water may be used in lieu of Type III pipe. Manufacturer must repair any damaged coating caused from perforating the pipe.

907-709.09--Corrugated Aluminum Alloy Culvert Pipe and Arches. Delete the first sentence in Subsection 709.09 on page 650, and substitute the following:

Corrugated aluminum culvert pipe and arches shall conform to the requirements of AASHTO Designation: M 196, Type IA.

907-709.10--Corrugated Aluminum Alloy Pipe for Underdrains. Delete the first sentence in Subsection 709.10 on page 650, and substitute the following:

Corrugated aluminum pipe underdrains shall conform to the requirements of AASHTO Designation: M 196, Type III. Type I pipe which has been perforated to permit the in-flow or out-flow of water may be used in lieu of Type III pipe.

907-709.11--Bituminous Coated Corrugated Aluminum Alloy Culvert Pipe and Arches. Delete the sentence in Subsection 709.11 on page 650, and substitute the following:

Bituminous coated aluminum culvert pipe and arches shall conform to AASHTO Designation: M 196, Type IA, and in addition shall be coated inside and out as specified in Subsection 709.03. Manufacturer must repair any damaged coating caused from perforating the pipe.

907-709.13--Bituminous Coated Corrugated Aluminum Alloy Pipe for Underdrains. Delete the sentence in Subsection 709.13 on page 650, and substitute the following:

This pipe shall conform to AASHTO Designation: M 196, Type III, and shall be coated with bituminous material conforming to AASHTO Designation: M 190, type coating as specified. Manufacturer must repair any damaged coating caused from perforating the pipe.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-711-4 **CODE: (IS)**

DATE: **06/26/2009**

SUBJECT: Synthetic Structural Fiber Reinforcement

Section 711, Reinforcement and Wire Rope, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After Subsection 711.03.4.3 on page 665, add the following:

907-711.04--Synthetic Structural Fiber. The synthetic structural fibers shall be approved for listing in the Department's "Approved Sources of Materials" prior to use. The synthetic structural fibers shall be added to the concrete and mixed in accordance with the manufacturer's recommended methods.

907-711.04.1--Material Properties. The fibers shall meet the requirements of ASTM Designation: C 1116, Section 4.1.3. The fibers shall be made of polypropylene, polypropylene/polyethylene blend, nylon, or polyvinyl alcohol (PVA).

907-711.04.2--Minimum Dosage Rate. The dosage rate shall be such that the average residual strength ratio ($R_{150,3.0}$) of fiber reinforced concrete beams is a minimum of 20.0 percent when the beams are tested in accordance with ASTM Designation: C 1609. The dosage rate for fibers shall be determined by the following.

The fiber manufacturer shall have the fibers tested by an acceptable, independent laboratory acceptable to the Department and regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology and approved to perform ASTM Designations: C 39, C 78, and C192.

The laboratory shall test the fibers following the requirements of ASTM Designation: C 1609 in a minimum of three (3) test specimens cast from the same batch of concrete, molded in 6 x 6 x 20-inch standard beam molds meeting the requirements of ASTM Designation: C 31. The beams shall be tested on an 18-inch span. The tests for $R_{150,3.0}$ shall be performed when the average compressive strength of concrete used to cast the beams is between 3500 and 4500 psi. The tests for compressive strength shall follow the requirements of ASTM Designation: C 39. The average compressive strength shall be determined from a minimum of two (2) compressive strength cylinders.

The value for $R_{150,3}$ shall be determined using the following equation:

$$R_{150,3.0} = \frac{f_{150,3.0}}{f_1} \times 100$$

The residual flexural strength ($f_{150,3.0}$) shall be determined using the following equation:

$$f_{150,3.0} = \frac{P_{150,3.0} \times L}{b \times d^2}$$

where:

$f_{150,3.0}$ is the residual flexural strength at the midspan deflection of $L/150$, (psi),
$P_{150,3.0}$ is the residual load capacity at the midspan deflection of $L/150$, (lbf),
L is the span, (in),
b is the width of the specimen at the fracture, (in), and
d is the depth of the specimen at the fracture, (in).

For a 6 x 6 x 20-inch beam, the $P_{150,3.0}$ shall be measured at a midspan deflection of 0.12 inch.

Additionally, $R_{150,3.0}$, $f_{150,3.0}$, and $P_{150,3.0}$ may also be referred to as R_{150}^{150}, f_{150}^{150}, and P_{150}^{150} respectively.

At the dosage rate required to achieve the minimum $R_{150,3}$, the mixture shall both be workable and the fibers shall not form clumps.

The manufacturer shall submit to the State Materials Engineer certified test reports from the independent laboratory showing the test results of each test specimen.

907-711.04.3--Job Control Requirements. The synthetic structural fibers shall be one from the Department's "Approved Sources of Materials."

At the required dosage rate, the mixture shall both be workable and the fibers shall not form clumps to the satisfaction of the Engineer. If the mixture is determined by the Engineer to not be workable or have clumps of fibers, the mixture may be rejected.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-713-2

DATE: 04/04/2012

SUBJECT: Admixtures for Concrete

After the last sentence of the first paragraph of Subsection 907-713.02 on page 1, add the following.

Admixtures providing a specific performance characteristic(s) other than those of water reduction or set retardation shall meet the minimum requirements for Type S. For admixtures meeting the requirements for Type S, the manufacturer shall provide data to substantiate the specific performance characteristic(s) to the satisfaction of the State Materials Engineer.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-713-2 **CODE: (IS)**

DATE: 11/09/2010

SUBJECT: Admixtures for Concrete

Section 713, Concrete Curing Materials and Admixtures, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

After the second paragraph of Subsection 713.01.2 on page 676, add the following.

Type 1-D compound may be used on bridge rails, median barriers, and other structures requiring a spray finish. When Type 1-D compound is used, it will be the Contractor's responsibility to assure that the compound has dissipated from the structure prior to applying the spray finish and that the spray finish adheres soundly to the structure.

Delete Subsection 713.02 on pages 676 & 677, and substitute the following:

907-713.02--Admixtures for Concrete. Air-entraining admixtures used in Portland cement concrete shall comply with AASHTO Designation: M 154. Set-retarding, accelerating, and/or water-reducing admixtures shall comply with AASHTO Designation: M 194. Water-reducing admixture shall meet the minimum requirements for Type A. Set-retarding admixtures shall meet the minimum requirements for Type D.

In order to obtain approval of an admixture, the State Materials Engineer shall have been furnished certified test reports, made by an acceptable independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the admixture meets all the requirements of the applicable AASHTO Standard Specification.

The Department reserves the right to sample, for check tests, any shipment or lot of admixture delivered to a project.

The Department reserves the right to require tests of the material to be furnished, using the specific cement and aggregates proposed for use on the project, as suggested in AASHTO Designation: M 154 and outlined in AASHTO Designation: M 194.

After an admixture has been approved, the Contractor shall submit to the State Materials Engineer, with each new lot of material shipped, a certification from the manufacturer in accordance with the requirements of Subsection 700.05.1 and stating the material is of the same composition as originally approvedand has not been changed or altered in any way. The requirement in Subsection 700.05.1(b) is not required on the certification from the manufacturer.

Admixtures containing chlorides will not be permitted.

Failure to maintain compliance with any requirement of these specifications shall be cause for rejection of any previously approved source or brand of admixture.

Admixtures shall only be used in accordance with the manufacturer's recommended dosage range as set forth in the manufacturer's approval request correspondence. When an admixture is used in Portland cement concrete, it shall be the responsibility of the Contractor to produce satisfactory results.

907-713.02.1--Source Approval. In order to obtain approval of an admixture, the Producer/Suppliers shall submit to the State Materials Engineer the following for review: certified test reports, made by an acceptable independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the admixture meets all the requirements of the applicable AASHTO or Department Specification for the specific type and the dosage range for the specific type of admixture.

907-713.02.2--Specific Requirements. Admixtures containing chlorides will not be permitted.

907-713.02.3--Acceptance. The Department reserves the right to sample, for check tests, any shipment or lot of admixture delivered to a project.

The Department reserves the right to require tests of the material to be furnished, using the specific cement and aggregates proposed for use on the project, as suggested in AASHTO Designation: M 154 and outlined in AASHTO Designation: M 194.

Failure to maintain compliance with any requirement of these specifications shall be cause for rejection of any previously approved source or brand of admixture.

With each new lot of material shipped the Contractor shall submit to the State Materials Engineer, a notarized certification from the manufacturer showing that the material complies with the requirements of the applicable AASHTO or Department Specification.

When an admixture is used, it shall be the responsibility of the Contractor to produce satisfactory results.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-714-6

DATE: **04/11/2013**

SUBJECT: **Miscellaneous Materials**

In the fifth paragraph of Subsection 907-714.05.1 on page 1, change "6.0%" to "8.0%".

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-714-6 **CODE: (IS)**

DATE: 11/09/2010

SUBJECT: Miscellaneous Materials

Section 714, Miscellaneous Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-714.05--Fly Ash. Delete Subsections 714.05.1 & 714.05.2 on pages 680 & 681, and substitute the following:

907-714.05.1--General. The fly ash source must be approved for listing in the Department's "Approved Sources of Materials" prior to use. The acceptance of fly ash shall be based on certified test reports, certification of shipment from the supplier, and tests performed on samples obtained after delivery in accordance with the Department's Materials Division Inspection, Testing, and Certification Manual and Department SOP.

Different classes of fly ash or different sources of the same class shall not be mixed or used in the construction of a structure or unit of a structure without written permission from the Engineer.

The Contractor shall provide suitable means for storing and protecting the fly ash from dampness. Separate storage silos, bins, or containers shall be provided for fly ash. Fly ash which has become partially set or contains lumps of caked fly ash shall not be used.

The temperature of the bulk fly ash shall not be greater than 165°F at the time of incorporation into the work.

All classes of fly ash shall meet the supplementary option chemical requirement for available alkalies listed in AASHTO Designation: M 295, Table 2. Class F fly ash shall have a calcium oxide (CaO) content of less than 6.0%. Class C fly ash shall have a CaO content of greater than or equal to 6.0%.

The replacement of Portland cement with fly ash shall be in accordance with the applicable replacement content specified in Subsection 907-701.02.2.

In addition to these requirements, fly ash shall meet the following specific requirements for the intended use.

907-714.05.2--Fly Ash for Use in Concrete. When used with Portland cement in the production of concrete or grout, the fly ash shall meet the requirements of AASHTO Designation: M 295, Class C or F, with the following exception:

The loss on ignition shall not exceed 6.0 percent.

No additional cementitious materials, such as blended hydraulic cement, GGBFS, metakaolin, or others, shall be added to or as a replacement for Portland cement when used with fly ash.

907-714.06--Ground Granulated Blast Furnace Slag (GGBFS). Delete Subsection 714.06.1 on page 681, and substitute the following:

907-714.06.1--General. The GGBFS source must be approved for listing in the Department's "Approved Sources of Materials" prior to use. The acceptance of GGBFS shall be based on certified test reports, certification of shipment from the supplier, and tests performed on samples obtained after delivery in accordance with the Department's Materials Division Inspection, Testing, and Certification Manual and Department SOP.

The Contractor shall provide suitable means for storing and protecting the GGBFS against dampness and contamination. Separate storage silos, bins, or containers shall be provided for GGBFS. GGBFS which has become partially set, caked or contains lumps shall not be used.

The State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing or other additions made to the GGBFS during production.

GGBFS from different mills shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer; except that this requirement will not be applicable to cement treatment of design soils or bases.

No additional cementitious materials, such as blended hydraulic cement, fly ash, metakaolin, or others, shall be added to or as a replacement for Portland cement when used with GGBFS in the production of concrete. The replacement of Portland cement with GGBFS shall be in accordance with the applicable replacement content specified in Subsection 907-701.02.2.

Delete Subsection 714.07 on page 682, and substitute the following:

907-714.07--Additional Cementitious Materials.

907-714.07.1--Metakaolin.

907-714.07.1.1--General. Metakaolin shall only be used as a supplementary cementitious material in Portland cement concrete for compliance with the requirements for cementitious materials exposed to soluble sulfate conditions. Metakaolin from different sources shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer. No additional cementitious materials, such as blended hydraulic cement, fly ash, GGBFS, or others, shall be added to or as a replacement for Portland cement when used with metakaolin in the production of concrete.

The State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing, or other additions made to the metakaolin during production.

907-714.07.1.2--Source Approval. The approval of each metakaolin source shall be on a case by case basis as determined by the State Materials Engineer. In order to obtain approval of a metakaolin source, the Producer/Suppliers shall submit to the State Materials Engineer the

following for review: certified test reports, made by an acceptable, independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the metakaolin meets all the requirements of AASHTO Designation: M295, including the Effectiveness in contributing to sulfate resistance, Procedure A, listed in AASHTO Designation: M295, Table 4 for Supplementary Optional Physical Requirements, and other requirements listed herein.

In order to demonstrate effectiveness in contributing to sulfate resistance, included in this test data shall be results of metakaolin from the proposed source tested in accordance with ASTM Designation: C 1012. There shall be two sets of test specimens per the following:

a. One set of test specimens shall be prepared using a Type I Portland cement meeting the requirements of AASHTO Designation: M85 and having a tricalcium aluminate (C_3A) content of more than 8.0%,

b. One set of test specimens shall be prepared using a Type II Portland cement meeting the requirements of AASHTO Designation: M85.

c. The proposed metakaolin shall be incorporated at the rate of 10% cement replacement in each set of test specimens and shall meet both of the acceptance criteria listed below for source approval.

The requirement for acceptance of the test sample using Type I Portland cement is an expansion of 0.10% or less at the end of six months. The requirement for acceptance of the test sample using Type II Portland cement is an expansion of 0.05% or less at the end of six months.

907-714.07.1.3--Storage. The Contractor shall provide suitable means for storing and protecting the metakaolin against dampness and contamination. Metakaolin which has become partially set, caked, or contains lumps shall not be used.

907-714.07.1.4--Specific Requirements. Metakaolin shall meet the requirements of AASHTO Designation: M 295, Class N with the following modifications:

1. The sum of $SiO_2 + Al_2O_3 + Fe_2O_3$ shall be at least 85%. The Material Safety Data Sheet shall indicate that the amount of crystalline silica, as measured by National Institute of Occupation Safety and Health (NIOSH) 7500 method, after removal of the mica interference, is less than 1.0%.
2. The loss on ignition shall be less than 3.0%.
3. The available alkalies, as equivalent Na_2O, shall not exceed 1.0%.
4. The amount of material retained on a No. 325 mesh sieve shall not exceed 1.0%.
5. The strength activity index at seven (7) days shall be at least 85%.

907-714.07.1.5--Acceptance. With each new lot of material shipped the Contractor shall submit to the State Materials Engineer a certified test report from the manufacturer showing that the material meets the requirements AASHTO Designation: M295, Class N and the requirements of this Subsection.

The Department reserves the right to sample, for check tests, any shipment or lot of metakaolin delivered to a project.

907-714.07.2--Silica Fume.

907-714.07.2.1--General. Silica fume shall only be used as a supplementary cementitious material in Portland cement concrete for compliance with the requirements for cementitious materials exposed to soluble sulfate conditions. Silica fume from different sources shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer. No additional cementitious materials, such as blended hydraulic cement, performance hydraulic cement, fly ash, GGBFS, or others, shall be added to or as a replacement for Portland cement when used with silica fume in the production of concrete.

The State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing, or other additions made to the silica fume during production.

907-714.07.2.2--Source Approval. The approval of each silica fume source shall be on a case by case basis as determined by the State Materials Engineer. In order to obtain approval of a silica fume source, the Producer/Suppliers shall submit to the State Materials Engineer the following for review: certified test reports, made by an acceptable, independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the silica fume meets all the requirements of AASHTO Designation: M307, Table 3, including the Sulfate resistance expansion, listed in the table for Optional Physical Requirements, and other requirements listed herein.

In order to demonstrate effectiveness in contributing to sulfate resistance, included in this test data shall be results of silica fume from the proposed source tested in accordance with ASTM Designation: C 1012. There shall be two sets of test specimens per the following:

a. One set of test specimens shall be prepared using a Type I Portland cement meeting the requirements of AASHTO Designation: M85 and having a tricalcium aluminate (C_3A) content of more than 8.0%,

b. One set of test specimens shall be prepared using a Type II Portland cement meeting the requirements of AASHTO Designation: M85.

c. The proposed silica fume shall be incorporated at the rate of 8% cement replacement in each set of test specimens and shall meet both of the acceptance criteria listed below for source approval.

The requirement for acceptance of the test sample using Type I Portland cement is an expansion of 0.10% or less at the end of six months. The requirement for acceptance of the test sample using Type II Portland cement is an expansion of 0.05% or less at the end of six months.

907-714.07.2.3--Storage. The Contractor shall provide suitable means for storing and protecting the silica fume against dampness and contamination. Silica fume which has become partially set, caked, or contains lumps shall not be used.

907-714.07.2.4--Acceptance. With each new lot of material shipped, the Contractor shall submit to the State Materials Engineer a certified test report from the manufacturer showing that the material meets the Chemical and Physical Requirements of AASHTO Designation: M307.

The Department reserves the right to sample, for check tests, any shipment or lot of silica fume

delivered to a project.

Delete Subsection 714.11.6 on pages 690 and 691, and substitute the following:

907-714.11.6--Rapid Setting Cementitious Patching Compounds for Concrete Repair. Rapid setting concrete patching compounds must be approved for listing in the Department's "Approved Sources of Materials" prior to use. Upon approval, a product must be recertified every four (4) years to remain on the "Approved Sources of Materials" list. Each product shall be pre-measured and packaged dry by the manufacturer. All liquid solutions included by the manufacturer as components of the packaged material shall be packaged in a watertight container. The manufacturer may include aggregates in the packaged material or recommend the addition of Contractor furnished aggregates.

The type, size and quantity of aggregates, if any, to be added at the job site shall be in accordance with the manufacturer's recommendations and shall meet the requirements of Subsection 703.02 for fine aggregate and Subsection 703.03 for coarse aggregate. Required mixing water to be added at the job site shall meet the requirements of Subsection 714.01.2.

Only those bonding agents, if any, recommended by the manufacturer of the grout or patching compounds may be used for increasing the bond to old concrete or mortar surfaces.

Patching compounds containing soluble chlorides will not be permitted when in contact with steel.

Site preparation, proportioning of materials, mixing, placing and curing shall be performed in accordance with the manufacturer's recommendation for the specific type of application, and the Contractor shall furnish a copy of these recommendations to the Engineer.

Rapid setting cementitious concrete patching compounds, including components to be added at the job site, shall conform to the following physical requirements:

Non-shrink cementitious grouts shall not be permitted for use.

Compressive strength shall equal or exceed 3000 psi in 24 hours in accordance with ASTM C 928 for Type R2 concrete or mortar.

Bond strength shall equal or exceed 1000 psi in 24 hours in accordance with ASTM C 928 for Type R2 concrete or mortar.

The material shall have a maximum length change of ±0.15% in accordance with ASTM C 928 for Type R2 concrete or mortar.

The Contractor shall furnish to the Engineer three copies of the manufacturer's certified test report(s) showing results of all required tests and certification that the material meets the specifications when mixed and place in accordance with the manufacturer's instructions. When the mixture is to be placed in contact with steel, the certification shall further state that the packaged material contains no chlorides. Certified test report(s) and certification shall be furnished for each lot in a shipment.

The proportioning of materials must be approved by the State Materials Engineer and any subsequent change in proportioning must also be approved. A sample of each component shall be submitted to the Engineer along with the quantity or percentage of each to be blended. At least 45 days must be allowed for initial approval.

The proportioning of materials for subsequent lots may be approved by the State Materials Engineer upon receipt of certification from the manufacturer that the new lot of material is the same composition as that originally approved by the Department and that the material has not been changed or altered in any way.

907-714.11.7--Commercial Grout for Anchoring Doweled Tie Bars in Concrete. Before Subsection 714.11.7.1 on page 691, add the following:

Approved Non-"Fast Set" Epoxy anchor systems as specified below may be used for the repair of concrete pavements that do not involve permanent sustained tension applications or overhead applications.

"***Fast Set Epoxy***" may not be used for any Adhesive Anchor Applications. Adhesive Anchor Systems (Fast Set epoxy or otherwise) shall not be used for permanent sustained tension applications or overhead applications. "Fast Set Epoxy" refers to an epoxy produced by the Sika Corporation called Sikadur AnchorFix-3 and repackaged for sale under a variety of names/companies listed at the Federal Highway Administration web site at the following link:

http://www.fhwa.dot.gov/Bridge/adhesives.cfm

907-714.11.7.4--Acceptance Procedure. After the last sentence of the first paragraph of Subsection 714.11.4 on page 691, add the following:

Upon approval, a product must be recertified every four (4) years to remain on the "Approved Sources of Materials" list.

907-714.11.8--Epoxy Joint Repair System.

907-714.11.8.1--General. After the last sentence of the first paragraph of Subsection 714.11.8.1 on page 692, add the following:

Upon approval, a product must be recertified every four (4) years to remain on the "Approved Sources of Materials" list.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-715-3

DATE: **06/14/2012**

SUBJECT: **Roadside Development Materials**

Add the following to the table in Subsection 907-715.03.2 on page 1.

Wheat	-	80	98

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-715-3 **CODE: (IS)**

DATE: 01/25/2008

SUBJECT: Roadside Development Materials

Section 715, Roadside Development Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-715-02.2.1--Agricultural Limestone. Delete the first sentence of Subsection 715-02.2.1 on page 704 and substitute the following.

Agricultural limestone shall be either a hard-rock limestone material or a marl or chalk agricultural liming material as addressed in the latest amendment to the Mississippi Agricultural Liming Material Act of 1993, published by the Mississippi Department of Agriculture and Commerce.

907-715.02.2.1.1--Screening Requirements. Delete the first sentence of Subsection 715.02.2.1.1 on page 704.

Delete Subsection 715.02.2.1.2 on page 704 and substitute the following:

907-715-02.2.1.2--Calcium Carbonate Equivalent. Marl or chalk liming material shall not have less than 70% calcium and magnesium carbonate calculated as calcium carbonate equivalent when expressed on a dry weight basis.

907-715-02.2.1.3--Neutralizing Values. Hard-rock limestone material shall have a minimum Relative Neutralizing Value (RNV) of 63.0%, which is determined as follows:

% RNV = CCE x (% passing #10 mesh + % passing #50 mesh)/2

Where: CCE = Calcium Carbonate Equivalent

907-715.03--Seed.

907-715.03.2--Germination and Purity Requirements. Add the following to Table B on page 705.

Name (Kind)	Name (Variety)	Percent Germination	Percent Purity
GRASSES			
Rye Grass	Annual	80	98

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-720-1

DATE: 10/04/2012

SUBJECT: Pavement Marking Material

Before Subsection 907-720.02 on page 1, add the following.

907-720.01--Glass Beads. After the first sentence of Subsection 720.01 on page 729, add the following.

The glass beads shall contain no more than 200 ppm (mg/kg) total concentration for lead, arsenic, or antimony. The manufacture shall furnish the Engineer with a certified test report indicating that the glass beads meet the above requirement.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-720-1 **CODE: (IS)**

DATE: 3/17/2008

SUBJECT: Pavement Markings Materials

Section 720, Pavement Marking Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-720.02--Thermoplastic Pavement Markings. Delete the first paragraph of Subsection 720.02 on page 730 and substitute the following:

The thermoplastic material shall be lead free and conform to AASHTO Designation: M 249 except the glass beads shall be moisture resistant coated.

After the first sentence of the second paragraph of Subsection 720.02 on page 730, add the following:

In addition, the certification for the thermoplastic material shall state that the material is lead free.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-804-13

DATE: 02/14/2013

SUBJECT: Concrete Bridges And Structures

After the second paragraph of Subsection 907-804.02.10 on page 2, add the following.

After the first paragraph of Subsection 804.02.10 on page 850, add the following.

If the Contractor chooses to cure the concrete in accordance with the requirements listed under **Length of Time Defined by Development of Compressive Strength** in Subsection 907-804.03.17, the compressive strength/maturity relationship shall be developed for the mixture design for a minimum of 28 days following the requirements of Subsection 907-804.03.15. The compressive strength/maturity relationship information shall be submitted with the mixture design information.

In the ** Note of Subsection 907-804.02.10 on page 2, delete "metakaolin" from the list of other cementitious materials.

After the first sentence of the last paragraph of Subsection 907-804.02.10 on page 3, add the following.

Mixture designs containing accelerating admixtures will not be approved. Admixtures providing a specific performance characteristic other than those of water reduction or set retardation may be used in accordance with the manufacturer's recommended dosage range.

After Subsection 907-804.02.10.1.1 on page 3, add the following.

907-804.02.10.1.2--Proportioning on the Basis of Laboratory Trial Mixtures. Delete subparagraph d) of Subsection 804.02.10.1.2 on pages 852 & 853, and substitute the following.

d) For each proposed mixture, at least three compressive test cylinders shall be made and cured in accordance with AASHTO Designation: T 126. Each change of water-cementitious ratio shall be considered a new mixture. The cylinders shall be tested for strength in accordance with AASHTO Designation: T 22 and shall be tested at 28 days.

After Subsection 907-804.02.10.3 on page 4, add the following.

After Subsection 804.02.10.3 on page 853, add the following.

907-804.02.10.3.1--Slump Retention of Class DS Concrete Mixture Designs. Prior to concrete placement, the Contractor shall provide test results of a slump loss test using approved methods to demonstrate that the mixture meets the four hour requirement in Subsection 907-803.02.7.1. These tests shall be conducted successfully by an approved testing laboratory within

30 days prior to installation of the trial shaft, with personnel from the Department's Central Laboratory present. The slump loss test shall be conducted at temperatures and conditions similar to those expected at the job site at the time of the installation of the trial shaft. The sample for the slump loss test shall be from a minimum batch size of four cubic yards of concrete. If the time between the previous successful slump loss test and the installation of the trial shaft exceeds 30 days, another successful slump loss test shall be performed on the first truckload of concrete as part of the installation of the trial shaft. This requirement limiting the time between the previous slump loss test and an installation of the trial shaft also applies to Class DS concrete mixture designs being transferred from another project. During any shaft installation a slump loss test shall be conducted by the Contractor at the direction of the Engineer from the concrete at the site for verification of slump loss requirements using a sample from a minimum batch size of four cubic yards of concrete.

Before Subsection 907-804.02.12.3 on page 5, add the following.

907-804.02.12.1.1--Elements of Plan. After item 3) in Subsection 804.02.12.1.1 on page 855, add the following.

4) Job Site Batch Adjustments by Addition of Chemical Admixtures:

   The Plan shall address if the Contractor intends to adjust either the slump and/or total air content of a batch on the job site by adding chemical admixture(s) to a batch. The Contractor shall include the names of the personnel designated to perform this batch adjustment, the equipment used to add the chemical admixture(s), and the procedure by which the batch adjustment will be accomplished. Only the Contractor's designated personnel shall adjust a batch. Only calibrated dispensing equipment shall be used to add chemical admixture(s) to a batch. Only the procedure described in section of the Plan shall be utilized.

   If the maximum permitted slump or total air content is exceeded after the addition of admixtures at the job site, the concrete shall be rejected.

   If the Contractor elects to utilize Job Site Batch Adjustments by Addition of Chemical Admixture within Item 2, Procedures for Corrective Actions for Non Compliance of Specifications, to adjust batches which do not meet the minimum specification requirements for slump and/or total air content, no more than three batches on any one project shall be allowed to be adjusted.

5) Construction of Concrete Bridge Decks, including the following:

   - the description of the equipment used for placing concrete on the bridge deck in accordance with Subsection 907-804.03.6 and, as applicable, Subsections 907-804.03.7 and 907-804.03.8 including any accessories added to the pump to ensure the entrained air in the concrete mixture remains entrained during pumping and depositing of the concrete mixture,
   - the description of and the number of pieces of equipment used to consolidate the concrete in accordance with Subsection 907-804.03.6.2,

- the description of the equipment used to finish the bridge deck in accordance with Subsection 907-804.03.19.7,
- the plan for ensuring a continuous rate of finishing the bridge deck without delaying the application of curing materials within the time specified in Subsection 907-804.03.17, including ensuring a continuous supply of concrete throughout the placement with an adequate quantity of concrete to complete the deck and filling diaphragms and end walls in advance of deck placement,
- the plan for applying the curing materials within the time specified in Subsection 907-804.03.17,
- the description of the powered fogging equipment in accordance with Subsection 907-804.03.17,
- a sample of the documentation used as the daily inspection report for ensuring maintenance of the continuous wet curing in accordance with Subsection 907-804.03.17, as required,
- the description of the equipment used to apply the liquid membrane, including but not limited to, the nozzles, pumping/pressurization equipment, and liquid membrane tanks, in accordance with Subsection 907-804.03.17,
- the method for determining the rate of applied liquid membrane meets the application rate requirements in accordance with Subsection 907-804.03.17,
- a sample of the documentation used for the application rate verification of the liquid membrane in accordance with Subsection 907-804.03.17.

After Subsection 907-804.03.6.2 on page 7, add the following.

907-804.03.8--Pumping Concrete. Delete the second paragraph of Subsection 804.03.8 on page 866, and substitute the following.

Where concrete mixture is conveyed and placed by mechanically applied pressure (pumping), the equipment shall be suitable in kind and adequate in capacity for the work. The Contractor shall select concrete mixture proportions such that the concrete mixture is pumpable and placeable with the selected equipment.

The pumping equipment shall be thoroughly cleaned prior to concrete placement. Excess form release agent shall be removed from the concrete pump hopper. The Contractor shall prime the pump at no additional cost to the Department by pumping and discarding enough concrete mixture to produce a uniform mixture exiting the pump. At least 0.25 cubic yard of concrete mixture shall be pumped and discarded to prime the pump. This shall be accomplished by using the pump to fill a commercially-available six (6) cubic foot wheelbarrow to overflowing or filling a commercially-available eight (8) cubic foot wheel barrow to level. Only concrete mixture shall be added directly into the concrete pump hopper after placement has commenced. If anything other than concrete mixture is added to the concrete pump hopper, all concrete mixture in the concrete pump hopper and pump line shall be discarded and the pump re-primed at no additional cost to the Department.

The discharge end of the pump shall be of such a configuration that the concrete does not move in the pump line under its own weight. The intent of this requirement is to ensure that entrained air in the concrete mixture remains entrained during pumping and depositing the concrete mixture. This shall be accomplished with one or both of the following:

- a minimum 10-foot flexible hose attached to the discharge end of a steel reducer having a minimum length of three (3) feet and a minimum reduction in area of 20% which is attached to the discharge end of the pump line, or
- a flexible reducing hose to the discharge end of the pumpline with a minimum reduction in area of 20% over a minimum 10-foot hose length.

Regardless of the configuration chosen, the Contractor shall ensure that the concrete is pumped and does not free-fall more than five (5) feet within the entire length of pump line and after discharge from the end of pump line.

The Contractor shall not have any type of metal elbow, metal pipe, or other metal fitting within five (5) feet of any person during discharge of concrete mixture.

Boom pumps shall have a current Concrete Pump Manufacturers Association's ASME/ANSI B30.27 certification. Equipment added to the boom and pump line shall meet the pump manufacturer's specifications and shall not exceed the manufacturer's maximum recommended weight limit for equipment added to the boom and pump line.

The operation of the pump shall be such that a continuous stream of concrete without air pockets is produced. When pumping is completed, the concrete remaining in the pipe line, if it is to be used, shall be ejected in such a manner that there will be no contamination of the concrete or separation of the ingredients. After this operation, the entire equipment shall be thoroughly cleaned.

Before Subsection 907-804.03.15 on page 7, add the following.

907-804.03.14.2--Stay-In-Place Metal Forms. Delete the sentence in Subsection 804.03.14.2 on page 871 and substitute the following.

Stay-in-place (SIP) metal forms are corrugated metal sheets permanently installed between the supporting superstructure members. After the concrete has cured, these forms shall remain in place as permanent, non-structural members of the bridge.

Pay quantities for bridge deck concrete will be computed from the dimensions shown in the Contract Plans with no allowance for changes in deflection and /or changes in dimensions necessary to accommodate the SIP metal forms.

There will be no direct payment for the cost of the forms and form supports, or any material, tools, equipment, or labor incidental thereto, but the cost shall be considered absorbed in the contract unit price for bridge deck concrete.

Before fabricating any material, three (3) complete sets of SIP metal form shop drawings and design calculations, bearing the Design Engineer's Seal, shall be submitted to the Director of Structures, State Bridge Engineer, through the Project Engineer, for review. The Contractor's SIP metal form Design Engineer shall be a MS Registered Professional Engineer who is knowledgeable in the field of structural design.

In no case shall additional dead load produced by the use of SIP metal forms overstress any bridge component. Design calculations shall indicate any additional dead load from SIP metal form self-weight, form support hangers, concrete in flutes, concrete due to form deflection, etc. not included in the Contract Plans. The additional dead loads shall be clearly labeled and tabulated on the shop drawings. Bridge Division will evaluate the additional load for overstress of the bridge components. In the event that the additional dead load produces an overstress in any bridge component, Bridge Division will reject the Contractor's design. Deflection and loads produced by deflection of the SIP metal forms shall be considered and indicated in the design calculations.

The cambers and deflections provided in the Contract Plans do not consider the effects of SIP metal forms. The Contractor's Engineer shall take into account the weight of the forms and any additional dead load when developing the "Bridge Superstructure Construction Plan".

For the purpose of reducing any additional dead load produced by the SIP metal forms, the flutes of SIP metal forms may be filled with polystyrene foam. When polystyrene foam is used to fill the forms, the form flutes shall be filled completely; no portion of the polystyrene foam shall extend beyond the limits of the flutes. The Contractor shall ensure that the polystyrene foam remains in its required position within flutes during the entire concrete placement process. The Contractor shall not use reinforcing steel supports or other accessories in such a manner as to cause damage to the polystyrene foam. All damaged polystyrene foam shall be replaced to the satisfaction of the Project Engineer. All welding of formwork shall be completed prior to placement of polystyrene foam.

For bridges not located in horizontal curves, the Contractor may reduce the additional dead load by matching the flute spacing with the transverse steel spacing of the bottom layer. The bottom longitudinal layer of steel shall have one (1) inch of minimum concrete cover measured from the bottom of the reinforcing to the top of the flute. The Contractor will not be allowed to vary the reinforcing steel spacing or size from the Contract Plans for the purpose of matching flute spacing.

907-804.03.14.2.1--Materials. SIP metal forms and supports shall meet the requirements of ASTM Designation: A653 having a coating designation G165. Form materials that are less than 0.03-inch uncoated thickness shall not be allowed.

907-804.03.14.2.2--Certification. The Contractor shall provide written certification from the manufacturer stating the product meets the requirements of this specification to the Project Engineer along with the delivery of the coated forms to the job site.

All welds shall be performed by certified welders meeting the requirements of the approved shop drawings.

907-804.03.14.2.3--Polystyrene Foam. The polystyrene foam shall be comprised of expanded polystyrene manufactured from virgin resin of sufficient density to support the weight of concrete without deformation. The polystyrene foam shall be extruded to match the geometry of the flutes and provide a snug fit. The polystyrene foam shall have a density of not less than 0.8 pounds per cubic foot. The polystyrene foam shall have water absorption of less than 2.6% when tested according to ASTM Designation: C272. The Contractor shall provide written certification

from the manufacturer stating the polystyrene foam product meets the requirements of this specification to the Project Engineer along with the delivery of the coated forms to the job site.

907-804.03.14.2.4--Design. The design of the SIP metal forms shall meet the following criteria.

1. The maximum self-weight of the stay in place metal forms, plus the weight of the concrete or expanded polystyrene required to fill the form flutes (where used), shall not exceed 20 psf.

2. The forms shall be designed on the basis of dead load of form, reinforcement, and plastic concrete plus 50 pounds per square foot for construction loads. The design shall use a unit working stress in the steel sheet of not more than 0.725 of the specified minimum yield strength of the material furnished, but not to exceed 36,000 psi.

3. Deflection under the weight of the forms, reinforcement, and plastic concrete shall not exceed 1/180 of the form span or 1/2 inch, whichever is less, for form spans of 10 feet or less, or 1/240 of the form span or 3/4 inch, whichever is less, for form spans greater than 10 feet.

4. The design span of the form shall equal the clear span of the form plus two (2) inches. The span shall be measure parallel to the form flutes.

5. Physical design properties shall be computed in accordance with requirements of the AISI Specifications for the Design of Cold Formed Steel Structural Members, latest published edition.

6. The design concrete cover required by the plans shall be maintained for all reinforcement.

7. The plan dimensions of both layers of primary deck reinforcement from the top surface of the concrete deck shall be maintained.

8. The SIP metal form shall not be considered as lateral bracing for compression flanges of supporting structural members.

9. SIP metal forms shall not be used under closure pours or in bays where longitudinal slab construction joints are located. SIP metal forms shall not be used under cantilevered slabs such as the overhang outside of fascia members.

10. Forms shall be secured to the supporting members by means other than welding directly to the member. Welding to the top flanges of steel stringers and/or girders shall not be allowed. Alternate installation procedures shall be submitted addressing this condition.

907-804.03.14.2.5--Construction. SIP metal form sheets shall not rest directly on the top of the stringer of floor beam flanges. Sheets shall be fastened securely to form supports, and maintain a minimum bearing length of one (1) inch at each end for metal forms. Form supports shall be placed in direct contact with the flange of the stringer or floor beam. All attachments for coated metal forms shall be made by bolts, clips, screws, or other approved means.

907-804.03.14.2.6--Form Galvanizing Repairs. Where forms or their installation are unsatisfactory in the opinion of the Project Engineer, either before or during placement of the concrete, the Contractor shall correct the defects before proceeding with the construction work. The cost of such corrective work shall be at the sole expense of the Contractor. Minor heat discoloration in areas of welds shall not be touched up.

907-804.03.14.2.7--Placing of Concrete. The Contractor shall insure that concrete placement does not damage the SIP metal forms. The concrete shall be vibrated to avoid honeycomb and voids, especially at construction joints, expansion joints, valleys and ends of form sheets. Approved pouring sequences shall be used. Calcium chloride or any other admixture containing chloride salts shall not be used in the concrete. The completed SIP metal form system shall be sufficiently tight to prevent leakage of mortar or concrete.

907-804.03.14.2.8--Inspection. The Project Engineer will observe the Contractor's method of construction during all phases of the construction of the bridge deck slab, including the installation of the SIP metal form system; location and fastening of the reinforcement; composition of concrete items; mixing procedures, concrete placement, and vibration; and finishing of the bridge deck. Should the Project Engineer determine that the procedures used during the placement of the concrete warrant inspection of the underside of the deck, at least one section of the metal forms shall be removed in each span for this purpose. This shall be done as soon after placing the concrete as practical in order to provide visual evidence that the concrete mix and the procedures are obtaining the desired results. An additional section shall be removed in any span if the Project Engineer determines that there has been any change in the concrete mix or in the procedures warranting additional inspection.

If, in the Project Engineer's judgment, inspection is needed to check for defects in the bottom of the deck or to verify soundness, the SIP metal forms shall be sounded with a hammer after the deck concrete has been in place a minimum of two days. If sounding discloses areas of doubtful soundness to the Project Engineer, the SIP metal forms shall be removed from such areas for visual inspection after the concrete has attained adequate strength. The SIP metal bridge deck forms shall be removed at no expense to the State.

At locations where sections of the metal forms have been removed, the Project Engineer will not require the Contractor to replace the metal forms. The adjacent metal forms and supports shall be repaired to present a neat appearance and to ensure their satisfactory retention. As soon as the form is removed, the Project Engineer will examine the concrete surfaces for cavities, honeycombing, and other defects. If irregularities are found and the Project Engineer determines that these irregularities do not justify rejection of the work, the concrete shall be repaired as directed by the Project Engineer. If the Project Engineer determines that the concrete where the form is removed is unsatisfactory, additional metal forms as necessary shall be removed to inspect and repair the slab, and the Contractor's method of construction shall be modified as required to obtain satisfactory concrete in the slab. All unsatisfactory concrete shall be removed and replaced as directed at no expense to the State.

If the method of construction and the results of the inspections as outlined above indicate that sound concrete has been obtained throughout the slabs, the amount of sounding and form removal may be reduced when approved by the Project Engineer.

The Contractor shall provide a safe and convenient means of conducting of the inspection.

Delete Table 6 of Subsection 907-804.03.15 on page 8, and substitute the following.

Table 6
Minimum Compressive Strength Requirements for Form Removal

Forms:	
Columns	1000 psi
Side of Beams	1000 psi
Walls not under pressure	1000 psi
Other Parts	1000 psi
Centering:	
Under Beams	2400 psi
Under Bent Caps	2000 psi
Limitation for Placing Beams on:	
Pile Bents, pile under beam	2000 psi
Frame Bents, two or more columns	2200 psi
Frame Bents, single column	2400 psi

Forms for bridge deck slabs overhead and bridge deck slabs between beams shall be removed with the approval of the Engineer, between two weeks and four weeks after the removal of the wet burlap applied in accordance with Subsection 907-804.03.17.1, or application of liquid membrane applied in accordance with Subsection 907-804.03.17.2.

Delete the second paragraph of Subsection 907-804.03.16.1 on page 9, and substitute the following.

At the option of the Contractor with the approval of the Engineer, when concrete is placed during cold weather and there is a probability that the ambient temperatures will be lower than 40°F, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Table 7. An approved insulating blanketing material shall be used to protect the work when ambient temperatures are less than 40°F and shall remain in place until the required concrete strength in Table 6 is achieved. Within 30 minutes of removal of the insulating blanketing material in any area, the Contractor shall have curing of the concrete established in accordance with the requirements in Subsection 907-804.03.17. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO Designation: T 325 and ASTM Designation: C 1074 specifications. Technicians using the maturity meter or calculating strength/maturity graphs shall be required to have at least two hours of training prior to using the maturity equipment.

Before Subsection 907-804.03.19 on page 9, add the following.

907-804.03.17--Curing Concrete. Delete Subsection 804.03.17 on pages 874 & 875, and substitute the following.

Curing is defined as all actions taken to ensure the moisture and temperature conditions of freshly placed concrete exist so the concrete may develop its potential properties. Curing shall take place from the time of placement until its potential properties have developed. The Contractor shall use the guidance in ACI 308R-01 to:

a) cure the concrete in such a manner as to prevent premature moisture loss from the concrete,
b) supply additional moisture to the concrete as required in order to ensure sufficient moisture within the concrete, and
c) maintain a concrete temperature beneficial to the concrete.

Curing in accordance with the requirements in either Subsection 907-804.03.17.1 or Subsection 907-804.03.17.2 shall be completely established within 20 minutes after finishing, except as noted for bridge decks. Finishing is complete when the pan drag, burlap drag, or other is complete.

The length of time for curing shall be maintained in accordance with either of the following:

1. **Prescribed Length of Time:**
   a) Curing following the requirements of Subsection 804.03.17.1 shall continue uninterrupted for at least 14 days.
   b) Curing following the requirements of Subsection 804.03.17.2 shall continue uninterrupted for at least 10 days.

OR

2. **Length of Time Defined by Development of Compressive Strength:**
   Curing following the application requirements of Subsection 907-804.03.17.1 or Subsection 907-804.03.17.2 shall continue uninterrupted for each day's production until the compressive strength of the concrete exceeds 75% of the 28-day compressive strength submitted as the Basis of Proportioning per Subsection 907-804.02.10.1. Therefore, if an area is being cured in accordance with Subsection 907-804.03.17.1, the curing by wet burlap shall continue until the concrete in that area has attained a minimum of 75% of the 28-day compressive strength submitted as the Basis of Proportioning per Subsection 907-804.02.10.1. Likewise, if an area is being cured in accordance with Subsection 907-804.03.17.2, the curing by liquid membrane shall continue until the concrete in that area has attained a minimum of 75% of the 28-day compressive strength submitted as the Basis of Proportioning per Subsection 907-804.02.10.1.

   The compressive strength of the concrete may be determined by the use of maturity meter in accordance with Subsection 907-804.03.15.

907-804.03.17.1--Water With Waterproof Cover. All burlap shall be completely saturated and wet prior to placing it on the concrete. The burlap shall have been fully soaked in water for a minimum of 12 hours prior to placement on the concrete.

For bridge decks, the Contractor shall apply one (1) layer of saturated burlap within 20 minutes of the initial strike-off for bridges without a skew and 25 minutes of the initial strike-off for bridges with a skew. For all other concrete, the Contractor shall apply one (1) layer of saturated burlap within 20 minutes of completing finishing.

Following the first layer of burlap, the Contractor shall apply a second layer of saturated burlap within five (5) minutes of applying the first layer. The concrete surface shall not be allowed to dry after strike-off or at any time during the curing period.

The Contractor shall maintain the burlap in a fully wet condition using powered fogging equipment capable of producing a fog spray of atomized droplets of water until the concrete has gained sufficient strength to allow foot traffic without the foot traffic marring the surface of the concrete. Burlap shall not be maintained in the fully wet condition using equipment which does not produce a fog spray of atomized droplets of water or by use of manually pressurized sprayers. For bridge decks, once the concrete has gained sufficient strength to allow foot traffic which does not mar the surface of the concrete, soaker hoses shall be placed on the burlap. The soaker hoses shall then be supplied with running water continuously to maintain continuous saturation of all burlap and the entire concrete surface.

If there is a delay in the placement of the first layer of saturated burlap outside the time limit, the struck-off and finished concrete shall be kept wet by use of the powered fogging equipment used to keep the burlap wet.

White polyethylene sheets shall be placed on top of the wet burlap and, as applicable, soaker hoses covering the entire concrete surface as soon as practical and not more than 12 hours after the placement of the concrete. White polyethylene sheets of the widest practical width shall be used, overlapping adjacent sheets a minimum of six inches (6") and tightly sealed with an adhesive like pressure sensitive tape, mastic, glue, or other approved methods to form a complete waterproof cover of the entire concrete surface. White polyethylene sheets which overlap a minimum of two feet (2') may be held in place using means other than an adhesive. The white polyethylene sheets shall be secured so that wind will not displace them. The Contractor shall immediately repair the broken or damaged portions or replace sections that have lost their waterproof qualities.

If burlap and/or white polyethylene sheets are temporarily removed for any reason during the curing period, the Contractor shall keep the entire exposed area continuously wet. The saturated burlap and white polyethylene sheets shall be replaced, resuming the specified curing conditions, as soon as possible.

The Contractor shall inspect the concrete surface once every 8 hours for the entirety of the curing period, so that all areas remain wet for the entire curing period and all curing requirements are satisfied and document the inspection in accordance with Subsection 907-804.03.17.1.1.

At the end of the curing period, one coating of liquid membrane shall be applied following the requirements of Subsection 907-804.03.17.1.2. The purpose of the coating of liquid membrane is

to allow for slow drying of the concrete. The application of liquid membrane to any area shall be complete within 30 minutes of the beginning of removal of the white polyethylene sheets, soaker hoses, and burlap from this area.

907-804.03.17.1.1--Documentation. The Contractor shall provide the Engineer with a daily inspection report that includes:

- documentation that identifies any deficiencies found (including location of deficiency);
- documentation of corrective measures taken;
- a statement of certification that all areas are wet and all curing material is in place on the entire bridge deck;
- documentation showing the time and date of all inspections and the inspector's signature;
- documentation of any temporary removal of curing materials including location, date and time, length of time curing was removed, and means taken to ensure exposed area was kept continuously wet.

907-804.03.17.1.2--Liquid Membrane. At the end of the 14-day wet curing period the wet burlap and polyethylene sheets shall be removed and within 30 minutes, the Contractor shall apply white liquid membrane to the deck. The liquid membrane shall be thoroughly mixed within the time recommended by the liquid membrane producer but no more than an hour before use. If the use of liquid membrane results in a streaked or blotched appearance, the method shall be stopped and water curing applied until the cause of defective appearance is corrected.

The liquid membrane shall be applied when no free water remains on the surface but while the surface is still wet. The liquid membrane shall be applied according to the manufacturer's instructions with a minimum spreading rate per coat of one (1) gallon per 200 square feet of concrete surface. If the concrete is dry or becomes dry, the Contractor shall thoroughly wet it with water applied as a fog spray by means of approved equipment.

The application of liquid membrane shall be accomplished by the use of power applied spray equipment using nozzles and other equipment recommended by the liquid membrane producer. Manually pressurized or manual pump-up type sprayers shall not be used to apply the first application of liquid membrane.

As a visual guide, the color of concrete covered with the required amount of liquid membrane should be indistinguishable from a sheet of commercially available standard "letter" size white copier paper placed on top of it when viewed from a distance of about five feet (5') away horizontally if standing on the same grade as the concrete. The appearance of the concrete does not supersede applying the minimum spreading rate.

The coating shall be protected against marring for at least seven (7) days after the application of the curing compound. The coating on bridge decks shall receive extra attention and may require additional protection as required by the Engineer. All membrane marred or otherwise disturbed shall be given an additional coating. Manually pressurized or manual pump-up type sprayers may be used for giving marred areas the required additional application of liquid membrane. Should the surface coating be subjected repeatedly to injury, the Engineer may require that the water curing method be applied at once.

The 7-day period during which the liquid membrane is applied and protected shall not be reduced even if the period of wet curing is extended past the required 14 days.

907-804.03.17.1.2.1--Liquid Membrane Documentation. The Contractor shall make available to the Engineer an application rate verification method and any information necessary during application of the liquid membrane to verify that the rate of application meets the prescribed rate for the various surfaces of the concrete, including, but not limited to, the top surface of the bridge deck and exposed sides of the bridge deck after any forms are removed. The Contractor shall submit this application verification method to the Engineer in accordance with Subsection 907-804.02.12.1.1.

One method of verifying the rate of application is as follows:

1. Determine the volume of liquid membrane in the container. For a container with a uniform cross-sectional area, for example a 55-gallon drum, determine the area of the cross-section. Determine the height of the surface of the liquid membrane from the bottom of the container. This may be accomplished by inserting a sufficiently long, clean dip-stick parallel with the axis of the container into the liquid membrane until the inserted end of the dip-stick contacts the bottom of the container. On removing the dip-stick, measure the length from the end which was inserted to the point on the dip-stick where the liquid membrane ceases to coat the dip-stick. Multiply the area of the cross-section by the height of the level of liquid membrane, maintaining consistent units, to determine the volume.
2. Perform step 1 prior to beginning applying the liquid membrane to establish the initial volume.
3. During the period of application, perform step 1 each 100 square feet of bridge deck.
4. In order to meet the required application rate of one (1) gallon per 200 square feet, the amount in the container shall be at least 0.5 gallon less than the previous volume in the previous 100 square feet. Other changes in volume may apply depending on the manufacturer's recommended application rate.
5. Additional applications to an area shall be applied until the required rate is satisfied. Areas which are not visually satisfactory to the Engineer shall have additional liquid membrane applied as directed by the Engineer.

The amount of liquid membrane applied shall be determined each day using the application verification method. This information shall be submitted to the Engineer within 24 hours of applying the liquid membrane.

907-804.03.17.2--Liquid Membrane Method. Surfaces on which curing is to be by liquid membrane shall be given the required surface finish prior to the application of liquid membrane. Concrete surfaces cured by liquid membrane shall receive two applications of white liquid membrane. Neither application shall be made from a position supported by or in contact with the freshly placed concrete. Both applications shall be applied perpendicularly to the surface of the concrete.

When using liquid membrane, the liquid membrane shall be thoroughly mixed within the time recommended by the liquid membrane producer but no more than an hour before use. If the use of liquid membrane results in a streaked or blotched appearance, the method shall be stopped and water curing applied until the cause of defective appearance is corrected.

The application of liquid membrane shall accomplished by the use of power applied spray equipment using nozzles and other equipment recommended by the liquid membrane producer. Manually pressurized or manual pump-up type sprayers shall not be used to apply the first two applications of liquid membrane.

The liquid membrane shall be applied when no free water remains on the surface but while the surface is still wet. The liquid membrane shall be applied according to the manufacturer's instructions with a minimum spreading rate per coat of one (1) gallon per 200 square feet of concrete surface. If the concrete is dry or becomes dry, the Contractor shall thoroughly wet it with water applied as a fog spray by means of approved equipment.

The first application of the liquid membrane shall be made as the work progresses. For bridge decks, the first application shall be completed in each area of the deck within 20 minutes of initial strike-off for bridges with no skew and within 25 minutes of initial strike-off for bridges with skew. For all other concrete, the first application of the liquid membrane shall be completed within 20 minutes of finishing.

The second application shall be applied within 30 minutes after the first application. The liquid membrane shall be uniformly applied to all exposed concrete surfaces.

As a visual guide, the color of concrete covered with the required amount of liquid membrane should be indistinguishable from a sheet of commercially available standard "letter" size white copier paper placed on top of it when viewed from a distance of about five feet (5') away horizontally if standing on the same grade as the concrete. The appearance of the concrete does not supersede applying the minimum spreading rate.

The Contractor shall make available to the Engineer an application rate verification in accordance with Subsection 907-804.03.17.1.2.1.

The coating shall be protected against marring for at least 10 days after the application of the curing compound. The coating on bridge decks shall receive extra attention and may require additional protection as required by the Engineer. All membrane marred or otherwise disturbed shall be given an additional coating. Manually pressurized or manual pump-up type sprayers may be used for giving marred areas the required additional application of liquid membrane. Should the surface coating be subjected repeatedly to injury, the Engineer may require that the water curing method be applied at once.

Delete Subsection 907-804.19.7 on page 9, and substitute the following.

907-804.03.19.7--Finishing Bridge Decks.

907-804.03.19.7.1--General. Delete the third paragraph of Subsection 804.03.19.7.1 on page 884, and substitute the following.

Except when indicated otherwise on the plans, the finish of the bridge deck shall be either a belt finish, a broom finish, or one of the following drag methods: pan, double pan, burlap, or pan and burlap. Manual finishing of the bridge deck shall be performed only in areas inaccessible by the

finishing equipment mounted to the strike-off screed, but shall not hinder the requirements for curing in accordance with Subsection 907-804.03.17.1. The surface texture specified and surface requirements shall be in accordance with the applicable requirements of Subsections 501.03.17 and 501.03.18 modified only as the Engineer deems necessary for bridge deck construction operations.

At no time shall water on the surface of the concrete from bleeding, fogging, curing, or other sources be worked into the concrete or used as an aid for finishing.

Regardless of the method of finishing selected, requirements for curing per Subsection 907-804.03.17 shall be completed within the specified time limits. If the requirements in Subsection 907-804.03.17 are not completed within the specific time limits, the Contractor shall cease operations, revise his operations up to and including acquiring new or additional equipment or additional personnel in order to satisfy the requirements in Subsection 907-804.03.17, and, on approval from the Engineer, resume operations

907-804.03.19.7.2--Longitudinal Method. Before the first paragraph of Subsection 804.03.19.7.2 on page 884, add the following.

The longitudinal method may be used for repairs to bridge decks or bridge widening projects. For bridge widening projects, the time for establishing curing in accordance with Subsections 907-804.03.17 shall be increased to within 30 minutes for bridges without skew and within 35 minutes for bridges with skew.

907-804.03.19.7.3--Transverse Method. Delete the first sentence of the second paragraph of Subsection 804.03.19.7.3 on page 885, and substitute the following.

The machine shall be so constructed and operated as to produce a bridge deck of uniform density with minimum manipulation of the fresh concrete and achieved in the shortest possible time.

Delete the fourth paragraph of Subsection 804.03.19.7.3 on page 885, and substitute the following.

At least one dry run shall be made the length of each pour with a "tell-tale" device attached to the screed carriage to assure the specified clearance to the reinforcing steel.

Delete the last sentence of the fifth paragraph of Subsection 804.03.19.7.3 on page 885, and substitute the following.

The screed shall be mechanically actuated to deliver the screeding action and for travel in a longitudinal direction at a uniform rate along the bridge deck.

Delete the last paragraph of Subsection 804.03.19.7.3 on page 886, and substitute the following.

Other finishing requirements shall be in accordance with the general requirements in Subsection 907-804.03.19.7.1 and as specified on the plans.

Regardless of the finish, the requirements for curing per Subsection 907-804.03.17 shall be completed within the specified time limits.

After Subsection 907-804.03.19.7.4 on page 9, add the following.

Delete the title of Subsection 804.03.19.7.4.1.3 on page 888, and substitute the following.

907-804.03.19.7.4.1.3--Final Surface Texture.

907-804.03.20--Opening Bridges.

907-804.03.20.2--Construction Traffic. Delete the paragraph in Subsection 804.03.20.2 on page 889, and substitute the following:

Unless otherwise specified, the concrete bridge decks shall be closed to construction traffic for the time required for curing in Subsection 907-804.03.17 and until the required compressive strength for the concrete is obtained.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-804-13 **CODE: (IS)**

DATE: 11/09/2010

SUBJECT: Concrete Bridges And Structures

Section 804, Concrete Bridges And Structures, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-804.02-- Materials.

907-804.02.1--General. Delete the third and fourth sentences of the first paragraph of Subsection 804.02.1 on page 846, and substitute the following:

For projects with 1000 cubic yards and more, quality control and acceptance shall be achieved through statistical evaluation of test results. For projects of more than 200 but less than 1000 cubic yards, quality control and acceptance shall be achieved by individual test results.

Add the following materials to the list of materials in Subsection 804.02.1 on page 847.

Blended Cement ..... 907-701.01 and 907-701.04
Ground Granulated Blast Furnace Slag (GGBFS) 907-714.06
Silica Fume 907-714.07.2

907-804.02.8--Laboratory Accreditation. In Table 1 of Subsection 804.02.8 on page 849, substitute AASHTO: R 39 - Making and Curing Concrete Test Specimens in the Laboratory for AASHTO: T 126 - Making and Curing Concrete Test Specimens in the Laboratory.

907-804.02.9--Testing Personnel. Delete Table 2 in this subsection and replace it with the following.

Table 2

Concrete Technician's Tasks	Test Method Required	Certification Required**
Sampling or Testing of Plastic Concrete	AASHTO Designation:T 23, T 119, T 121, T 141, T 152, T 196, and ASTM Designation: C 1064	MDOT Class I certification
Compressive Strength Testing of Concrete Cylinders	AASHTO Designation: T 22 and T 231	MDOT Concrete Strength Testing Technician certification
Sampling of Aggregates	AASHTO Designation: T 2	Work under the supervision of an MDOT Class II certified technician

Testing of Aggregates	AASHTO Designation: T 19, T 27, T 84, T 85, T 248, and T 255	MDOT Class II certification
Proportioning of Concrete Mixtures*	AASHTO Designation: M 157 and R 39	MDOT Class III
Interpretation and Application of Maturity Meter Readings	AASHTO Designation: T 325 and ASTM Designation: C 1074	MDOT Class III or Two hours maturity method training

* Technicians making concrete test specimens for meeting the requirements of Subsection 804.02.10.1.2 shall be MDOT Class I certified and under the direct supervision of an MDOT Class III certified technician.

** MDOT Class I certification encompasses the same test procedures and specifications as ACI Concrete Field Testing Technician Grade I. MDOT Class II certification encompasses the same test procedures and specifications as ACI Aggregate Testing Technician - Level 1. MDOT Concrete Strength Testing Technician encompasses the same test procedures and specifications as ACI Concrete Strength Testing certification.

For specifics about the requirements for each level of certification, please refer to the latest edition of the Department's *Concrete Field Manual*. Technicians holding current MDOT Class I, MDOT Class II and/or MDOT Class III certifications shall be acceptable until those certifications expire. Upon a current certification expiration, recertification with the certifications listed in Table 2 shall be required. Technicians currently performing either specific gravity testing of aggregates or compressive strength tests shall be required to either:

- have the required MDOT certification listed in Table 2, or
- have a current MDOT Class III certification or work under the direct supervision of current MDOT Class III technician, and have demonstrated the specific gravity and/or compressive strength test during the inspection of laboratory equipment by the Materials Division, Concrete Section.

907-804.02.10--Portland Cement Concrete Mix Design. Delete the first sentence of the first paragraph of Subsection 804.02.10 on page 850 and substitute the following:

At least 30 days prior to production of concrete, the Contractor shall submit to the Engineer proposed concrete mixture designs complying with the Department's *Concrete Field Manual*.

Delete the Notes under Table 3 of Subsection 804.02.10 on pages 850 & 851, and substitute the following:

* Maximum size aggregate shall conform to the concrete mix design for the specified aggregate.

** The replacement limits of Portland cement by weight by other cementitious materials (such as fly ash, GGBFS, metakaolin, silica fume, or others) shall be in accordance with the values in Subsection 907-701.02. Other hydraulic cements may be used in accordance with the specifications listed in Section 701.

*** The slump may be increased up to eight (8) inches with :
- an approved water-reducing admixture,
- an approved water-reducing/set-retarding admixture, or
- a combination of an approved water-reducing admixture and an approved set-retarding admixture, in accordance with 907-713.02. Minus slump requirements shall meet those set forth in Table 3 of AASHTO Designation: M157.

**** Entrained air is not required except for concrete exposed to seawater. For concrete exposed to seawater, the total air content shall be 3.0 % to 6.0%. For concrete not exposed to seawater, the total air content shall not exceed 6.0%.

***** Class DS Concrete for drilled shafts shall have an 8±1-inch slump.

Delete the last paragraph of Subsection 804.02.10 on page 851 and substitute the following:

At least one water-reducing admixture shall be used in all classes of concrete in accordance with the manufacturer's recommended dosage range. Any combinations of admixtures shall be approved by the Engineer before their use.

907-804.02.10.1.1--Proportioning on the Basis of Previous Field Experience of Trial Mixtures. Delete the first sentence of the first paragraph of Subsection 804.02.10.1.1 on page 851, and substitute the following:

Where a concrete production facility has a record, based on at least 10 consecutive strength tests from at least 10 different batches within the past 12 months from a mixture not previously used on Department projects, the standard deviation shall be calculated.

907-804.02.10.3--Field Verification of Concrete Mix Design. Delete the first sentence of the third paragraph of Subsection 804.02.10.3 on page 853 and substitute the following:

For all Classes of concrete, the mixture shall be verified to yield within 2.0% of the correct volume when all the mix water is added to the batch.

For all Classes of concrete other than DS, F, and FX, the mixture shall produce a slump within a minus 1½-inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of three inches (3") or less or within a minus 2½-inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of greater than three inches (3"), and producing a total air content within a minus 1½ percent tolerance of the maximum allowable air content in Table 3.

For Class DS, the slump shall be within the requirements in Note ***** below Table 3. For Class DS exposed to seawater, the total air content shall be within a minus 1½ percent tolerance of the maximum allowable air content in Note **** below Table 3. For Class DS not exposed to seawater the total air content shall be within the requirements in Note **** below Table 3.

For Classes F and FX, the slump shall be within a minus 1½-inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of three inches (3") or less or within a minus 2½-inch tolerance of the maximum permitted for mixtures with a maximum permitted

slump of greater than three inches (3"). For Classes F and FX exposed to seawater, the total air content shall be within a minus 1½ percent tolerance of the maximum allowable air content in Note **** below Table 3. For Classes F and FX not exposed to seawater the total air content shall be within the requirements in Note **** below Table 3.

Delete the third sentence of the third paragraph of Subsection 804.02.10.3 on page 853, and substitute the following:

If the requirements of yield, slump, or total air content are not met within three (3) production days after the first placement, subsequent field verification testing shall not be permitted on department projects, and the mix design shall not be used until the requirements listed above are met

907-804.02.10.4--Adjustments of Mixture Proportions. Delete the paragraph in Subsection 804.02.10.4 on page 854, and substitute the following:

The mixture may be adjusted by the Class III Certified Technician representing the Contractor in accordance with the allowable revisions listed in the Department's Concrete Field Manual, paragraph 5.7. Written notification shall be submitted to the Engineer a minimum of seven (7) days prior to any source or brand of material change, aggregate size change, allowable material type change, or decrease in any cementitious material content. Any adjustments of the concrete mixture design shall necessitate repeat of field verification procedure as described in Subsection 804.02.10.3 and approval by the Engineer.

907-804.02.11--Concrete Batch Plants. Delete the first three paragraphs of Subsection 804.02.11 on page 854, and substitute the following:

The concrete batch plant shall meet the requirements of the National Ready Mixed Concrete Association *Quality Control Manual, Section 3, Plant Certification Checklist* as outlined in the latest edition of the Department's *Concrete Field Manual*. The Contractor shall submit a copy of the approved checklist along with proof of calibration of batching equipment, i.e., scales, water meter, and admixture dispenser, to the Engineer 30 days prior to the production of concrete.

For projects with 1000 cubic yards and more, the concrete batch plant shall meet the requirements for an automatic system capable of recording batch weights. It shall also have automatic moisture compensation for the fine aggregate. For projects of more than 200 but less than 1000 cubic yards the plant can be equipped for manual batching with a fine aggregate moisture meter visible to the plant operator.

The concrete batch plant shall have available adequate facilities to cool concrete during hot weather.

Mixer trucks to be used on the project are to be listed in the checklist and shall meet the requirements of the checklist.

907-804.02.12--Contractor's Quality Control. Delete the fourth paragraph of Subsection 804.02.12 on page 854 & 855, and substitute the following:

The Contractor's Quality Control program shall encompass the requirements of AASHTO Designation: M 157 into concrete production and control, equipment requirements, testing, and batch ticket information. The requirement of AASHTO Designation: M 157, Section 11.7 shall be followed except, on arrival to the job site, a maximum of 1½ gallons per cubic yard is allowed to be added. Water shall not be added at a later time. If the maximum permitted slump is exceeded after the addition of water at the job site, the concrete shall be rejected.

907-804.02.12.3--Documentation. After the second sentence of the second paragraph of Subsection 804.02.12.3 on page 856, add the following:

Batch tickets and gradation data shall be documented in accordance with Department requirements. Batch tickets shall contain all the information in AASHTO Designation: M157, Section 16 including the additional information in Subsection 16.2 with the following exception: the information listed in paragraphs 16.2.7 and 16.2.8 is not required. Batch tickets shall also contain the concrete producer's permanent unique mix number assigned to the concrete mix design.

907-804.02.12.5--Non-Conforming Materials. In Table 4 of Subsection 804.02.12.5 on page 857, delete "/ FM" from the requirements on line B.3.a.

In Table 4 of Subsection 804.02.12.5 on page 857, replace "One set (two cylinders) for 0-100 yd^3 inclusive" with "A minimum of one set (two cylinders) for each 100 yd^3,"

907-804.02.13--Quality Assurance Sampling and Testing. Delete subparagraph c) in Subsection 804.02.13 on page 858 and substitute the following:

c) For concrete, the Contractor's QC and Department's QA testing of concrete compressive strengths compare when using the data comparison computer program with an alpha value of 0.01 for projects with 1000 cubic yards and more; or, strength comparisons are within 990 psi for projects of more than 200 but less than 1000 cubic yards.

In Table 5 of Subsection 804.02.13 on page 858, delete "and FM" from the requirements on line A.3.

Delete Subsection 907-804.02.13.1 beginning on page 859 and substitute the following:

907-804.02.13.1--Basis of Acceptance.

907-804.02.13.1.1--Sampling. Sampling of concrete mixture shall be performed in accordance with the latest edition of the Department's *Concrete Field Manual*.

907-804.02.13.1.2--Slump. Slump of plastic concrete shall meet the requirements of Table 3: MASTER PROPORTION TABLE FOR STRUCTURAL CONCRETE DESIGN. A check test shall be made on another portion of the sample before rejection of any load.

907-804.02.13.1.3--Air. Total air content of concrete shall be within the specified range for the class of concrete listed in Table 3: MASTER PROPORTION TABLE FOR STRUCTURAL CONCRETE DESIGN. A check test shall be made on another portion of the sample before rejection of any load.

907-804.02.13.1.4--Yield. If the yield of the concrete mix design is more than plus or minus 3% of the designed volume, the mix shall be adjusted by a Class III Certified Technician representing the Contractor to yield the correct volume plus or minus three percent (±3%). If batching of the proportions of the mix design varies outside the batching tolerance range of the originally approved proportions by more than the tolerances allowed in Subsection 804.02.12.1, the new proportions shall be field verified per Subsection 804.02.10.3.

907-804.02.13.1.5--Temperature. Cold weather concreting shall follow the requirements of Subsection 907-804.03.16.1. Hot weather concreting shall follow the requirements of Subsection 804.03.16.2 with a maximum temperature of 95°F for Class DS concrete or for concrete mixes containing cementitious materials meeting the requirements of Subsection 907-701.02.2 as a replacement of Portland cement. For other concrete mixes, the maximum concrete temperature shall be 90°F. Concrete with a temperature more than the maximum allowable temperature shall be rejected and not used in Department work.

907-804.02.13.1.6--Compressive Strength. Laboratory cured concrete compressive strength tests shall conform to the specified strength (f'_c) listed in the specifications. Concrete represented by compressive strength test below the specified strength (f'_c) may be removed and replaced by the Contractor. If the Contractor elects not to remove the material, it will be evaluated by the Department as to the adequacy for the use intended. All concrete evaluated as unsatisfactory for the intended use shall be removed and replaced by the Contractor at no additional cost to the Department. For concrete allowed to remain in place, reduction in payment will be as follows:

Projects with 1000 Cubic Yards and More. When the evaluation indicates that the work may remain in place, a statistical analysis will be made of the QC and QA concrete test results. If this statistical analysis indicates at least 93% of the material would be expected to have a compressive strength equal to or greater than the specified strength (f'_c) and 99.87% of the material would be expected to have a compressive strength at least one standard deviation above the allowable design stress (f_c), the work will be accepted. If the statistical analysis indicates that either of the two criteria are not met, the Engineer will provide for an adjustment in pay as follows for the material represented by the test result.

Total Pay on Material in Question = Unit Price - (Unit Price x % Reduction)

$$\% \text{ Reduction} = \frac{(f'_c - X)}{f'_c - (f_c + s)} \times 100$$

where:

f'_c = Specified 28-day compressive strength, psi

X = Individual compressive strength below f'_c, psi
s = standard deviation, psi*
f_c = allowable design stress, psi

* Standard deviation used in the above reduction of pay formula shall be calculated from the applicable preceding compressive strengths test results plus the individual compressive strength below f'_c. If below f'_c strengths occur during the project's first ten compressive strength tests, the standard deviation shall be calculated from the first ten compressive strength tests results.

Projects of More Than 200 but Less Than 1000 Cubic Yards. When the evaluation indicates that the work may remain in place, a percent reduction in pay will be assessed based on a comparison of the deficient 28-day test result to the specified strength. The Engineer will provide for an adjustment in pay as follows for the material represented by the test result.

Total Pay on Material in Question = Unit Price - (Unit Price x % Reduction)

$$\% \text{ Reduction} = \frac{(f'_c - X)}{f'_c} \times 100$$

where:

f'_c = Specified 28-day compressive strength, psi
X = Individual compressive strength below f'_c, psi

907-804.03--Construction Requirements.

907-804.03.6--Handling and Placing Concrete.

907-804.03.6.2--Consolidation. After the last sentence of Subsection 804.03.6.2 on page 864, add the following:

If the Department determines that there is an excessive number of projections, swells, ridges, depressions, waves, voids, holes, honeycombs or other defects in the completed structure, removal of the entire structure may be required as set out in Subsection 105.12.

907-804.03.15--Removal of Falsework, Forms, and Housing. Delete the first sentence of the second paragraph of Subsection 804.03.15 on page 871, and substitute the following:

Concrete in the last pour of a continuous superstructure shall have attained a compressive strength of 2,400 psi, as determined by cylinder tests or maturity meter probe, prior to striking any falsework.

Delete the first sentence of the third paragraph of Subsection 804.03.15 on page 871, and substitute the following:

At the Contractor's option and with the approval of the Engineer, the time for removal of forms may be determined by cylinder tests, in accordance with the requirements listed in Table 6, in which case the Contractor shall furnish facilities for testing the cylinders.

Delete the fourth and fifth paragraphs of Subsection 804.03.15 on pages 871 & 872, and substitute the following:

The cylinders shall be cured under conditions which are not more favorable than those existing for the portions of the structure which they represent.

Delete the table in Subsection 804.03.15 on page 872, and substitute the following:

Table 6
Minimum Compressive Strength Requirements for Form Removal

Forms:	
Columns	1000 psi
Side of Beams	1000 psi
Walls not under pressure	1000 psi
Floor Slabs, overhead	2000 psi
Floor Slabs, between beams	2000 psi
Slab Spans	2400 psi
Other Parts	1000 psi
Centering:	
Under Beams	2400 psi
Under Bent Caps	2000 psi
Limitation for Placing Beams on:	
Pile Bents, pile under beam	2000 psi
Frame Bents, two or more columns	2200 psi
Frame Bents, single column	2400 psi

In lieu of using concrete strength cylinders to determine when falsework, forms, and housings can be removed, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Table 7. Falsework, forms, and housings may be removed when maturity meter readings indicate that the required concrete strength is achieved. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO Designation: T 325 and ASTM Designation: C 1074 specifications. Technicians using the maturity meter or calculating strength/maturity graphs shall be required to have at least two hours of training prior to using the maturity equipment.

Table 7
Requirements for use of Maturity Meter Probes

Structure Component	Quantity of Concrete	No. of Probes
Slabs, beams, walls, & miscellaneous items	0 - 30 yd^3	2
	> 30 to 60 yd^3	3
	> 60 to 90 yd^3	4
	> 90 yd^3	5
Footings, Columns & Caps	0 - 13 yd^3	2
	> 13 yd^3	3
Pavement, Pavement Overlays	1200 yd^2	2
Pavement Repairs	Per repair or 900 yd^2 Whichever is smaller	2

907-804.03.16--Cold or Hot Weather Concreting.

907-804.03.16.1--Cold Weather Concreting. After the third paragraph of Subsection 804.03.16.1 on page 873, add the following:

In lieu of the protection and curing of concrete in cold weather, at the option of the Contractor with the approval of the Engineer, when concrete is placed during cold weather and there is a probability of ambient temperatures lower that 40°F, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Table 7. An approved insulating blanketing material shall be used to protect the work when ambient temperatures are less than 40°F and shall remain in place until the required concrete strength in Table 6 is achieved. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO Designation: T 325 and ASTM Designation: C 1074 specifications. Technicians using the maturity meter or calculating strength/maturity graphs shall be required to have at least two hours of training prior to using the maturity equipment.

Rename the Table in Subsection 804.03.16.1 on page 874 from "Table 6" to "Table 8".

907-804.03.19--Finishing Concrete Surfaces.

907-804.03.19.7--Finishing Bridge Floors.

907-804.03.19.7.4--Acceptance Procedure for Bridge Deck Smoothness. After the first sentence of the second paragraph of Subsection 804.03.19.7.4 on page 886, add the following:

Auxiliary lanes, tapers, shoulders and other areas that are not checked with the profilograph, shall meet a 1/8 inch in 10-foot straightedge check made transversely and longitudinally across the deck or slab.

907-804.05--Basis of Payment. Add the "907" prefix to the pay items listed on page 898.

SECTION 905 PROPOSAL

Date _____

City of Hattiesburg
Forrest County, Mississippi

Sirs: The following proposal is made on behalf of _____
of _____
for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of:

_____

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid, in accordance with the above.

Attached hereto is a certified check, cashier's check or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law).

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.

2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.

3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.

4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

SECTION 905 PROPOSAL (Continued)

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a certified check, cashier's check or bid bond for **five percent (5%) of the total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bonds within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the Local Public Agency as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____
ADDENDUM NO _____ DATED _____ ADDENDUM NO. _____ DATED _____

TOTAL ADDENDA: _____
(Must agree with total addenda issued prior to opening of bids)

Respectfully Submitted,

DATE _____

_____
Contractor

BY _____
Signature

TITLE _____

ADDRESS _____

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of _____ and the names, titles and business addresses of the executives are as follows:

_____
President Address

_____
Secretary Address

_____
Treasurer Address

The following is my (our) itemized proposal.

Revised 11/2008

SECTION 905 PROPOSAL (Bid Sheet No. 3-5)

PROJECT NUMBER: SRSP-0210-00(024) LPA / 106139-401000
COUNTY: FORREST
PROJECT DESCRIPTION: WOODLEY SIDEWALK PROJECT

I (we) agree to complete the entire project within the specified contract time.

*****SPECIAL NOTICE TO BIDDERS*****

1. **BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT AND ITEM TOTALS ARE ENTERED. BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEET IS SIGNED.**

2. **A STRIPPED PROPOSAL THAT IS NOT REASSEMBLED IN ITS CORRECT ORDER IS CONSIDERED AS AN IRREGULAR BID AND WILL BE REJECTED.**

BID SCHEDULE

Base Bid					
Pay Item No.	**Plan Quanti ty**	**Unit**	**Description**	**Unit Price**	**Item Total**
201-A001	1	LS	Clearing and Grubbing		
202-A001	1	LS	Removal of Obstructions		
202-B035	64	SY	Removal of Concrete Sidewalk		
202-B078	312	SY	Removal of Pavement, All Types and Depths		
202-B093	300	LF	Removal of Curb and Gutter, All Types		
202-B106	20	LF	Removal of Pipe, All Sizes		
203-A003	50	CY	Unclassified Excavation, FM, AH		
203-EX017	50	CY	Borrow Excavation, AH, FME, Class B9		
203-G003	1	CY	Excess Excavation, FM, AH		
211-B001	100	CY	Topsoil for Slope Treatment, Contractor Furnished		
212-B001	2,000	SY	Standard Ground Preparation		
907-213-A001	1	Ton	Agricultural Limestone		
213-B003	1	Ton	Combination Fertilizer, 8-24-24		
216-B001	2,000	SY	Solid Sodding, Centipede		
219-A001	150	KGAL	Watering	$20	$3000
220-A001	1	Acre	Insect Pest Control		
234-A001	400	LF	Temporary Silt Fence		
907-237-A002	100	LF	Wattles, 12"		
907-246-A002	100	Each	Sandbags		
907-601-B003	1	CY	Class "B" Structural Concrete, Minor Structures		
602-A001	350	LBS	Reinforcing Steel		
907-603-PVC05	20	LF	6" Corrugated Polyvinyl Chloride Pipe		
608-A001	1,435	SY	Concrete Sidewalk, without Reinforcement		

Base Bid					
Pay Item No.	**Plan Quantity**	**Unit**	**Description**	**Unit Price**	**Item Total**
609-B001	80	LF	Concrete Curb, Header		
609-D006	43	LF	Combination Concrete Curb and Gutter, Type I Modified		
613-D006	4	EA	Adjustment of Water Meter		
614-B002	286	SY	Concrete Driveway, with Reinforcement, 6-Inch Thickness		
618-A001	1	LS	Maintenance of Traffic		
618-B001	1	SF	Additional Construction Signs	$10	$10
620-A001	1	LS	Mobilization		
630-A001	144	SF	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness		
630-C004	238	LF	Steel U-Section Posts, 3.0 to 3.5 lb/ft		
809-A002	270	SF	Retaining Wall System		
907-626-H004	2,800	LF	Thermoplastic Legend, White		
907-626-H005	24	SF	Thermoplastic Legend, White		
907-639-A034	2	EA	Traffic Signal Equipment Pole, Type VI, 8' Shaft		
907-639-C003	1.5	CY	Pole Foundations, 24" Diameter		
907-639-D003	10	LF	Slip Casing, 24" Diameter		
640-A034	4	EA	Traffic Signal Heads, Type 6 LED Countdown		
907-642-B001	1	EA	Solid State Traffic Actuated Controller Modification		
647-A005	3	EA	Pullbox, Type 2		
666-B015	265	LF	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 5 Conductor.		
668-A018	20	LF	Traffic Signal Conduit, Underground, Type 4, 2"		
668-B024	245	LF	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 2"		
TOTAL BASE BID:					

Alternate 1 (Additive) – School Mast Arm Signal					
Pay Item No.	**Plan Quantity**	**Unit**	**Description**	**Unit Price**	**Item Total**
907-630-PP020	1	LS	School Mast Arm Signal, Solar Power, Per Plans		
TOTAL ALTERNATE BID:					

BID SUMMARY TABLE

TOTAL BASE BID $ _____

TOTAL ALTERNATE BID $ _____

SECTION 905 PROPOSAL (Bid Sheet No. 5-5)

PROJECT NUMBER: SRSP-0210-00(024)LPA / 106139-401000
COUNTY: FORREST
PROJECT DESCRIPTION: WOODLEY SIDEWALK PROJECT

COMPLETE ITEM NOS. 1, 2 AND/OR 3 AS APPROPRIATE, SEE NOTICE TO BIDDERS NO. 696 AND SUPPLEMENT.

1. **I/We agree that no less than _____ percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).**

2. **Classification of Bidder: Small Business (DBE) _ Small Business (WBE) □**

3. **A joint venture with a Small Business (DBE/WBE): YES _**

***** SIGNATURE STATEMENT*****

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFY THAT THE FIGURES SHOWN THERIN CONSTITUTE THEIR OFFICIAL BID.

_____
BIDDER'S SIGNATURE

`This is certified to be a true and correct copy of the original for Project_____

_____, _____ County

on file in the office of the City of_____.

This _____day of _____, 20 _____.

_____
Project Engineer / Project Architect or LPA Engineer

Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports

The Bidder ____, proposed Subcontractor ____, hereby certifies that he has ____, has not ____, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has ____, has not ____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

_____
(COMPANY)

BY _____

_____
(TITLE)

DATE: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NON-COLLUSION AFFIDAVIT
(Execute in duplicate)

State of Mississippi

County of _____

I, _____,
(Name of person signing certification)

individually, and in my capacity as _____ of
(Title)

_____ do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. _____,

in _____ County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and

d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000. The bidder shall include the language of the certification in all subcontracts exceeding $100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____ _____

Signature

(11/23/92F)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NON-COLLUSION AFFIDAVIT
(Execute in duplicate)

State of Mississippi

County of _____

I, _____,
(Name of person signing certification)

individually, and in my capacity as _____ of
(Title)

_____ do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. _____,

in _____ County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____ _____

Signature

(11/23/92F)

LOCAL PUBLIC AGENCY (LPA)

S E C T I O N 9 0 2

CONTRACT FOR _____

LOCATED IN THE COUNTY OF _____

STATE OF MISSISSIPPI,

_____

This contract entered into by and between the Local Public Agency _____ _____ (hereinafter "LPA") on one hand, and the undersigned contractor, on the other witnesseth;

That, in consideration of the payment by the LPA of the prices set out in the proposal hereto attached, to the undersigned contractor, such payment to be made in the manner and at the time of times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all materials and equipment and the executing of all the work contemplated in this contract.

It is understood and agreed that the advertising according to law, the Advertisement, the instructions to bidders, the proposal for the contract, the specifications, the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done, shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid; or from the action of the elements and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work, exceptions being those specifically set out in the contract; and for faithfully completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions, Notice(s) to Bidders and requirements of the LPA.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the LPA or their authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Mississippi Department of Transportation or Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the Mississippi Transportation Commission and the authorized Federal Agencies.

The Contractor agrees that all labor as outlined in the Special Provisions may be secured from list furnished by

Manager, WIN Job Center nearest the project

It is agreed and understood that each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not inserted, then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.

Witness our signatures this the ____ day of _____, 20____.

_____
Contractor(s)

By _____ _____

Title _____ By _____

Signed and sealed in the presence of: LPA Official

(Names and address of witnesses)

_____ _____

LPA Clerk

Award authorized by the LPA in session on the _____day of _____, 20___, as recorded _____

_____

LOCAL PUBLIC AGENCY (LPA)

SECTION 903
PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR _____

LOCATED IN THE COUNTY OF _____

STATE OF MISSISSIPPI,

_____

Know all men by these presents: that we, _____
(Contractor)

(hereinafter "Principal"), a _____

residing at _____ in the State of _____

and _____
(Surety)

residing at _____ in the State of _____

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly bound unto the Local Public Agency _____, (hereinafter "LPA"), in the sum of _____

($ _____) Dollars, lawful money of the United States of America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and severally by these presents.

Signed and sealed this the _____ day of _____ A.D._____.

The conditions of this bond are such, that whereas the said Principal, has (have) entered into a contract with the LPA, bearing the date of _____ day of _____ A.D. _____ hereto annexed, for the construction of certain project(s) in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on file in the offices of the LPA.

Now therefore, if the above bounden Principal in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in Subsection 109.11 of the approved specifications, and save harmless said LPA from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the

LOCAL PUBLIC AGENCY (LPA)

LPA at the instance of any officer of the LPA authorized in such cases, for double any amount in money or property, the LPA may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the LPA Official, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

Witness our signatures and seals this the _____ day of _____ A.D. _____

_____
(Contractors) Principal

_____
Surety

By _____

By _____
(Signature) Attorney in Fact

Address: _____

_____

Title _____
(Contractor's Seal)

_____
(Printed) Mississippi Agent

_____
(Signature) Mississippi Agent

Address: _____

_____

_____
(Surety Seal)

_____
Mississippi Insurance ID Number

MDOT Certification Form for Sub-Awards
Executive Compensation Reporting for Transparency Act

On behalf of the entity named below, I certify that I have personally read and reviewed the executive compensation reporting requirements of the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA], and certify under penalty of perjury pursuant to Section 97-9-61, Mississippi Code of 1972, as amended, the following:

Local Entity Name: City of Hattiesburg

Data Universal Numbering System (DUNS) Number : 079448130 (required)

✓ The local entity listed below receiving federal funds from MDOT **is not** required to report executive compensation under the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA].

_____ The local entity listed below receiving federal funds from MDOT **is required** to report executive compensation under the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA], listed below are the names and total annual compensation of the five most highly compensated officers of the city:

	NAME	TOTAL ANNUAL COMPENSATION
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

The LPA acknowledges that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. §§ 1001 (false statements) and 1621 (perjury), and 28 U.S.C. §1746 (declarations under penalty of perjury). The LPA also acknowledges that said projects, including certifications provided in connection with such projects and grants are subject to review by the Mississippi Department of Transportation, the Mississippi State Auditor, and the Mississippi Office of Attorney General.

LPA Chief Official

2/13/12
Date

Guidance for Federal Spending Transparency:
Subaward and Executive Compensation Data
Reporting Requirements for FFATA Implementation

Summary

1. Prime awardees and sub awardees of Federal financial assistance must report executive compensation data if they meet the statutory reporting thresholds. For the Federal-aid Highway Program, this means that the State, and any subawardees of Federal-aid funds through the State, is subject to the executive compensation reporting requirement.

• names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Background

Beginning October 1, 2010, guidance directs compliance with the Transparency Act to report prime and first-tier subaward data. Federal agencies and prime awardees will report to ensure disclosure of Federal contract and grant subaward and executive compensation data.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the Office of Management and Budget ("OMB") to ensure the establishment of a publicly available website that contains the following information about each Federal award:

• name of the entity receiving the award;

• amount of the award;

• information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number, program source, award title descriptive of the purpose of each funding action;

• location of the entity receiving the award and primary location of performance under the award, including city, State, congressional district, and country;

• unique identifier of the entity receiving the award and the parent entity of the recipient, should the entity be owned by another entity; and

• names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

OCR-481-LPA
REV. 04/09

LPA PROJECT

DISADVANTGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER : _____

NAME OF DBE FIRM: _____ ☐ RACE CONSCIOUS ☐ RACE NEUTRAL

COUNTY: _____

CITY : _____

A REFERENCE NUMBER OF ITEMS	B PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	C VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
TOTAL		
PER CENT OF TOTAL BID		

*** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. ***

SIGNATURE OF DBE _____ SIGNATURE OF PRIME _____

DATE APPROVED: _____ _____
Prime Contractor Firm Name

APPROVED BY: _____ _____
LPA Project Director Name (Printed) Submitted By Name

_____ _____
LPA Project Director (Signature) TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF %.

INSTRUCTIONS :

1. SUBMIT THIS FORM TO THE **LPA Project Director** ***FOR THEIR SIGNATURE*** NO LATER THAN THE TENTH (10) CALENDER DAY AFTER THE OPENING OF THE BIDS.
2. 60 % CREDIT IS ALLOWED TOWARD THE DBE GOAL FOR SUPPLIERS.
3. THE ACTUAL SUBCONTRACT AGREEMENT MUST EQUAL OR EXCEED THE DOLLAR AMOUNT SHOWN IN COLUMN " C ".
4. IF THE DBE FIRM PERFORMS " ALL OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM ENTER 100 % IN COLUMN " B ".
5. IF THE DBE FIRM PERFORMS " A PORTION OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM THE PERCENTAGE IS CALCULATED BASED ON THE TOTAL VALUE OF THE ITEM AND ENTERED IN COLUMN " B ". A BREAKDOWN OF THE COST MUST ACCOMPANY THIS SITUATION.

OCR-481-LPA
REV. 04/09

LPA PROJECT

DISADVANTGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER : _____

NAME OF DBE FIRM: _____ ☐ RACE CONSCIOUS ☐ RACE NEUTRAL

COUNTY: _____

CITY : _____

A	B	C
REFERENCE NUMBER OF ITEMS	PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
TOTAL		
PER CENT OF TOTAL BID		

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SIGNATURE OF DBE _____ SIGNATURE OF PRIME _____

DATE APPROVED: _____ _____
Prime Contractor Firm Name

APPROVED BY: _____ _____
LPA Project Director Name (Printed) Submitted By Name

_____ _____
LPA Project Director (Signature) TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF %.

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LPA PROJECT

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PROJECT NUMBER : _____

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COUNTY: _____

CITY : _____

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TOTAL		
PER CENT OF TOTAL BID		

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SIGNATURE OF DBE _____ SIGNATURE OF PRIME _____

DATE APPROVED: _____ _____
Prime Contractor Firm Name

APPROVED BY: _____ _____
LPA Project Director Name (Printed) Submitted By Name

_____ _____
LPA Project Director (Signature) TITLE

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OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: _____
County: _____

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
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Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

_____
SUBMITTED BY (Signature)

_____
FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not **signed** and included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.

Please make copies of this form when needed and also add those copies to the bid package.

OCR-485-LPA
REV. 04/09

LPA PROJECT

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_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

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Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

_____
SUBMITTED BY (Signature)

_____
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Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

_____
SUBMITTED BY (Signature)

_____
FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not **signed** and included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.

Please make copies of this form when needed and also add those copies to the bid package.

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Charles R. Carr
Director
Office of Intermodal Planning

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Lisa M. Hancock
Deputy Executive Director/
Administration

Willie Huff
Director
Office of Enforcement

Melinda L. McGrath
Executive Director

P. O. Box 1850 / Jackson, Mississippi 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / www.GoMDOT.com

August 7, 2013

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

RE: SRSP-0210-00(024)/LPA 106139-401000 - Authority to Advertise
Forrest County

Dear Sir or Madam:

This letter confirms that the Federal Highway Administration and the Mississippi Department of Transportation have received and approved the PS&E Package submitted and hereby authorize the advertisement for receipt of bids on the subject project which is for Sidewalk, Signage and Striping installations at Woodley Elementary. No changes are to be made to the proposal before advertising without submission and approval by MDOT and FHWA, as applicable. Additionally, all Addenda must also be approved. Any unapproved changes will result in non-participating costs in the contract.

In the advertisement, receipt of bids and opening of bids, the following criteria must be met:

1. The date of the first ad must be within 60 days from the date of this letter. Failure to advertise within this time frame will result in the funding authority being de-obligated and authority to advertise is rescinded.
2. The advertisement must be published in a newspaper having statewide distribution, once a minimum of three weeks prior to the scheduled receipt of bids, and the second time a minimum of two weeks prior to the scheduled receipt of bids. One **Sworn Proof** of Publication is furnished us. At the present time, the only newspaper with Statewide distribution is the Clarion-Ledger in Jackson. Refer to the first paragraph of the PDM in Chapter 6, and consult your District LPA Coordinator for guidance in setting these dates.
3. Bidding procedures on a nondiscriminatory basis must be afforded to all qualified bidders regardless of State boundaries. You can not require any license or certificate that would restrict competition, or prevent submission of a bid or prohibit consideration of a bid submitted by any responsible contractor, whether resident or nonresident of Mississippi. Please see the attached copy of Page 9 Federal-Aid Policy Guide (Transmittal 2) dated April 7, 1992, 23 CFR 635A Section 635.110 – Licensing and qualification of contractors.
4. Proposals must be opened and read publicly at the time and at the place indicated in the proposal and/or advertisement. Do not accept a stripped proposal. The bidders must return the entire proposal that you sold to them, plus any addendums and their bid bond. Proposals received after the time for opening of bids must be returned to the bidder unopened.
5. All proposals opened must be filed prior to the time and at the place specified in the proposal and/or in the advertisement.
6. Before award, the successful bidder must have obtained a State Privilege License from the State Tax Commission.

7. Notice to Bidders No. 4103 (DBE's in Federal-Aid Highway Construction) and Supplement to Notice to Bidders 4103 are a part of this contract. The Section titled 'Directory' refers to the current list of Certified DBE Contractors and Certified DBE Suppliers/Manufacturers published monthly by MDOT on the website www.gomdot.com. The DBE firm must be on the Department's list of "Certified DBE Contractors" that is posted online at the time the job is let and approved by MDOT to count towards meeting the DBE goal.
8. The DBE Goal for this project is 5%.
9. Refer to Chapter 6: MDOT Authorization and LPA Selection of a Contractor, in the on-line PDM (www.gomdot.com, Projects, Local Public Agencies), for guidance to request concurrence in the award or to reject bids and re-advertise.
10. The award of the contract or the rejection of all bids submitted is subject to the concurrence of the Mississippi Department of Transportation. Awarded projects shall not be executed prior to concurrence by MDOT.

When the dates for advertisement and receipt of bids in accordance with the foregoing are established, please furnish this information to the District LPA Coordinator, David Seyfarth, 16499#B Highway 49 North Trailer, Saucier, MS 39574, and District Engineer, Mr. Kelly Castleberry, P.O. Box 551, Hattiesburg, Mississippi 39403. This notification is essential in order that representatives of the Department may be present at this opening of bids.

For your information, Chapter 474, General Laws of Mississippi as amended by Chapter 393, General Laws of Mississippi provides that nothing therein shall apply to highway construction, highway bridges, overpasses, and any other project incidental to the construction of highways which are designated as federal aid projects and federal funds are involved; therefore the Certificate of Responsibility requirements of this law are not applicable to a Local Public Agency (LPA) Project designated as a federal aid project where federal funds are involved.

The LPA's prorated share of the project cost will be based on the low bid, estimated cost of the contingencies and construction engineering, if applicable, and that share amount will be provided by MDOT in the Concurrence in Award Letter.

Sincerely,

Jeffrey C. Altman, P. E.
State Engineer for Local Public Agencies

JCA:kct

cc: Commissioner Tom King
Chief Engineer
Asst. Chief Engr.-Operations
Construction Division
Central File
Federal Highway Administration
LPA Administrator (Thornton)
District LPA Coordinator (Seyfarth)
District Engineer
Neel-Schaffer, Inc.

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, September 26, 2013** for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. All bids so received will be 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 and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

The *2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction,* adopted by the Mississippi Department of Transportation, as referred to herein, may be purchased from the Mississippi Department of Transportation.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Hattiesburg as bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a performance and payment bond in the amount of 100 percent of the contract amount. Both bonds shall be signed orcounter-signed by a Mississippi Resident Agent.

The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi prior to the hour and date above designated.

The City of Hattiesburg reserves the right to reject any or all proposals, to waive technicalities or irregularities, or to advertise for new proposals, and the decision of the City of Hattiesburg to reject any bid or proposal shall not be cause for any liability or damages against the City of Hattiesburg, any officers or employees.

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 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.

Eddie Myers, City Clerk
City of Hattiesburg, Mississippi

Dates of Publication:

August 23, 2013

August 30, 2013

City of Hattiesburg, MS

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

Master

File Number: 2013-0486

File ID:	2013-0486	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	08/08/2013
Brief Title:	Privilege License Report			**Final Action:**	
				Minute Book Number:	MB2013-241

Title:

Acknowledge receipt of Privilege License Report for the month of July, 2013

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	MEMO- Priv Lic reprt July 2013, New Lic fpr July 2013, Renewals for July 2013	**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	08/20/2013					

Text of Legislative File 2013-0486

Title

Acknowledge receipt of Privilege License Report for the month of July, 2013

Summary

Privilege License Report

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*

August 8, 2013

Mayor & Council

Attached is a copy of the Privilege License Report for the month of July, 2013.

The breakdown is as follows:

New License	$1,621.84
Renewed License	$16,432.00
Penalties	$336.80

The grand total collected for the month of July, 2013 was $18,390.64

Respectfully,

Kermas Eaton

Deputy City Clerk

PRIVILEGE LICENSE MONTHLY REPORT
July 2013

New Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0131248	20.00		AUTOMATIC FIRE PROTECTION, LLC 36060 AMANDA RD. PEARL RIVER, LA 70452
0131261	20.00		GULF COAST CARDS & SPORTS MEMORABIL 1000 TURTLE CREEK DR. STE 525 HATTIESBURG, MS 39402
0131271	20.00		DAYLIGHT DONUTS 5274 HWY 42 PETAL, MS 39465
0131273	20.00		JAVA MOE'S (INSIDE FORREST GENERAL) 6051 US HWY 49 HATTIESBURG, MS 39402
0131277	20.00		RADCO FISHING & RENTAL TOOLS, INC 525 N. MAIN ST., STE C HATTIESBURG, MS 39403
0131279	20.00		A GIFTED HANDS SALON 204 BROADWAY DR. HATTIESBURG, MS 39401
0131281	20.00		SOUTHERN BROTHERS MENSWEAR 6555 US HWY 98 STE 4A HATTIESBURG, MS 39402
0131288	20.00		ALL AMERICAN GLASS & MIRROR, LLC 5296 OLD HWY 11, STE 6A HATTIESBURG, MS 39402
0131294	20.00		PHONE FIXINS 6333 US HWY 49 SUITE 20 HATTIESBURG, MS 39401
0131297	25.00		BRACKMAN'S STEPPING STONE 6 PIONEER RD. E HATTIESBURG, MS 39402
0131312	30.00		TJ'S LEARNING CENTER 1903 ARCADIA ST. HATTIESBURG, MS 39401
0131326	20.00		LOGAN MULTICRAFT LLC DBA COASTAL 30905 CREEK VALLEY DRIVE DENHAM SPRINGS, LA 70726
0131327	20.00		DIRTY DEEDS 1024 WEEPING WILLOW CIRCLE HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
July 2013

New Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0131328	10.00		YAMATO STEAK HOUSE 5040 HARDY ST HATTIESBURG, MS 39401
0131339	30.00		CERTIFIED ROOFING & SHEET METAL,LLC 49181 HWY 51 TICKFAW, LA HAMMOND, LA 70403
0131345	50.00		J ALLAN'S 6169 HWY 98 W., STE 10 MCCOMB, MS 39649
0131365	20.00		THE EXECUTIVE TEAM, INC 118 LAMAR BLVD., STE 10 HATTIESBURG, MS 39402
0131366	20.00		BRICE BUILDING COMPANY LLC 3500 N.CAUSEWAY BLVD.METAIRIE LA GULFPORT, MS 39502
0131379	20.00		MINDFUL SOLUTION, LLC 1 COMMERCE DR., STE 205 HATTIESBURG, MS 39402
0131382	30.00		ADVANCE FRAMING MATERIAL, INC. 4150 OLD MOBILE HWY LUCEDALE, MS 39452
0131386	20.00	17.60	DYNASTY HAIR DESIGN 2406 W. 4TH ST HATTIESBURG, MS 39401
0131393	20.00		JENKS 'REAL DEAL' HAIR EXTENSION'S 301 HUMBLE AVE. HATTIESBURG, MS 39401
0131399	8.34		TONY'S TOBACCO 4400 HARDY ST., STE B8 GAUTIER, MS 39553
0131401	20.00		WHJA RADIO STATION 106 CAMPBELL LOOP, STE 10 LAUREL, MS 39441
0131408	20.00		RICHTON TIE & TIMBER LLC 1920 GLENDALE ROAD PETAL, MS 39465
0131409	30.00		VITAL CARE COMPOUNDER 4001 O'FERRELL HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
July 2013

New Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0131410	36.00		MACK GRUBBS HYUNDAI LLC 6507 HWY 98 HATTIESBURG, MS 39402
0131417	30.00		FIRST HERITAGE CREDIT LLC 3317 HARDY ST., STE 50 RIDGELAND, MS 39157
0131418	92.50		GLENN MACHINE WORKS INC 50 J M TATUM INDUSTRIAL DR COLUMBUS, MS 39703
0131420	75.00		PETCO #1572 4600 HARDY ST., STE 23A SAN ANTONIO, TX 78245
0131421	30.00		INTERNATIONAL FIRE PROTECTION INC 5462 ABE COURT MOBILE, AL 35758
0131423	20.00		THE GOLD PLACE 3801 WEST 4TH ST HATTIESBURG, MS 39401
0131424	20.00		HORNE LLP 2200 HARDY ST., #30 HATTIESBURG, MS 39401
0131425	20.00		THD AT HOME SERVICES 2690 CUMBERLAND PKWY, STE 300 ATLANTA, GA 30339
0131431	25.00		SEW WITH ME 5317 OLD HWY 11, STE 7 HATTIESBURG, MS 39402
0131445	20.00		KELLER WILLIAMS REALTY 5297 OLD HWY 11, STE 5 GULFPORT, MS 39507
0131448	50.00		QUEST PHARMACY, INC 602 ADELINE, STE E HATTIESBURG, MS 39401
0131456	20.00		B & D TOWING 5582 HWY 42 BY PASS PURVIS, MS 39475
0131461	20.00		TUNJIA'S LITTLE ONES CHILD 104 N. 39TH AVE HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
July 2013

New Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0131462	20.00		THE MARTIAL ARTS HOUSE LLC 219 S 40TH AVE, STE A HATTIESBURG, MS 39401
0131463	20.00		OMEGA PROTECTION SERVICES, LLC 219 S 40TH AVE, STE A HATTIESBURG, MS 39404
0131465	60.00		ORKIN PEST CONTROL 89 INDUSTRIAL BLVD MANDEVILLE, LA 70448
0131477	20.00		BATCAVE CINEMA 306 BAY STREET HATTIESBURG, MS 39401
0131488	30.00		BOARDWALK AT DEWBERRY LANDING 22 CAMPBELL SCENIC DR HATTIESBURG, MS 39401
0131517	20.00		DRAGON HOUSE BAR & GRILL, LLC 6131 HWY 49 N HATTIESBURG, MS 39401
0131529	20.00		FRENCH'S CLOTHING FOR YOU 718 JAMES STREET HATTIESBURG, MS 39401
0131530	20.00		GO YOUNG FASHIONS 2 111 S. 40TH AVE HATTIESBURG, MS 39402
0131548	380.00		GARDEN RIDGE 1000 TURTLE CREEK DRIVE HOUSTON, TX 77084
48	1,621.84	17.60	

PRIVILEGE LICENSE MONTHLY REPORT
July 2013

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0131249	20.00		MIRACLE EAR 6380 US HWY 98 W. SUITE 1 HATTIESBURG, MS 39402
0131250	30.00		U-HAUL COMPANY OF MISSISSIPPI 1301 WEST 7TH ST. PHOENIX, AZ 85036
0131251	105.00		JUDE & JUDE, PLLC 6424 US HWY 98 W STE 50 HATTIESBURG, MS 39404
0131252	20.00		BURGER KING #4673 6517 US HWY 49 NEW ORLEANS, LA 70174
0131253	20.00		BURGER KING #9037 1000 TURTLE CREEK DR. NEW ORLEANS, LA 70174
0131254	250.00		TREASURE HUNT, LLC 5912 HWY 49, SUITE B HATTIESBURG, MS 39403
0131255	105.00		CAMELLIA HOME HEALTH & HOSPICE 133 MAYFAIR ROAD HATTIESBURG, MS 39403
0131256	54.00		CAMELLIA HOME HEALTH & HOSPICE 133 MAYFAIR RD HATTIESBURG, MS 39403
0131257	30.00		WM F HORNE & CO., PLLC 22 MILBRANCH, STE 400 LAUREL, MS 39441
0131258	105.00		KENTUCKY FRIED CHICKEN 3601 HARDY ST LAUREL, MS 39442
0131259	105.00		KENTUCKY FRIED CHICKEN 609 BRAODWAY DR LAUREL, MS 39442
0131260	20.00		P AND R COSMETIC ALLIANCE, LLC 421 SOUTH 28TH AVENUE, SUITE 110 HATTIESBURG, MS 39404
0131262	20.00		BILLY GRIFFITH CONSTRUCTION 6533 OLD HWY 42 HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
July 2013

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0131263	30.00		APRIA HEALTHCARE LLC 5912 HWY 49, SUITE C-1 LAKE FOREST, CA 92630
0131264	150.00		E. CORNELL MALONE CORPORATION 910 SCOTT ST. JACKSON, MS 39201
0131265	20.00		NEAT NAILS BY MARY 4400 HARDY ST. A-11 HATTIESBURG, MS 39401
0131266	20.00		WICKER COTTAGE ISS 104 N. 32ND AVE.(GARAGE) HATTIESBURG, MS 39401
0131267	560.00		SHOE STATION 6143 US HWY 98 SUITE 100 MOBILE, AL 36606
0131268	150.00		HATTIESBURG AMERICAN 825 N. MAIN ST. HATTIESBURG, MS 39401
0131269	20.00		KONE, INC. 3421 HARDY STREET MOLINE, IL 61265
0131270	250.00		C & M MUSIC CENTER 2000 W. PINE ST KENNER, LA 70062
0131272	20.00		VHBROWN & ASSOCIATES, LLC 108 S 10TH AVENUE HATTIESBURG, MS 39401
0131274	20.00	3.20	ALTER EGO SALON 116 BROADWAY DR HATTIESBURG, MS 39401
0131275	20.00		WILLIAMS SERVICE 169 WEST CANEBRAKE BLVD HATTIESBURG, MS 39404
0131276	20.00		B CREATIVE ALTERATIONS 1520 ADELINE ST., STE F HATTIESBURG, MS 39401
0131278	20.00		PRIDESTAFF 5910 US HWY 49 SUITE 5 HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
July 2013

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0131280	20.00		JOHNNY DUPREE REALTY 1028 NORTH MAIN STREET HATTIESBURG, MS 39403
0131282	20.00		TNT CLOTHING 1202 HARDY STREET HATTIESBURG, MS 39401
0131283	20.00		WILLIAMS TOWING 113 N TIPTON AVE HATTIESBURG, MS 39401
0131284	20.00		FUSE TEC. MEDICAL, LLC 1 LINCOLN PKWY. STE 100 HATTIESBURG, MS 39402
0131285	33.00		SOUTHERN BONE & JOINT SPECIALISTS 3688 VETERANS MEMORIAL BLVD. #200 HATTIESBURG, MS 39401
0131286	20.00		HATTIESBURG MEDICAL SUPPLY 1301 SOUTH 28TH AVE HATTIESBURG, MS 39401
0131287	20.00		EVE MARIE'S 3901 HARDY STREET SUITE 90 HATTIESBURG, MS 39402
0131289	20.00		ORAL & FACIAL SURGERY CENTER 811 S.28TH AVENUE HATTIESBURG, MS 39402
0131290	20.00		POPEYES 208 SOUTH 25TH AVENUE HATTIESBURG, MS 39404
0131291	20.00		WINGED-IT 207 SOUTH 40TH AVENUE HATTIESBURG, MS 39402
0131292	30.00		S'EASTERN AUTO SPRINKLER CO. INC. 143 ENTERPRISE DR. MADISON, MS 03913
0131293	20.00		STUDIO 22 3720 HARDY ST STE 24 HATTIESBURG, MS 39402
0131295	20.00		MAESTRO ENTERPRISES 1246 BEVERLY HILLS ROAD APT 33 HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
July 2013

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0131296	20.00		AA ELECTRIC, LLC 106 CHESTERFIELD RD. HATTIESBURG, MS 39402
0131298	20.00		CULPEPPER TESTING LABORATORY 301 HARDY STREET SUITE D HATTIESBURG, MS 39401
0131299	80.00		SUNBEAM PRODUCTS, INC. 95 W.L. RUNNELS IND PARK BOCA RATON, FL 33431
0131300	20.00		COUGHLINS FLORIST 400 BAY ST. HATTIESBURG, MS 39403
0131301	32.50		BODY CENTRAL #231 1000 TURTLE CREEK DRIVE H'BURG MS JACKSONVILLE, FL 32217
0131302	20.00		JOHNSON PROPERTY SERVICES, LLC 39 FRANKLIN ROAD SUITE 205 BIRMINGHAM, AL 35209
0131303	20.00		INTERPINE LLC 3702 HARDY STREET SUITE 2 HATTIESBURG, MS 39402
0131304	20.00		AEROCARE HOME MEDICAL, INC. 6102 US HWY 98 WEST SUITE 8 ORLANDO, FL 32811
0131305	150.00		TRUSTMARK NATIONAL BANK #1 TRUSTMARK PLAZA HATTIESBURG, MS 39401
0131306	30.00		TRUSTMARK NATIONAL BANK 104 MAYFAIR RD. HATTIESBURG, MS 39403
0131307	30.00		TRUSTMARK NATIONAL BANK 3112 HARDY ST. HATTIESBURG, MS 39403
0131308	30.00		TRUSTMARK NATIONAL BANK 5912 U.S. 49 S.CLOVERLEAF MALL HATTIESBURG, MS 39403
0131309	30.00		TRUSTMARK NATIONAL BANK 6401 US HIGHWAY 98 WEST HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
July 2013

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0131310	30.00		TRUSTMARK NATIONAL BANK 4358 LINCOLN ROAD EXT. SUITE 30 HATTIESBURG, MS 39403
0131311	20.00		RIVERSIDE GRILL 1720 E HARDY STREET HATTIESBURG, MS 39403
0131313	20.00		PINE BELT CHIROPRACTIC INC 117 THORNHILL DR HATTIESBURG, MS 39402
0131314	30.00		HATCH MOTT MACDONALD 32 MILLBRANCH ROAD STE 40 HATTIESBURG, MS 39402
0131315	51.00		COMMUNITY HOSPICE, INC 6242 HWY 98, STE 60 SHERMAN, MS 38800
0131316	30.00		HOUSE PLAN ZONE LLC 5297 OLD HWY 11 SUITE 6 HATTIESBURG, MS 39401
0131317	20.00		SIGNS FIRST 4400 HARDY STREET SUITE A-1 HATTIESBURG, MS 39402
0131318	25.00		SCRUBS N MORE, INC 4600 HARDY STREET SUITE 20 HATTYIESBURG, MS 39402
0131319	30.00		FLETCHER DENTISTRY 1904 HARDY ST. HATTIESBURG, MS 39401
0131320	80.00		RESINALL MISSISSIPPI, INC. 102 DIXIE PINE ROAD HATTIESBURG, MS 39401
0131321	30.00		PLASTIC SURGERY CENTER OF 40 FRANKLIN RD. HATTIESBURG, MS 39402
0131322	30.00		GREENBRIAR DIGGING SERVICE, LP WEATHERSBY & WESLEY BLVD BROOKHAVEN, MS 39601
0131323	20.00		TEC OF JACKSON, INC 32 MILBRANCH RD., STE 30 JACKSON, MS 39201

PRIVILEGE LICENSE MONTHLY REPORT
July 2013

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0131324	40.00		JOURNEYS #1103 1000 TURTLE CREEK DRIVE SUITE 430 NASHVILLE, TN 37202
0131325	150.00		SURPLUS WAREHOUSE 5131 HWY 42 HATTIESBURG, MS 39401
0131329	90.00		RAISING CANE'S 3509 HARDY ST. PLANO, TX 75024
0131330	25.00		BROADWAY DRIVE TIRE 509 BROADWAY DR. HATTIESBURG, MS 39401
0131331	66.00		HATTIESBURG CLINIC P.A 7 MEDICAL BLVD HATTIESBURG, MS 39401
0131332	66.00		DERMATOLOGY CLINIC OF H'BURG P.A. 104 ASBURY CIR. HATTIESBURG, MS 39402
0131333	63.00		ENT ASSOCIATES OF HATTIESBURG 1605 SOUTH 28TH AVENUE HATTIESBURG, MS 39401
0131334	20.00		UNITED AUTO DELIVERY & RECOVERY INC 5110 HWY 49 SOUTH HATTIESBURG, MS 39401
0131335	30.00		FOX'S PIZZA DEN 5266 OLD HWY 11 STE 110 COLUMBIA, MS 39429
0131336	180.00		SOUTH MS HOME HEALTH, INC. 108 LUNDY LANE HATTIESBURG, MS 39404
0131337	30.00		FREEDOM HOMES #614 6896 HWY 49 MARYVILLE, TN 37802
0131338	30.00		MUNN ENTERPRISES INC. 7712 HWY 49 N HATTIESBURG, MS 39401
0131340	20.00		UNLIMITED SCHOOL OF COSMETOLOGY 102 BROAD STREET HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
July 2013

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0131341	105.00		PEDIATRIC CLINIC, P.A. 1101 S. 28TH AVE. HATTIESBURG, MS 39401
0131342	45.00		SONIC OF HATTIESBURG #2 5895 HWY 49 RIDGELAND, MS 39157
0131343	150.00		INTERIOR CONSTRUCTION SUPPLY, INC. 101 INDUSTRIAL DRIVE JACKSON, MS 39207
0131344	75.00		AMEDISYS HOME HEALTH OF HATTIESBURG 6184 US HWY 98 WEST, STE 130 MONSEY, NY 10952
0131346	20.00		SHRED-IT 5630 IRON WORKS ROAD OAKVILLE, ONTARIO, CA 39401
0131347	20.00	5.20	VANESSA'S 116 COLEMAN STREET HATTIESBURG, MS 39401
0131348	20.00	2.80	VANESSA'S 116 COLEMAN STREET HATTIESBURG, MS 39401
0131349	30.00		HATTIESBURG TRANSPORTATION SERVICES 314 N 40TH AVE HATTIESBURG, MS 39401
0131350	25.00		HATTIESBURG TRANSPORTATION SERVICES 314 NORTH 40TH AVE HATTIESBURG, MS 39401
0131351	30.00		AAA ANSERPHONE & DOCTORS EXCHANGE 420 FORREST ST. HATTIESBURG, MS 39403
0131352	20.00		DOROTHY GILLIESPIE 307 KATIE AVENUE HATTIESBURG, MS 39401
0131353	20.00		MONOGRAM HUT FRANCHISING INC. 43 TURTLE CREEK DRIVE HATTIESBURG, MS 39402
0131354	20.00		ESSARY HEATING & A/C, INC. 60 ESSARY LN. SEMINARY, MS 39479

PRIVILEGE LICENSE MONTHLY REPORT
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Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0131355	20.00		ELWOOD STAFFING SERVICES INC 560 WEATHERSBY RD, STE 180 COLUMBUS, IN 47202
0131356	25.00		PLATINUM PALACE II 6086 HWY 98, SUITE 7 HATTIESBURG, MS 39402
0131357	20.00		C & M TRANSMISSION, LLC 415 E PINE ST HATTIESBURG, MS 39401
0131358	20.00	4.00	THAGARD FENCE & CONSTRUCTION 2003 MCINNIS LOOP HATTIESBURG, MS 39401
0131359	20.00		EZ CASH 3401 HARDY STREET ATLANTA, GA 30350
0131360	20.00		CASH COW 3401 HARDY STREET ATLANTA, GA 30350
0131361	75.00		NETWORK SERVICES, INC. 810 HARDY ST. HATTIESBURG, MS 39403
0131362	20.00		TROPI TANNA TANNING SALON LLC 1715 HARDY STREET SUITE 2 HATTIESBURG, MS 39401
0131363	33.00		COMMUNITY BANK-HATTIESBURG 5010 HARDY STREET HATTIESBURG, MS 39404
0131364	90.00		4TH STREET CAR WASH 3810 W. 4TH ST. HATTIESBURG, MS 39401
0131367	20.00		CENLA STEEL ERECTOR, INC. 865 OLD PROGRESS RD. MOSELLE, MS 39459
0131368	39.00		BANCORP SOUTH 6471 US HWY 98 WEST HATTIESBURG, MS 39402
0131369	20.00		HARRY E. GOZA, JR. 814 SOUTH 28TH AVENUE HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
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Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0131370	42.00		HATTIESBURG G.I. ASSOCIATES. PLLC 100 METHODIST BLVD. HATTIESBURG, MS 39402
0131371	30.00		DIGESTIVE DISEASE CENTER OF H'BURG 100 METHODIST BOULEVARD HATTIESBURG, MS 39402
0131372	736.00		ALL BRANDS FOODS INC. 76 RAWLS SPRINGS LOOP RD HATTIESBURG, MS 39401
0131373	30.00	4.50	SOUTHERN STAR MEDICAL GROUP 4 WILLOW POINTE SUITE 110 HATTIESBURG, MS 39402
0131374	30.00		AISSA AFRICAN HAIR BRAIDING 6111 US HWY 49 STE 116 HATTIESBURG, MS 39401
0131375	20.00		LADY LUCK TATTOO 6230 US HWY 49 N HATTIESBURG, MS 39401
0131376	20.00		SMILES BY BIGELOW 4301 LINCOLN ROAD STE 20 HATTIESBURG, MS 39402
0131377	60.00	10.20	SONIC DRIVE-IN OF HATTIESBURG,LLC 3700 WEST 4TH STREET HATTIESBURG, MS 39402
0131378	30.00		SPECIALTY ABATEMENT SERVICES, INC. 3 BLACKWELL BLVD. HATTIESBURG, MS 39402
0131380	92.50		UNICARE RX, INC. 124 WALNUT STREET HATTIESBURG, MS 39401
0131381	20.00		AUTO LOCATORS & SALES INC 6384 HWY 98 W HATTIESBURG, MS 39402
0131383	540.00		NATIONAL ENTERTAINMENT NETWORK LLC 325 INTERLOCKEN PARKWAY B BROOMFIELD, CO 80021
0131384	20.00		SASSY SHEARS #2 100 SOUTH ST. HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
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Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0131385	57.00		CLEAR CHANNEL BROADCASTING, INC 6555 HWY 98 WEST, SUITE B SAN ANTONIO, TX 78229
0131387	20.00	15.20	DYNASTY HAIR DESIGN 2406 W. 4TH ST HATTIESBURG, MS 39401
0131388	20.00	12.80	DYNASTY HAIR DESIGN 2406 W. 4TH ST HATTIESBURG, MS 39401
0131389	20.00	10.40	DYNASTY HAIR DESIGN 2406 W. 4TH ST HATTIESBURG, MS 39401
0131390	20.00	8.00	DYNASTY HAIR DESIGN 2406 W. 4TH ST HATTIESBURG, MS 39401
0131391	20.00	5.60	DYNASTY HAIR DESIGN 2406 W. 4TH ST HATTIESBURG, MS 39401
0131392	20.00	3.20	DYNASTY HAIR DESIGN 2406 W. 4TH ST HATTIESBURG, MS 39401
0131394	1,840.00		BELK #670 1000 TURTLE CREEK DRIVE CHARLOTTE, NC 28217
0131395	54.00		BELK SALON #670 1000 TURTLECREEK DRIVE CHARLOTTE, NC 28217
0131396	1,840.00		THE HOME DEPOT #2905 4100 O'FERRELL STREET IRVINE, CA 92623
0131397	30.00		PINE BELT PERIODONTICS, PLLC 9 MEDICAL BLVD HATTIESBURG, MS 39401
0131398	20.00		DEEP SOUTH REVENUE RECOVERY INC 301 HUMBLE AVE SUITE 138 D'IBERVILLE, MS 39540
0131400	20.00		AMBASSADOR CONSTRUCTION 310 RUBY ST. HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
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Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0131402	30.00		CASH & CARRY CLEANERS 107 WALNUT STREET HATTIESBURG, MS 39401
0131403	20.00		MCLAUGHLIN LAW FIRM 14 98 PLACE BOULEVARD HATTIESBURG, MS 39404
0131404	20.00		BRAZEN 'SKATEBOARDS' SKATE SHOP 6086 US HWY 98 W. STE 4 HATTIESBURG, MS 39402
0131405	20.00		FISHER BROTHERS FINANCIAL SERVICES 1910 WEST PINE ST., SUITE B HATTTIESBURG, MS 39401
0131406	50.00		DOLLAR GENERAL STORE #4111 2099 LINCOLN RD GOODLETTSVILLE, TN 37072
0131407	290.00		VENDONE 1023 CHURCHWELL ROAD HATTIESBURG, MS 39401
0131411	20.00		CHRIS STYLES 212 N 25TH AVE HATTIESBURG, MS 39401
0131412	20.00	2.60	BRADDOCK LAW FIRM, PLLC 201 HARDY ST., STE B HATTIESBURB, MS 39401
0131413	20.00	8.20	RATCLIFF AUTOMOTIVE SERVICE 600 EAST PINE STREET HATTIESBURG, MS 39401
0131414	20.00	5.80	RATCLIFF AUTOMOTIVE SERVICE 600 EAST PINE STREET HATTIESBURG, MS 39401
0131415	20.00	3.40	RATCLIFF AUTOMOTIVE SERVICE 600 EAST PINE STREET HATTIESBURG, MS 39401
0131416	20.00		THOMAS TIRE REPAIR 28 R.C. THOMAS ROAD HATTIESBURG, MS 39401
0131419	20.00		HUEY CONSTRUCTION 5128 WILKERSON LN LONG BEACH, MS 39560

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Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0131422	20.00		T & B ICE CASTLE 309 NORTH CHANCELLOR RD. HATTIESBURG, MS 39401
0131426	20.00		MANPOWER INTERNATIONAL INC. 6026 HWY 98 W STE 2 MILWAUKEE, WI 53212
0131427	20.00	6.60	RSR LLC 514 COURT ST HOUSTON, TX 77071
0131428	20.00	4.20	RSR LLC 514 COURT ST HOUSTON, TX 77071
0131429	20.00		RSR LLC 514 COURT ST HOUSTON, TX 77071
0131430	20.00		HAT SHACK #6509 1000 TURTLE CREEK, STE 600 INDIANAPOLIS, IN 46278
0131432	80.00		HANSON PIPE & PRRODUCT SOUTH 6934 HWY 49 NORTH HATTIESBURG, MS 39401
0131433	20.00		PARK PINES APARTMENTS 447 HELVESTON RD HATTIESBURG, MS 39401
0131434	20.00		PIEDMONT PARK APARTMENTS 78 WISTERIA DRIVE HATTIESBURG, MS 39401
0131435	20.00	8.00	RITAS HEAVENLY CLEAN 500 EAST PINE ST. HATTIESBURG, MS 39401
0131436	20.00	5.60	RITAS HEAVENLY CLEAN 500 EAST PINE ST. HATTIESBURG, MS 39401
0131437	20.00	3.20	RITAS HEAVENLY CLEAN 500 EAST PINE ST. HATTIESBURG, MS 39401
0131438	20.00		DABBS PHOTOGRAPHY 85 ST ANDREWS HATTIESBURG, MS 39401

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Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0131439	20.00		METRO MEDICAL 5268 OLD HWY 11 STE 2 HATTIESBURG, MS 39404
0131440	20.00		COBWEBS 5360 US HWY 49 HATTIESBURG, MS 39401
0131441	20.00		SHOEMAKER PROPERTY MANAGEMENT 219 S. 40TH AVENUE, SUITE F HATTIESBURG, MS 39404
0131442	20.00		A & R FARM & GARDEN 5367 HWY 42 HATTIESBURG, MS 39401
0131443	30.00		SMARTSTYLE FAMILY HAIR SALONS #2536 6072 US HWY 98 (WAL-MART) MINNEAPOLIS, MN 55439
0131444	20.00		VOSS & ASSOCIATES, PLLC 22 MILLBRANCH ROAD SUITE 300 HATTIESBURG, MS 39404
0131446	1,360.00	163.20	SOUTHERN TRACTOR INC. 1002 BOUIE ST. HATTIESBURG, MS 39403
0131447	20.00		J ALLEN PEGUES 20 COUNTRY CLUB LANE HATTIESBURG, MS 39402
0131449	20.00		NEONATOLOGY 5003 HARDY STREET, SUITE 302 HATTIESBURG, MS 39402
0131450	48.00		GRANBERRY -HENDERSON P.A. #9 PROFESSIONAL PARKWAY HATTIESBURG, MS 39402
0131451	40.00		SHIPLEY DONUTS 2011 HARDY ST. HATTIESBURG, MS 39401
0131452	20.00		WADADA PAYDAY & TITLE LOAN CO., LLC 3700 HARDY ST., STE A2 HATTIESBURG, MS 39401
0131453	30.00		ST. MICHAEL'S URGENT CARE OF H'BURG 3700 HARDY STREET, STE 10 HATTIESBURG, MS 39401

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July 2013

Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0131454	20.00		FG SUBWAY INC 6051 HWY 49 HATTIESBURG, MS 39402
0131455	20.00		SABIN, JAMES 120 SOUTH 25TH AVE HATTIESBURG, MS 39401
0131457	40.00		COMMERCIAL BUSINESS INTERIORS, INC. 6927 U.S. HWY 49 NORTH HATTIESBURG, MS 39402
0131458	20.00		FAIRCHILD MOTORS #2 2011 WEST PINE STREET HATTIESBURG, MS 39401
0131459	40.00		SIMMONS FURNITURE CO. 1601 HARDY ST. HATTIESBURG, MS 39401
0131460	30.00		EXECUTIVE INN 6595 HWY 49 LAUREL, MS 39440
0131464	30.00		JOHN C. NELSON 406 HEMPHILL ST. HATTIESBURG, MS 39401
0131466	30.00		EDWARDS ELECTRIC SERVICE,LLC 6222 ST LOUIS STREET MERIDIAN, MS 39304
0131467	20.00		SOUTHERN AUTO CREDIT, LLC 1508 W PINE ST HATTIESBURG, MS 39401
0131468	20.00		NATIONAL MOTOR CREDIT INC 1508 W PINE ST HATTIESBURG, MS 39401
0131469	30.00	3.30	THE STUDIO, LLC 6156 HWY 98 W, STE 10 HATTIESBURG, MS 39402
0131470	30.00		ONE 80 FITNESS INC 4501 HARDY STREET SUITE 50 HATTIESBURG, MS 39402
0131471	54.00		GREEN EYE INSTITUTE, P. A. 102 E. HOSPITAL DR. HATTIESBURG, MS 39404

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Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0131472	20.00		HOOD COMPANIES, INC 623 MAIN ST. STE 300 HATTIESBURG, MS 39403
0131473	30.00		STEWART & SONS PLUMBING 202 S. GEORGE ST. PETAL, MS 39465
0131474	20.00		MARSHALL ELECTRIC 222 SIS HOPSON RD. HATTIESBURG, MS 39401
0131475	20.00	4.20	TEXTBOOK BROKERS OF SOUTHERN MISS. 2812 HARDY STREET HATTIESBURG, MS 39401
0131476	30.00		HOME STYLE RESTAURANT 96 J M TATUM INDUSTRIAL DR HATTIESBURG, MS 39401
0131478	30.00		ASTHMA & ALLERGY CLINIC-HATT., PLLC 109 MILLSAPS DRIVE, STE. C HATTIESBURG, MS 39402
0131479	20.00		BY-PASS CHECK CASHING 5346 HIGHWAY 42 HATTIESBURG, MS 39401
0131480	20.00		SCOTT SCHWARTZ, P.A. 711 HARDY ST. HATTIESBURG, MS 39403
0131481	10.00		THE SOUTHERN ICE COMPANY, LLC 3805 W 4TH ST BILOXI, MS 39531
0131482	20.00	2.20	BUYER'S CHOICE HOME INSPECTION 609 S 34TH AVE. HATTIESBURG, MS 39401
0131483	20.00		NEBLETTS FRAME OUTLET 6062 U.S. HWY 98 WEST CLINTON, MS 39060
0131484	20.00		WINDHAM SIGNS 34 STONEFIELD DRIVE PURVIS, MS 39475
0131485	20.00		THOMPSON, CHARLES 367 CHURCH ST PETAL, MS 39465

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Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0131486	20.00		MCDONALD HEATING AIR & APPL. SERV. 3915 ROCKY BRANCH RD HATTIESBURG, MS 39401
0131487	20.00		GARCIA'S USED TIRES 810 BOUIE ST HATTIESBURG, MS 39401
0131489	20.00		SCOTT BOATNER CONSTRUCTION INC. ALDER LANE LOUISVILLE, MS 39339
0131490	135.00		FINLO CONSTRUCTION CO. 1116 FINLO DR. HATTIESBURG, MS 39403
0131491	20.00		MILLER ELECTRIC COMPANY, INC. 140 OXMOOR BLVD. SUITE 160 BIRMINGHAM, AL 35209
0131492	20.00		HUB REFRIGERATION & FIXTURE CO. 4105 US HWY 11 HATTIESBURG, MS 39404
0131493	20.00		HUB REFRIGERATION & FIXTURE CO 4105 US HWY 11 HATTIESBURG, MS 39404
0131494	45.00		REDBOX AUTOMATED RETAIL LLC 1900 HARDY ST OAKBROOK TERRACE, IL 60181
0131495	45.00		REDBOX AUTOMATED RETAIL LLC 3706 HARDY ST OAKBROOK TERRACE, IL 60181
0131496	45.00		REDBOX AUTOMATED RETAIL, LLC 4050 US HWY 11 OAKBROOK TERRACE, IL 60181
0131497	45.00		REDBOX AUTOMATED RETAIL, LLC 4904 HARDY ST. OAKBROOK TERRACE, IL 60181
0131498	45.00		REDBOX AUTOMATED RETAIL LLC 5266 OLD HIGHWAY 11 OAKBROOK TERRACE, IL 60181
0131499	45.00		REDBOX AUTOMATED RETAIL LLC 7123 HWY 98 OAKBROOK TERRACE, IL 60181

PRIVILEGE LICENSE MONTHLY REPORT
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Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0131500	30.00		HAVARD'S PEST CONTROL INC. 5297 OLD HWY 11 STE 1 HATTIESBURG, MS 39403
0131501	30.00		SLEEP INN & SUITES 6603 HWY 49 NORTH HATTIESBURG, MS 39401
0131502	20.00		ECONO LODGE 6655 HWY 49 NORTH HATTIESBURG, MS 39401
0131503	30.00		MARTIN H. BAKER, JR. DDS 6504 HWY 98 STE G HATTIESBURG, MS 39404
0131504	20.00		LEAMAN'S ANTIQUES 2103 WEST PINE HATTIESBURG, MS 39404
0131505	57.00		MISSISSIPPI MUSIC INC. 222 SOUTH MAIN STREET HATTIESBURG, MS 39403
0131506	50.00		FAMILY DOLLAR STORES #3708 3814 W. 4TH ST. STE.40 CHARLOTTE, NC 28201
0131507	150.00		HANCOCK FABRICS #1122 4501 HARDY ST. STE 30 BALDWYN, MS 38824
0131508	75.00		PIER 1 IMPORTS #204 1000 TURTLE CREEK DRIVE, STE. 4 FT WORTH, TX 76161
0131509	30.00		LANSING BUILDING PRODUCTS INC 118 J M TATUM INDUSTRIAL DRIVE RICHMOND, VA 23228
0131510	20.00		EDWARD JONES 107 FAIRFIELD DR., SUITE 30 H'BURG ST. LOUIS, MO 63131
0131511	40.00		H'BURG BARGAIN CENTER , LLC 5224 HWY 42 BYPASS, SUITE 4 HATTIESBURG, MS 39401
0131512	20.00		CASH INC. 6098 US HWY 98 #6 HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
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Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0131513	20.00		LEE'S MAINTENANCE 1918 EDWARDS ST HATTIESBURG, MS 39401
0131514	45.00		MISSISSIPPI HOMECARE/HATTIESBURG 710 S. 28TH AVENUE, SUITE B H'BURG LAFAYETTE, LA 70505
0131515	54.00		PIZZA HUT #2212 1000 BROADWAY DRIVE, SUITE 10 PITTSBURG, KS 66762
0131516	20.00	2.40	HUSSMAN SERVICES CORP. 12999 SAINT CHARLES ROCK ROAD BRIDGETON, MO 63044
0131518	20.00	5.60	JUST RIGHT JANITORIAL 105 HANOVER DR. HATTIESBURG, MS 39402
0131519	20.00	3.20	JUST RIGHT JANITORIAL 105 HANOVER DR. HATTIESBURG, MS 39402
0131520	60.00		J&J PRODUCE CO INC 105 FREDRICK ST HATTIESBURG, MS 39401
0131521	20.00		HOUSE & PROPERTY CARE 707 ADELINE ST. HATTIESBURG, MS 39401
0131522	20.00		NUNEZ 416 BROAD STREET HATTIESBURG, MS 39401
0131523	20.00	2.40	RAM COMPUTER SERVICE 5910 HWY 49 STE 40 HATTIESBURG, MS 39404
0131524	20.00		SUPER 8 2 CHURCHILL DRIVE HATTIESBURG, MS 39402
0131525	30.00		BRINKLEY LAW FIRM, P.A.. 608 WEST PINE ST. HATTIESBURG, MS 39403
0131526	20.00		FORREST GENERAL HOSPITAL 6051 US. HWY 49 HATTIESBURG, MS 39402

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Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0131527	75.00		PUCKETT MACHINERY 6751 49 NORTH JACKSON, MS 39207
0131528	45.00		HEADRICK SIGN & GRAPHICS, INC. LAUREL, MS LAUREL, MS 39440
0131531	30.00		CHARLES W. MALONE, INC. 5258 HWY 42 BYPASS HATTIESBURG, MS 39403
0131532	30.00		GILDER, Q. JERRY D.D.S. 1311 SOUTH 28TH AVENUE HATTIESBURG, MS 39402
0131533	20.00		C & S AUTOMOTIVE, LLC 609 BROADWAY DR. HATTIESBURG, MS 39401
0131534	30.00		AUTO ARMATURE SERVICE INC. 200 BROADWAY DR. HATTIESBURG, MS 39401
0131535	81.00		MCDONALD'S #10694 4900 HARDY ST. HATTIESBURG, MS 39402
0131536	66.00		MCDONALD'S #1446 3111 HARDY ST. HATTIESBURG, MS 39402
0131537	78.00		MCDONALD'S #3376 811 BROADWAY DR. HATTIESBURG, MS 39402
0131538	60.00		MCDONALD'S #5111 6571 HWY 49 NORTH HATTIESBURG, MS 39402
0131539	150.00		BANCORP SOUTH 100 HARDY ST. M/D (501) TUPELO, MS 38802
0131540	30.00		BANCORP SOUTH 713 BROADWAY DR. RC#502 TUPELO, MS 38802
0131541	30.00		BANCORP SOUTH 1835 HARDY ST. EAST RC #503 TUPELO, MS 38802

PRIVILEGE LICENSE MONTHLY REPORT
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Renewed Licenses

License No.	Amount	Penalty	Owner, Name & Address of Business
0131542	30.00		BANCORP SOUTH 3101 HARDY ST. (UNIVERSITY) #512 TUPELO, MS 38802
0131543	20.00		BANCORP SOUTH 200 S. 28TH AVE. (MED CENTER) #530 TUPELO, MS 38802
0131544	30.00		BANCORP SOUTH 4650 HARDY ST.(WESTWOOD) #532 TUPELO, MS 38802
0131545	30.00		RIVER OAK DENTAL 4301 LINCOLN RD, STE 10 HATTIESBURG, MS 39402
0131546	40.00		TURNER SUPPLY COMPANY 7028A HWY 49 N HATTIESBURG, MS 39401
0131547	20.00		L. T.'S HERITAGE HOUSE 100 HILLENDALE DR. HATTIESBURG, MS 39402

City of Hattiesburg, MS

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

Master

File Number: 2013-0485

File ID:	2013-0485	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	2	**Reference:**		**In Control:**	City Council
				File Created:	08/08/2013
Brief Title:	Proofs of publication.			**Final Action:**	
				Minute Book Number:	MB2013-241

Title:
Acknowledge proofs of publication for the month of July, 2013.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Publications for July	**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:
2	City Council	08/20/2013					

Text of Legislative File 2013-0485

Title

Acknowledge proofs of publication for the month of July, 2013.

Summary

Proofs of publication

Budget Information

Expenditure Type

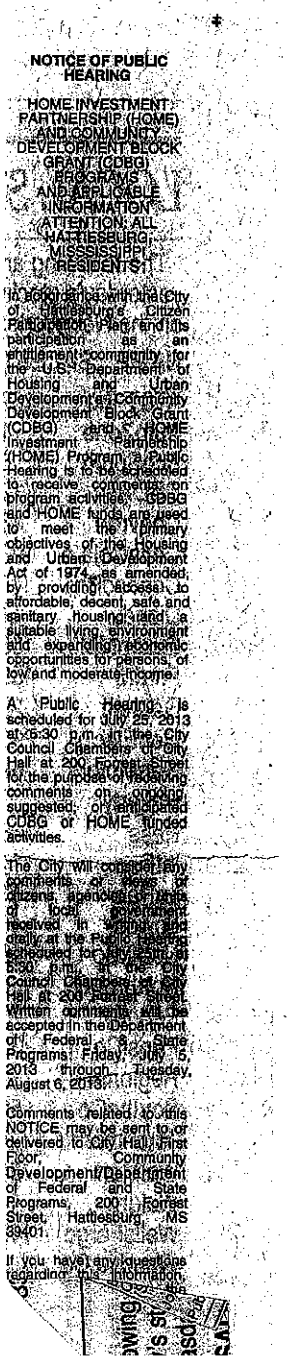
Purchasing Item

Publication Information

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200442408
NOTICE OF PUBLIC HEARING HOME INVESTME



NOTICE OF PUBLIC HEARING

HOME INVESTMENT PARTNERSHIP (HOME) AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAMS AND APPLICABLE INFORMATION

ATTENTION: ALL HATTIESBURG, MISSISSIPPI RESIDENTS!

In accordance with the City of Hattiesburg's Citizen Participation Plan, and its participation as an entitlement community for the U.S. Department of Housing and Urban Development as Community Development Block Grant (CDBG) and a HOME Investment Partnership (HOME) Program, a Public Hearing is to be scheduled to receive comments on program activities. CDBG and HOME funds are used to meet the 3 primary objectives of the Housing and Urban Development Act of 1974, as amended, by providing access to affordable, decent, safe and sanitary housing and a suitable living environment and expanding economic opportunities for persons of low and moderate income.

A Public Hearing is scheduled for July 25, 2013 at 6:30 p.m. in the City Council Chambers of City Hall at 200 Forrest Street for the purpose of receiving comments on proposed, suggested, or anticipated CDBG or HOME funded activities.

The City will consider any comments or views of citizens, agencies or units of local government received in writing and orally at the Public Hearing scheduled for July 25th at 6:30 p.m. in the City Council Chambers at City Hall at 200 Forrest Street. Written comments will be accepted in the Department of Federal & State Programs Friday, July 5, 2013 through Tuesday, August 6, 2013.

Comments related to this NOTICE may be sent to or delivered to City Hall, First Floor, Community Development/Department of Federal and State Programs, 200 Forrest Street, Hattiesburg, MS 39401.

If you have any questions regarding this information, the

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:

7/6/2013
7/6/2013
7/6/2013
7/13/2013

Size: 351 words / 1.00 col. x 98.00 lines
Published: 2 time(s)
Total: $86.47

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/13/2013.

Jennifer J. Brogdon
Notary Public

July 13, 2013
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

H12998
PASTE PROOF HERE
City of Hattiesburg
0200442410

NOTICE OF AVAILABILITY
COMMUNITY DEVELOPMENT BLOCK GRANT
MICROENTERPRISE ASSISTANCE PROGRAM FUNDS

The City of Hattiesburg, Mississippi in accordance with its 201 Action Plan (component of the 2013 – 2017 Consolidated Plan) is accepting proposals for Microenterprise Assistance awards. Eligible organizations include for-profit microenterprise organizations operating within the City limits of Hattiesburg, Mississippi. A microenterprise is defined as a business consisting of five (5) or fewer employees including the owner(s). For proposal purposes, it should be known that awards are likely to be capped at $15,000 based on funding availability.

Eligible activities include those benefiting low- to moderate-income business owners through business expansion and/or individuals by way of job creation for low- to moderate-income individuals.

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. **August 1, 2013.**

Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the words "Request for Proposals: Microenterprise 2012" which is the NAME OF THE ITEM and "**August 1, 2013**" which is the DATE OF THE BID OPENING.

The proposals should include the following at a minimum:

1. Description of the Organization to include name, address, Mississippi Secretary of State status, DUNS number, EIN number, makeup of the board if applicable, contact person and any other descriptive information available
2. Description of work performed by business
3. Recent income statements and balance sheet
4. Proposed budget and proposed use of Microenterprise funds if awarded
5. Program outcomes or benchmarks (increase in sales/contracts, jobs created, etc.) including timelines
6. Roster of current employees including names, titles, basic job descriptions, full or part-time status (and typical number of hours if part-time)
7. City of Hattiesburg's CDBG Microenterprise Application Form

Proposals that fail to include all of the information above will not be considered. Proposals selected by the committee may be required to submit certain business tax information (or personal tax information, depending on the business organization type). Failure or refusal to submit tax information as/when requested will disqualify a proposal.

Copies of the City of Hattiesburg's CDBG Microenterprise 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 2nd day of July 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH: July 6, 2013 July 13, 2013

HA-0200442410

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est County, Mississippi
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J. Brogdon

Public

before me on

, 2013

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

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:

7/5/2013
7/5/2013

Size: 352 words / 1.00 col. x 81.00 lines
Published: 1 time(s)
Total: $49.24

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/5/2013.

Jennifer J. Brogdon
Notary Public

July 5, 2013
Date

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 90911 JENNIFER J. BROGDON Commission Expires Sept. 4, 2016 FORREST COUNTY
(SEAL)

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200441320
105 Montague 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: ACC Tax Sale Properties LLC MSC 378 P. O. Box 85000 Orlando, FL 32885-0378, Kihva Lewis 411 E 5th Street Hattiesburg, MS 39401-2023, Mississippi Secretary of State P.O. Box 136 Jackson, MS 39205, Virginia Pittman 52 Golf Club Road Hattiesburg, MS 39402-7253, John Vamado Jr. 1025 28th Avenue, Apt.3 Hattiesburg, MS 39401-7153, Shirley J. Vamado 1686 James Street Hattiesburg, MS 39401-4046, and to any 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 hearing at 4:00p.m.on Monday, July 22, 2013 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 statue. 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: 27-576-2-8, 105 Montague St. and better described as LT 8 BLK 2 A MONTAGUE A A ADD, 2-028E-04-158.00, Section 04 Township 04N Range 13W

Publish: July 5, 2013
0200441320-01

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:

7/5/2013
7/5/2013

Size: 354 words / 1.00 col. x 85.00 lines
Published: 1 time(s)
Total: $49.48

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/5/2013.

Jennifer J. Brogdon
Notary Public

July 5, 2013
Date

(SEAL)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 90911 JENNIFER J. BROGDON Commission Expires Sept. 4, 2016 FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200441323
110 Julian 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: Dorothy Ferrell: No Known Address, Mississippi Secretary of State P. O. Box 136 Jackson, MS 39205; Good Green LLC; Annie Green: 613 Charles Street Hattiesburg, MS 39401; Ruth Howze 11702 Spyglass Court Fort Washington, MD 20744-4278; Thelma Williams No Known Address; Vivian Goon 11702 Spyglass Court Fort Washington, MD 20744-4278; Barbara Pruitt 103 Oak Park Blvd. Laurel, MS 39440-5339; and to any 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 hearing at 4:00p.m.on Monday, July 22, 2013 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 to be in such 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 statue. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 33-204-1-4. 110 Julian St. and better described as LT 12 BLK 1 A R FAIRLEY 3RD SUB 645/347, 12/28/90, B871 P114, 5/17/92, FAIRLEY A R, 3RD ADDITION, 2-022A-03-014.00, Section 03 Township 04N Range 13W

Publish: July 5, 2013

0200441323-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200441325
112 Edna 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: MLA Properties, LTD P.O. Drawer 527 Biloxi, MS 39533-0527, and Sarah Manaway Harris P. O. Box 17315 Hattiesburg, MS 39404, and to any 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 hearing at 4:00p.m.on Monday, July 22, 2013 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 statue. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 35-820-4-8 112 Edna St, and better described as: LT 7 BLK 4 B543 P258 8/84 BK 592 PG 51 12/02/1987 DB 773 PG 314 6/97, MCINNIS D. D. 1st ADD, 2-029I-10-281:00, Section 11 Township 04N Range 13W

Publish: July 5, 2013

0200441325-01

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:

7/5/2013
7/5/2013

Size: 323 words / 1.00 col. x 74.00 lines
Published: 1 time(s)
Total: $45.76

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/5/2013.

Jennifer J. Brogdon
Notary Public

July 5, 2013
Date

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 90911 JENNIFER J. BROGDON Commission Expires Sept. 4, 2016 FORREST COUNTY

(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:

7/5/2013
7/5/2013

Size: 376 words / 1.00 col. x 92.00 lines
Published: 1 time(s)
Total: $52.12

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/5/2013.

Jennifer J. Brogdon
Notary Public

July 5, 2013
Date

STATE OF MISSISSIPPI NOTARY PUBLIC (SEAL) ID # 90911 JENNIFER J. BROGDON Commission Expires Sept. 4, 2016 FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200441327
210 Rosa 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: Mississippi Department of Employment Security Commission 1235 Echelon Parkway, Jackson, MS 39213, Dionysus LLC Robert Smith, 41 Phillip White Road Lumberton, MS 39455, B&C Farm Company William Clay RR1 Box 63J Hwy 493 Dekalb, MS 39328, Jimmy L. Brown 520 Timothy Lane Hattiesburg, MS 39401-6348, Durrant, Inc. William E. Bennett III 2425 Old North Hills Street Meridian, MS 39303, Wes Brewer No Known Address, Debra L. Wilkerson 512 E. First St. Forest, MS. 39704-4206, Mississippi Secretary of State P. O. Box 138 Jackson, MS 39205, and to any, 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 hearing at 4:00p.m.on Monday, July 22, 2013 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 statue. 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: 39-92-6-4, 210 Rosa Ave., and better described as LT 3 BLK 6, 538/102 9/84 580/645 2/87, 718/360 9/94, BUSCHMAN J. H. SUB, 2-038B-15-217.00, Section 15 Township 04N Range 13W

Publish: July 5, 2013

0200441327-01

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:

7/5/2013
7/5/2013

Size: 405 words / 1.00 col. x 100.00 lines
Published: 1 time(s)
Total: $55.60

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/5/2013.

Jennifer J. Brogdon
Notary Public

July 5, 2013
Date

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 90911 JENNIFER J. BROGDON Commission Expires Sept. 4, 2016 FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200441332
411 Clark 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: Southeast Funding Inc. George H. Gunter 213 N. Main Street, Ste. A P.O. Box 1072 Petal, MS 39465, Mississippi Department of Employment Security Commission 1235 Echelon Parkway Jackson, MS 39213, Homecoming Financial Network Inc. No Known Address, Terry W. Cress 67 Field Stone Hattiesburg, MS 39402-9021, Rosetta Harper No Known Address, Anthony Harper No Known Address, Charles E. Strickland 419 W. 4th Street Hattiesburg, MS 39401-3636, Robert Earl Chapman, Sr. No Known Address, Robert Earl Chapman, Jr. 127 E. 7th Street Hattiesburg, MS 39401-1942, Robert Earl Chapman, Jr. 267 Gravel Line Street Hattiesburg, MS 39401-1378 and to any 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 hearing at 4:00p.m.on Monday, July 22, 2013 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 statue. 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: 26-568-1-28, 411 Clark St., and better described as 7 LESS 25FT OF W SD BLK 1 R M, MIXONB574-584, 9/86, BK 801 PG 276, 07/14/1989, B693 P691 7/93 B696 P459 9/93, 8-94 723/615, DB 727 PG 747 95, DB 772 PG 603 6/97, 2-2029C-04-017.00, Section 04 Township 04N Range13W

Publish: July 5, 2013
0200441332-01

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:

7/5/2013
7/5/2013

Size: 354 words / 1.00 col. x 85.00 lines
Published: 1 time(s)
Total: $49.48

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/5/2013.

Jennifer J. Brogdon
Notary Public

July 5, 2013
Date

(SEAL)

STATE OF MISSISSIPPI NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200441333
414 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: Merpedes Benz Credit Corporation CT Corporation System 645 Lakeland East Drive, Ste: 101, Flowood, MS 39232, Green Springs Properties, LLC P.O. Box 321 Jackson, MS 39205, Gulf South Property & Development LLC, Garry Malcom Lopez 1108 N. Main Street Hattiesburg, MS 39401, Durrant Inc. William E. Bennett III 2425 Old North Hills Street Meridian, MS 39303, Charles E. Page 1116 Ida Ave. Hattiesburg, MS 39401-7745, and to any 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 hearing at 4:00p.m.on Monday, July 22, 2013 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 statue. 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 #: 28-560-3-4, 414 W. 4th St. and better described as LT 6 BLK 3 C J MILLER ADD, MILLER C H. ADD. 2-029K-09-017.0(Section 09 Township 04N Range 13W

Publish: July 6, 2013

0200441333-01

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:

7/5/2013
7/5/2013

Size: 377 words / 1.00 col. x 90.00 lines
Published: 1 time(s)
Total: $52.24

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/5/2013.

Jennifer J. Brogdon
Notary Public

July 5, 2013
Date

(SEAL)

STATE OF MISSISSIPPI NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200441335
606 Memphis 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 39060-1177, State of Mississippi, Secretary of State P.O. Box 136 Jackson MS 39205, Mississippi Realty Tax Financing Co. LLC T. Mitchell Katom 971 Division Street Biloxi, MS 39530, Merritt 1994, Inc. George Merritt 1011 Threefoot Bldg. 601 22nd Avenue Meridian, MS 39302, Selma Patricia Fluker 913 N. 37th Avenue Hattiesburg, MS 39401-4527, and to any 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 hearing at 4:00p.m.on Monday, July 22, 2013 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 statue. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 34-444-41-3, 606 Memphis St., BEG NE COR 3 S 74FT W 26FT NW 88FT E 73FT TO BEG BLK 112, B548 P92 11/84, DB 771 PG 120 5/97, DB 814 PG 616 4/16/99, TAX FORFEITED FOR 1998 TAXES, KAMPER & WHINNERY SUB 1, 2-029G-03-343.00, Section 03 Township 04N Range 13W

Publish: July 5, 2013

0200441335-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200441336
814 Buschman 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: Green Spring Properties P.O. Box 321 Jackson, MS 39205, IT Financials Services No Known Address, Thomas and Ester Sharplin, 814 Buschman Street Hattiesburg, MS 39401 and S. 11th Ave Unit 4, Hattiesburg, MS 39401, and to any 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 hearing at 4:00p.m.on Monday, July 22, 2013 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 statue. 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: 35-282-33-5, 81 Buschman St., and bette described as NE ¼ 14 & ALL 15 & 16 BLK 47, B68 P831 1/93 HARDY SCOTT 2-029I-10-174.0 Section 10 Township 04 Range 13W

Publish: July 5, 2013
0200441336-0

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:

7/5/2013
7/5/2013

Size: 326 words / 1.00 col. x 79.00 lines
Published: 1 time(s)
Total: $46.12

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/5/2013.

Jennifer J. Brogdon
Notary Public

July 5, 2013
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

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:

7/5/2013
7/5/2013

Size: 360 words / 1.00 col. x 84.00 lines
Published: 1 time(s)
Total: $50.20

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/5/2013.

Jennifer J. Brogdon
Notary Public

July 5, 2013
Date

(SEAL)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 90911 JENNIFER J. BROGDON Commission Expires Sept. 4, 2016 FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200441346
1004 Southern 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: Mississippi Secretary of State P. O. Box 136 Jackson, MS 39205 On Point LLC Hugh M. Stephens Jr. 41 Phillip White Road Lumberton, MS 39455, S&S LLC Robert B. Smith 210 Grand Avenue Meridian, MS 39301, Long Land Investments, Inc. P. O. Box 7 Lauderdale, MS 39335, Sinecure Investments LLC MSC 410133 P. O. Box 41500 Memphis, TN 37241-5000, Avatar LLC T.M. Crisler 8060 Oakwood Dr. P. O. Box 1177 Clinton, MS 39060, and to any 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 hearing at 4:00p.m.on Monday, July 22, 2013 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 statue. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

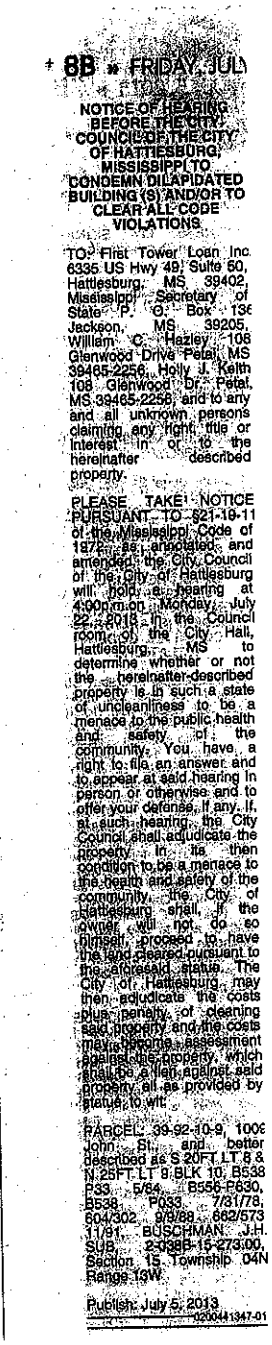
PARCEL: 38-424-1-17, 1004 Southern Ave. and better described as LT 3 BLK 2 B538 P471 5/84, JOHNSON W. A. ADD. 2-029P-10-07S-00; Section 10 Township 04N Range 13W

Publish: July 5, 2013
0200441346-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200441347
1009 John St.,



8B » FRIDAY, JUL

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: First Tower Loan Inc 6335 US Hwy 49, Suite 60, Hattiesburg, MS 39402, Mississippi Secretary of State P. O. Box 136 Jackson, MS 39205, William C. Hazley 108 Glenwood Drive Petal, MS 39465-2256, Holly J. Keith 108 Glenwood Dr. Petal, MS 39465-2256, and to any 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 amended, and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00p.m.on Monday, July 22, 2013 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 clearing said property and the costs may become a assessment against the property, which shall be a lien against said property all as provided by statute to wit:

PARCEL: 39-92-10-9, 1009 John St., and better described as S 20FT LT 8 & N 25FT LT 9 BLK 10, B538 P33 5/64, B556-P630, B538 P033 7/31/78, 604/302 9/9/88 662/573 11/91 BUSCHMAN J.H. SUB 2-03B-15-273.00, Section 15 Township 04N Range 13W

Publish: July 5, 2013
0200441347-01

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:

7/5/2013
7/5/2013

Size: 343 words / 1.00 col. x 83.00 lines
Published: 1 time(s)
Total: $48.16

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/5/2013.

Jennifer J. Brogdon
Notary Public

July 5, 2013
Date

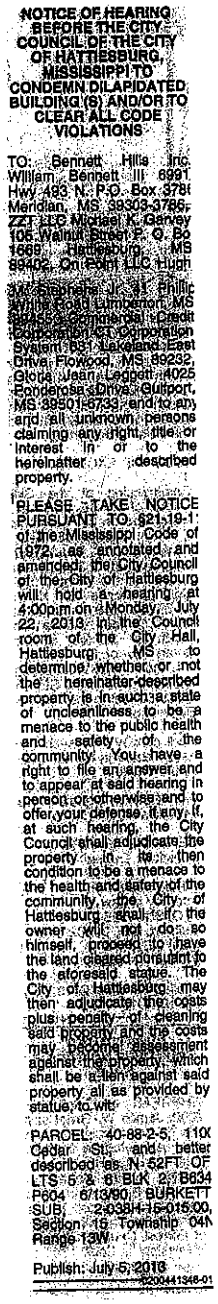
(SEAL)

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

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200441348
1100 Cedar 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: Bennett Hills Inc. William Bennett III 6991 Hwy 493 N. P.O. Box 3786 Meridian, MS 39303-3786; ZZT LLC Michael K. Garvey 106 Walnut Street P. O. Bo 1665 Hattiesburg, MS 39402; On Point LLC Hugh W. Stephens Jr. 31 Phillip White Road Lumberton, MS 39455; Ormond Jr. Credit Corporation et Corporation System 631 Lakeland East Drive, Flowood, MS 39232, Gloria Jean Leggett 4025 Ponderosa Drive Gulfport, MS 39501-6733 and to any 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 hearing at 4:00p.m.on Monday, July 22, 2013 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 fact in 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 statue. The City of Hattiesburg may then adjudicate the costs plus a 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: 40-88-2-5, 1100 Cedar St. and better described as N 52FT OF LTS 5 & 6 BLK 2 B634 P604 6/13/90 BURKETT SUB; 2-03H-15-015.00, Section 15 Township 04N Range 13W

Publish: July 5, 2013

0200441348-01

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:

7/5/2013
7/5/2013

Size: 357 words / 1.00 col. x 86.00 lines
Published: 1 time(s)
Total: $49.84

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/5/2013.

Jennifer J. Brogdon
Notary Public

July 5, 2013
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

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200441350
1401 Kinnard 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: Albert J. Evans No Known Address, Pamela Henderson 1659 N. Washburn Avenue Minneapolis, MN 55411, Vickie Evans-Nash 1659 N. Washburn Avenue Minneapolis, MN 55411, Heirs at Law of Albert J. Evans No Known Address, and to any 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 hearing at 4:00p.m.on Monday, July 22, 2013 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 statue. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become a assessment against the property, which shall be a lien against said property all as provided by statue, to wit:

PARCEL: 33-960-1-6, 140 Kinnard St., and better described as: LT 7 BLK 1 Williams & Wilson ADD. 2 029B-03-084.00; Section 03 Township 04N Range 13W

Publish: July 5, 2013

0200441350-01

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:

7/5/2013
7/5/2013

Size: 318 words / 1.00 col. x 78.00 lines
Published: 1 time(s)
Total: $45.16

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/5/2013.

Jennifer J. Brogdon
Notary Public

July 5, 2013
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

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:

7/5/2013
7/5/2013

Size: 324 words / 1.00 col. x 77.00 lines
Published: 1 time(s)
Total: $45.88

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/5/2013.

Jennifer J. Brogdon
Notary Public

July 5, 2013
Date

(SEAL)

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200441352
Short 9th 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: R.H. Hines No Known Address, Lee Harris No Known Address, Herman Harris No Know Address, Mt. Olive Church of Christ No Known Address, and to any 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 hearing at 4:00p.m.on Monday, July 22, 2013 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 statue. 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: 34-292-28-32, Short 9th St., and better described as BEG 211.5FT N & 120FT W SE COR, BLK N 86.75FT W 40FT S 85.75FT E 40 FT TO BEG BLK 41 HARDY & SCOTT, 2-029H-03-074.00, Section 03 Township 04N Range 13W

Publish: July 5, 2013
0200441352-01

PASTE

C19347
THE CITY C
020044245
Bid B Site V

ADVERTISEMENT FOR BIDS

CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI

HUB CITY TRANSIT BUS SHELTER ADA ACCESSIBILITY PROJECT

BID PACKAGE B - SITE WORK AND INSTALL BUS SHELTERS

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 **Thureday, July 25, 2013** for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. All bids so received will be publically opened and read aloud.

Work consists of the following:

1. **Base Bid:**

Perform site work and install new bus shelter and site amenities for four (4) bus stop locations designated on the plans and as directed by the engineer. The work will generally consist of clearing, grading, concrete pads, concrete sidewalks, ADA compliant sidewalk ramps and curb cuts, asphalt pavement repair, pavement striping, traffic control, and installing bus shelters, benches, bicycle racks and trash receptacles, and other related items. This contact does not include the purchase of Bus Shelters and Amenities. The fabrication and delivery of the shelters and amenities to a City of Hattiesburg storage facility are being purchased under a separately let contract by the City of Hattiesburg.

Sites included under the Base Bid are:

Site 1 - McLeod Street at Fire Station: Site work, install bus shelter and amenities.
Site 2 - Hardy Street at Public Library: Site work, install bus shelter and amenities.
Site 3 - Hardy Street at Kamper Park: Site work, install bus shelter and amenities.
Site 4 - S 28th Avenue at Forrest General: Site work, install bus shelter and amenities.

2. **Alternate Bid Items:**

If at the direction of the City of Hattiesburg to initiate alternate bid items, perform site work and install new bus shelter and site amenities for additional bus stop locations (up to two) designated on the plans and as directed by the engineer. The work will generally consist of clearing, grading, concrete pads, concrete sidewalks, ADA compliant sidewalk ramps and curb cuts, asphalt pavement repair, pavement striping, and traffic control, and installing bus shelters, benches, bicycle racks and trash receptacles, and other related items. This contact does not include the purchase of Bus Shelters and Amenities. The fabrication and delivery of the shelters and amenities to a City of Hattiesburg storage facility are being purchased under a separately let contract by the City of Hattiesburg.

Sites included under the Alternate Bid Items are:
(Alt Bid 1) Site 5 - Country Club Rd at Pineview Apts: Site work, install bus shelter and amenities.
(Alt Bid 2) Site 6 - Walmart off US Hwy 98: Site work, install bus shelter and amenities.

The contract time is 75 consecutive calendar days.

The above outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to herein.

Bidders can download a copy of the Contract Documents including construction drawings for free by sending an email request to the contact below. This contact will in turn provide the Bidder access to the dedicated web address where the Contract Documents can be downloaded. Any future addendums will be located in the same location. Or if the Bidder so chooses, hardcopies of the Contract Documents may be procured upon payment of a non-refundable Plan Deposit of $100.00 per set, including priority delivery, made out to CDM Smith Inc. The Contract documents will be delivered via priority delivery upon receipt of the Plan Deposit.

To electronically download documents, send a written email request to:

Stuart Healy, PE
Project Manager
CDM Smith Inc.
421 Wando Park Boulevard, Suite 210
Mt. Pleasant, SC 29464
(843) 972-4546
healysf@cdmsmith.com

The City of Hattiesburg hereby notifies all bidders that it will affirmatively insure that any contract to the disadvantaged women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

The 2004 Edition of the Mississippi Standard Specifications for Roads and Bridge Construction, adopted by the Mississippi Department of Transportation, as referred to herein, may be purchased from the Mississippi Department of Transportation.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Hattiesburg as a bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a performance and payment bond in the amount of 100 percent (100%) of the contract amount. Both bonds shall be signed or countersigned by a Mississippi Resident Agent.

The proposal and contract documents in its entirety shall be submitted in an opaque sealed envelope, plainly marked on the outside with the information below, addressed and delivered to City Clerk, City of Hattiesburg, 200 Forrest Street, Hattiesburg, MS prior to the hour and date assigned above. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the City.

Sealed Bid envelope format:

(Upper-Left Hand Corner)

Bidder's Name
Bidder's Address

To: City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

(Lower Left Hand Corner)

Bid for Construction of:
HUB CITY TRANSIT BUS SHELTER ADA ACCESSIBILITY PROJECT
BID PACKAGE B - SITE WORK AND INSTALL SHELTERS

The City of Hattiesburg reserves the right to reject any or all proposals, to wave technicalities or irregularities, or to advertise for new proposals, and the decision of the City of Hattiesburg to reject any bid or proposal shall not be cause for any liability or damages against the City of Hattiesburg, any officers or employees.

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 75 consecutive calendar days. The bidder must also agree to pay as liquidate damages the sum specified in the Standard Specifications per day for each calendar day after the 75 calendar days that work is not completed.

Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Constriction, 2004", together with all

JBLICATION
MISSISSIPPI
OUNTY

THE CITY OF HATTIESBURG
Johnny L. DuPree, PhD,
MAYOR

July 8 and 15, 2013
0200442452-01

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

ANN MIDDEKE

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

7/8/2013
7/15/2013

Size: 1,368 words / 1.00 col. x 340.00 lines
Published: 2 time(s)
Total: $312.96

Signed Ann Middeke
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 7/15/2013.

Rick Tyler
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

PROOF OF PUBLICATION
E STATE OF MISSISSIPPI
HINDS COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

ANN MIDDEKE

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

7/8/2013
7/15/2013

Size: 1,002 words / 1.00 col. x 248.00 lines
Published: 2 time(s)
Total: $232.44

Signed Ann Middeke
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 7/15/2013.

Rick Tyler
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

PASTE

C19347
THE CITY
020044245
Bid A Shelt

Work consists of the following:

1. Base Bid:

Engineer, fabricate, and deliver four (4) new bus shelters packages to the City of Hattiesburg for future installation by the City. A bus shelter package includes a bus shelter, bench, bicycle rack and trash receptacle.

2. Alternate Bid Items:

At the direction of the City of Hattiesburg, engineer, fabricate, and deliver up to six (6) additional bus shelter packages to the City of Hattiesburg for future installation by the City. A bus shelter package includes a bus shelter, bench, bicycle rack and trash receptacle.

It is the City's intention to provide the Contactor in advance of fabrication the final amount of bus shelter packages to be delivered under this contract.

The contract time is 60 consecutive calendar days.

The above outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications referred to herein.

Bidders can download a copy of the Contract Documents for free by sending an email request to the contact below. This contact will in turn provide the Bidder access to the dedicated web address where the Contract Documents can be downloaded. Any future addendums will be located in the same location. Or if the Bidder so chooses, to procured upon payment of a non-refundable Plan Deposit of $100.00 per set, including priority delivery, made out to *CDM Smith Inc.* The Contract documents will be delivered via priority delivery upon receipt of the Plan Deposit.

To electronically download documents, send a written email request to:

Stuart Healy, PE
Project Manager
CDM Smith Inc.
421 Wando Park Boulevard,
Suite 210
Mt. Pleasant, SC 29464
(843) 972-4546
healysf@cdmsmith.com

The City of Hattiesburg hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company, licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Hattiesburg as a bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a performance and payment bond in the amount of 100 percent (100%) of the contract amount. Both bonds shall be signed or countersigned by a Mississippi Resident Agent.

The proposal and contract documents in its entirety shall be submitted in an opaque sealed envelope, plainly marked on the outside with the information below, addressed, and delivered to City Clerk, City of Hattiesburg, 200 Forrest Street, Hattiesburg, MS prior to the hour and date assigned above. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the City.

Sealed Bid envelope format:

(Upper Left Hand Corner)

Bidder's Name
Bidder's Address

To: City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

(Lower Left Hand Corner)

Bid for Construction of:
HUB CITY TRANSIT BUS SHELTER ADA ACCESSIBILITY PROJECT
BID PACKAGE A - FURNISH BUS SHELTERS

The City of Hattiesburg reserves the right to reject any, or all, proposals, to waive technicalities, or irregularities, or to advertise for new proposals, and the decision of the City of Hattiesburg to reject any bid or proposal shall not be cause for any liability or damages against the City of Hattiesburg, any officers or employees.

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete within 60 consecutive calendar days. The bidder must also agree to pay as liquidate damages the sum specified in the Standard Specifications per day for each calendar day after the 60 calendar days that work is not completed.

This the 2nd day of July, 2013.

THE CITY OF HATTIESBURG
Johnny L. DuPree, PhD
MAYOR

July 8 and 15, 2013
0200442453-01

ADVERTISEMENT FOR BIDS

CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI

HUB CITY TRANSIT BUS SHELTER ADA ACCESSIBILITY PROJECT BID PACKAGE A - FURNISH BUS SHELTERS

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, July 25, 2013** for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. All bids so received will be publically opened and read aloud.

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

PASTE PF R

C19347
THE CITY OF H
0200441082
Downtown Impr

ADVERTISEMENT FOR BIDS

DOWNTOWN IMPROVEMENTS - PHASE 1

CITY OF HATTIESBURG, MISSISSIPPI

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **July 25, 2013** for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of constructing a roundabout at the intersection of West Pine Street, Hardy Street, and Front Street; a mini roundabout at the intersection of East Hardy Street and Williams Street; wayfinding signs; on street parking striping; two way traffic conversion and striping; removal of existing traffic signals; and new traffic signals at the Main Street/West Pine Street and Main Street/Front Street intersections and roadway sealing.

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 labor, equipment and materials required by the specifications and the drawings referred to therein.

Contract time shall be 150 consecutive calendar days from the effective date shown in the Notice to Proceed to complete the work. Liquidated damages will be assessed in the amount of **seven hundred and fifty dollars ($750)** per day for each consecutive calendar day beyond the specified contract time.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Each Bidder must submit with his proposal a separate attachment stating his qualifications to perform the work. The Statement of Qualifications shall list past projects of similar size and nature; a list of references with name and telephone number, a list of key personnel who will perform the work, and other information supporting the bidder's qualifications.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed, state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement if requested by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Copies of the Instructions to Bidders, Bid Forms, Contract Drawings and Contract Specifications (with the exception of the Mississippi Standard Specifications for Road and Bridge Construction) may be procured at the office of the Engineer, Neel-Schaffer located at 704 Hardy Street, Hattiesburg, Mississippi 39401 between the hours of 8:00 A.M. and 5:00 P.M., Local Time, Monday through Friday, upon payment of $250.00 for each set which will not be refunded. Checks are to be made payable to the Engineer.

Mississippi Standard Specifications for Road and Bridge Construction, 2004 Edition as referred to herein, may be purchased from the Mississippi Department of Transportation.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401. Phone No. (601) 545-1565, Fax No (601) 545-2267. William F (Billy) Watts, P.E., P.L.S. Project Engineer

The Owner reserves the right to reject any and all bids, and to waive any informalities or irregularities therein.

BY: Eddie R Myers/s/ Eddie Myers, City Clerk City of Hattiesburg, Mississippi

DATES OF PUBLICATION: June 24, 2013 July 1, 2013

0200441082-01

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

ANN MIDDEKE

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

6/24/2013
7/1/2013

Size: 859 words / 1.00 col. x 218.00 lines
Published: 2 time(s)
Total: $200.98

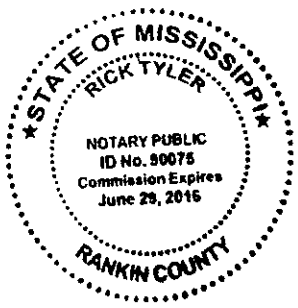
Signed Ann Middeke
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 7/1/2013.

Rick Tyler
Notary Public
RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru Notary Public Underwriters

(SEAL)



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
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:

7/19/2013
7/19/2013
7/19/2013

Size: 815 words / 1.00 col. x 201.00 lines
Published: 1 time(s)
Total: $105.05

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/19/2013.

Jennifer J. Brogdon
Notary Public

July 19, 2013
Date

(SEAL)

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200443300
Charles Bourland Hearing

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Charles Bourland, on behalf of William Carey University, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classifications of certain properties located at (Parcels 154-1040-4 and 185D-1013-52, PPINs 027450 and 031781, respectively; Ward 6) from (PPIN 027450) A-1 (General Agriculture District) and (PPIN 031781) A-2 (Agricultural Residential District) to R-2 Two-Family Residential, and to grant a use permit as detailed in Article 4, Section 55.03 (6), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review. Said properties being more particularly described as follows, to-wit:

PPIN 027450

Commence at a found 1/2 inch iron pipe marking the Southwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 22, Township 4 North, Range 13 West, Forrest County, Mississippi; and run North zero (00) degrees, twenty seven (27) minutes, five (05) seconds West for 789.72 feet;

Thence run South eighty-nine (89) degrees, fifty-two (52) minutes, thirty-two (32) seconds East for 1,326.99 feet to a point on the centerline of the vacated right-of-way of the undeveloped Fenton Road, said point being the Point of Beginning;

Thence run Northwesterly along the arc of a curve to the left and along said centerline for 454.55 feet, said arc having a radius of 1275.24 feet and chord bearing North twenty-two (22) degrees, sixteen (16) minutes, nine (09) seconds West for 452.13 feet;

Thence run North seventy-five (75) degrees, fifty-seven (57) minutes, twenty-eight (28) seconds East for 1235.21 feet;

Thence run South zero (00) degrees, twenty (20) minutes, twenty-three (23) seconds East for 720.37 feet;

Thence run North eighty-nine (89) degrees, fifty-two (52) minutes, thirty-two (32) seconds West for 1,031.23 feet back to the Point of Beginning.

Said parcel is part of the Northwest 1/4 of Section 22, Township 4 North, Range 13 West, Hattiesburg, 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,

DEONDRA MAGEE

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:

7/31/2013
7/31/2013
7/31/2013

Size: 478 words / 1.00 col. x 120.00 lines
Published: 1 time(s)
Total: $64.61

Signed Deondra Magee
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/31/2013.

Jennifer J. Brogdon
Notary Public

July 31, 2013
Date

STATE OF MISSISSIPPI NOTARIAL SEAL PUBLIC ID # 90911 JENNIFER J. BROGDON Commission Expires Sept. 4, 2016 FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200444045
Motor Vehicle Public Notice

PUBLIC NOTICE AND ORDER OF MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, ADOPTING A MOTOR VEHICLE ASSESSMENT SCHEDULE FOR THE CITY OF HATTIESBURG, MISSISSIPPI, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014

WHEREAS, the Mayor and Council of the City of Hattiesburg, Mississippi, have received from the Mississippi Department of Revenue notice of the adoption of the Motor Vehicle Assessment Schedule by said department for the fiscal year 2013-14; and

WHEREAS, the hard copy schedule of assessments by property code is no longer produced and the assessment schedule for passengers vehicles and lights trucks is produced only on the computer system of the county tax collector and is the schedule that is subject for adoption; and

WHEREAS, the Mayor and Council of said City desire to adopt the same for the City of Hattiesburg in assessing and collecting ad valorem taxes on motor vehicles for the ensuing year.

IT IS THEREFORE HEREBY ORDERED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, AS FOLLOWS:

The Motor Vehicle Assessment Schedule for the fiscal year 2013-14, adopted by the Mississippi Department of Revenue under the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, as amended by Laws of 1960, being Section 27-51-21, Mississippi Code of 1972, Annotated, is hereby adopted as the Motor Vehicle Assessment Schedule for the City of Hattiesburg, MS, for the fiscal year beginning October 01, 2013 and ending September 30, 2014.

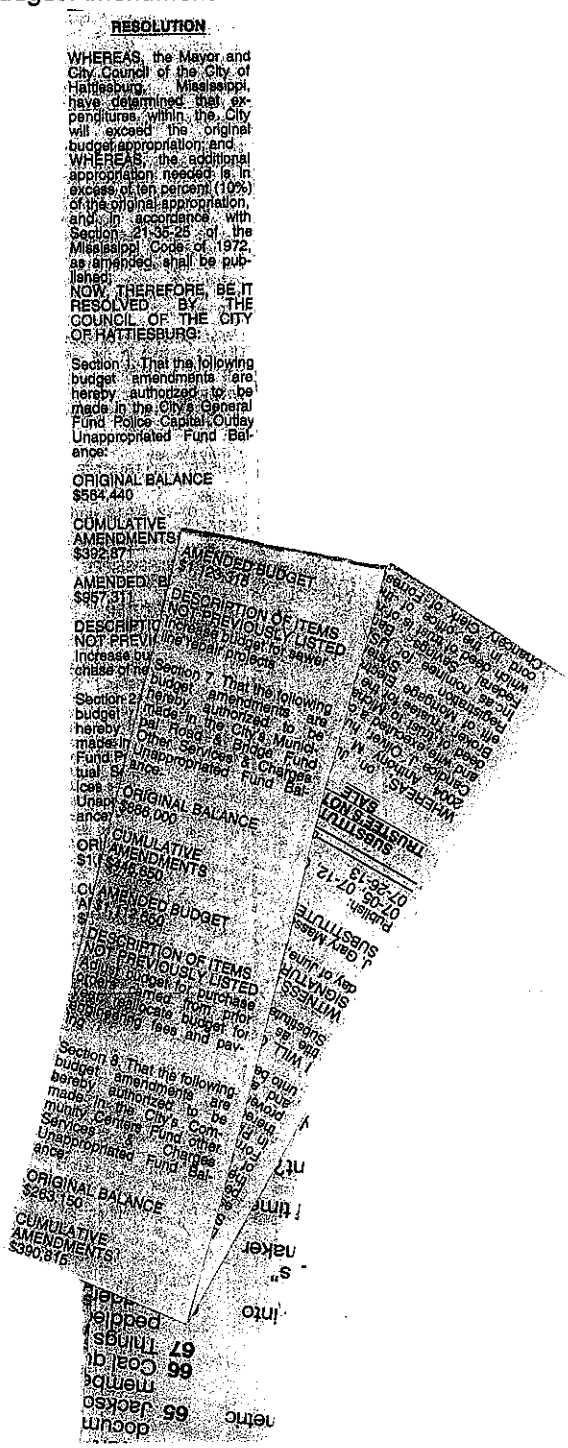
A public hearing of the Mayor and Council of the City of Hattiesburg will be held in the City Hall located 200 Forrest Street in said City at 4:00 August 19, 2013, for the purpose of hearing and taking action on any complaint or objection filed in writing objection to and petitioning for a special reduction of any portion of said motor vehicle assessment schedule affecting the complainant directly. Said motor vehicle assessment schedule is open for public inspection and examination in the Office of the Forrest and Lamar County Tax Collectors until the date and time of said hearing.

This order is entered, and the Clerk of the City of Hattiesburg, Mississippi, shall have published in a newspaper, published and having a general circulation in the City of Hattiesburg, a certified copy hereof, pursuant to and as NOTICE under the provisions of the

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200442074
Budget Amendment



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 Police Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE
$564,440

CUMULATIVE AMENDMENTS
$392,871

AMENDED BUDGET
$957,311

DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
Increase budget for sewer line repair projects

Section 7. That the following budget amendments are hereby authorized to be made in the City's Municipal Road & Bridge Fund Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE
$886,000

CUMULATIVE AMENDMENTS
$346,850

AMENDED BUDGET
$1,112,850

DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
Adjust budget for purchase orders carried from prior years reallocate budget for engineering fees and paving

Section 8. That the following budget amendments are hereby authorized to be made in the City's Community Centers Fund other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE
$263,150

CUMULATIVE AMENDMENTS
$390,815

AMENDED BUDGET
$1,123,318

DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
Increase budget for sewer line repair projects

Section 7. That the following budget amendments are hereby authorized to be made in the City's Municipal Road & Bridge Fund Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE
$886,000

CUMULATIVE AMENDMENTS
$346,850

AMENDED BUDGET
$1,112,850

DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
Adjust budget for purchase orders carried from prior years reallocate budget for engineering fees and paving

Section 8. That the following budget amendments are hereby authorized to be made in the City's Community Centers Fund other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE
$263,150

CUMULATIVE AMENDMENTS
$390,815

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:

7/5/2013
7/5/2013
7/5/2013

Size: 1,004 words / 1.00 col. x 283.00 lines
Published: 1 time(s)
Total: $127.73

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/5/2013.

Jennifer J. Brogdon
Notary Public

July 5, 2013
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

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:

7/19/2013
7/19/2013
7/19/2013

Size: 585 words / 1.00 col. x 132.00 lines
Published: 1 time(s)
Total: $77.45

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/19/2013.

Jennifer J. Brogdon
Notary Public

July 19, 2013
Date

(SEAL)

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200443299
Rick Malone Hearing

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Rick Malone, Petitioner and Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, to request a front yard setback variance of ten (10) feet of the requirements of Article 3, Section 59.04 (1) and Article 3, Section 60.04 (1) of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, for certain properties located at 3803 and 3807 West 7th Street (Parcels 11-101C-12 and 11-101C-A, PPINs 026337 and 033255, Ward 1), said property being more particularly described as follows, to-wit:

Parcel No. One:
A part of the NW1/4 of the SW1/4 of Section 6, Township 2 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as commencing at the SW Corner of the said NW1/4 of the SW1/4 and thence run East along the South line of said Forty for 594.74 feet to and for the Point of Beginning, thence continue East along the South line of said Forty for 67 feet, thence run N 28 degrees 55' E for 23.9 feet to the South ROW line of the Illinois Central Gulf Railroad, thence run N 76 degrees 30' W along the South ROW line of said Railroad for 89 feet, thence run S 16 degrees 30' W for 38 feet for the Point of Beginning, and comprising 0.05 acres, more or less.

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

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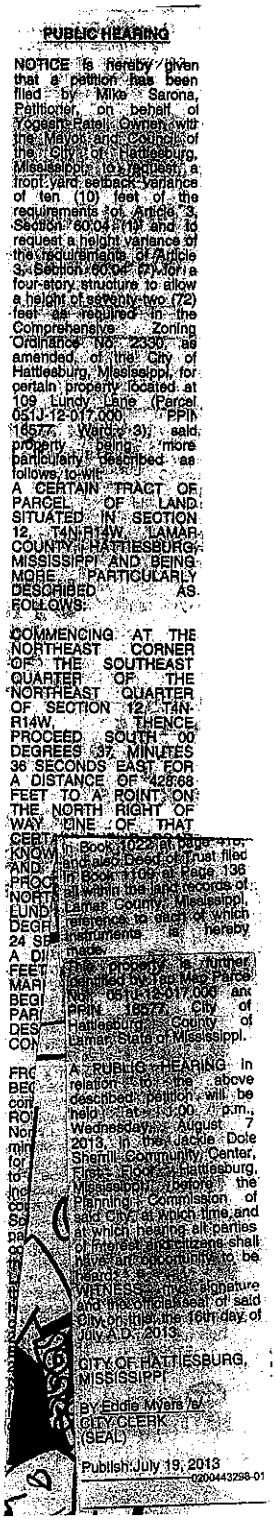
H12998
CITY OF HBURG,
0200443298
Mike Sarona Hearing



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Mike Sarona, Petitioner, on behalf of Yogesh Patel, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, to request a front yard setback variance of ten (10) feet of the requirements of Article 3, Section 60.04 (1) and to request a height variance of the requirements of Article 3, Section 60.04 (7) for a four-story structure to allow a height of seventy-two (72) feet as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, for certain property located at 109 Lundy Lane (Parcel 051J-12-017.000, PPIN 16577, Ward 3); said property being more particularly described as follows, to-wit:

A CERTAIN TRACT OF PARCEL OF LAND SITUATED IN SECTION 12, T4N-R14W, LAMAR COUNTY, HATTIESBURG, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, T4N-R14W, THENCE PROCEED SOUTH 00 DEGREES 37 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 428.68 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THAT CERT[illegible] KNOW[illegible] AND [illegible] PROC[illegible] NORT[illegible] LUND[illegible] DEGR[illegible] 24 SE[illegible] A DI[illegible] FEET [illegible] MAR[illegible] BEGI[illegible] PAR[illegible] DES[illegible] CON[illegible]

[illegible] in Book 1022 at page 416, and also Deed of Trust filed in Book 1109 at Page 136 all within the land records of Lamar County, Mississippi, reference to each of which instruments is hereby made.

The property is further identified by Tap Map Parcel No. 051J-12-017.000 and PPIN 16577, City of Hattiesburg, County of Lamar, State of Mississippi.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, August 7 2013, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this the 16th day of July A.D., 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY Eddie Myers /s/
CITY CLERK
(SEAL)

Publish July 19, 2013
0200443298-01

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:

7/19/2013
7/19/2013
7/19/2013

Size: 779 words / 1.00 col. x 193.00 lines
Published: 1 time(s)
Total: $100.73

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/19/2013.

Jennifer J. Brogdon
Notary Public

July 19, 2013
Date

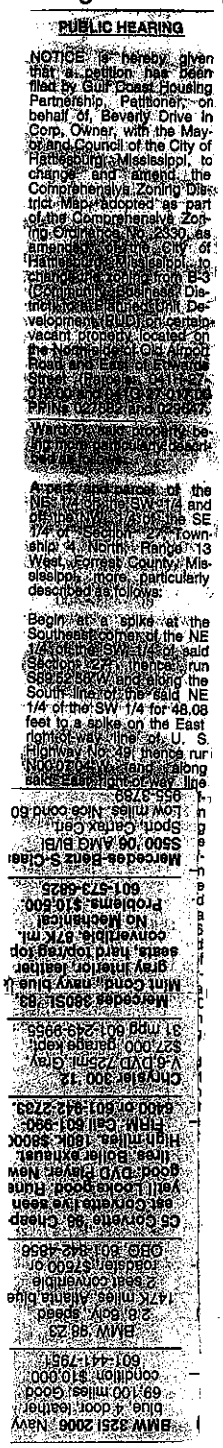
(SEAL)

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

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200443297
Gulf Coast Housing Partnership Hearing



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Gulf Coast Housing Partnership, Petitioner, on behalf of, Beverly Drive In Corp, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, to change and amend the Comprehensive Zoning District Map adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning from B-3 (Community Business District) to a Planned Unit Development (PUD) on certain vacant property located on the Northside of Old Airport Road and East of Edwards Street (Parcels 041R-27-012.00 and 041G-27-017.00 PPINs 027582 and 029647).

Ward 5, said property being more particularly described as follows:

A part and parcel of the NE 1/4 of the SW 1/4 and of the NW 1/4 of the SE 1/4 of Section 27, Township 4, North Range 13 West, Forrest County, Mississippi, more particularly described as follows:

Begin at a spike at the Southeast corner of the NE 1/4 of the SW 1/4 of said Section 27, thence run S89°52'58"W and along the South line of the said NE 1/4 of the SW 1/4 for 48.08 feet to a spike on the East right-of-way line of U. S. Highway No. 49, thence run N00°07'04"W and along said East right-of-way line

BMW 325I 2006 Navy blue, 4 door, leather, 69,100 miles. Good condition. $10,000. 601-441-7951

BMW 98 Z3 2.8, 6 cly, speed 147K miles. Atlanta blue 2 seat convertible roadster. $7500 or OBO. 601-942-4856

C5 Corvette '96. Cheapest Corvette I've seen yet!! Looks good. Runs good. DVD Player. New tires. Boiler exhaust. High miles. 180K. $8000 FIRM. Call 601-990-6400 or 601-942-2733.

Chrysler 300 '12 V-6 DVD 725mi. Gray, $27,000 garage kept, 31 mpg 601-249-9955.

Mercedes 380SL '83. Mint Cond., navy blue & gray interior, leather seats, hard top/rag top convertible. 87K mi. No Mechanical Problems. $10,500. 601-573-6825

Mercedes-Benz S-Class S500 '06 AMG B/Bl Sport, Carrex Cert. Low miles. Nice cond 60 955-3789

Mercedes-Benz S-Class S500 '06 AMG B/Bl Sport, Carrex Cert. Low miles. Nice cond 60 955-3789

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:

7/19/2013
7/19/2013
7/19/2013

Size: 627 words / 1.00 col. x 140.00 lines
Published: 1 time(s)
Total: $82.49

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/19/2013.

Jennifer J. Brogdon
Notary Public

July 19, 2013
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

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200442400
BID PACKAGE B - SITE WORK AND INSTALL
BU



ADVERTISEMENT FOR BIDS
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI
HUB CITY TRANSIT BUS SHELTER ADA ACCESSIBILITY PROJECT
BID PACKAGE B - SITE WORK AND INSTALL BUS SHELTERS

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, July 25, 2013 for furnishing all labor, equipment, materials, supplies, and incidentals required for the construction of the following: Site work, shelter and amenities at the Walmart location, Site work, shelter and amenities at the Forrest General location.

The contract time is 75 consecutive calendar days.

The above outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to herein.

Bidders can download a copy of the Contract Documents, including construction drawings, for free by sending an email request to the contact below. This contact will in turn provide the Bidder access to the dedicated web address where the Contract Documents can be downloaded. Any addendums will be located in the same location. Or if the Bidder so chooses, hardcopies of the Contract Documents may be procured upon payment of a non-refundable Plan Deposit of $100.00 per set, including priority delivery, made out to CDM Smith Inc. The Contract Documents will be delivered via Priority delivery upon receipt of the Plan Deposit.

To electronically download documents, send a written email request to:

Stuart Henry PE
Project Manager
CDM Smith Inc
3421 Wando Park Boulevard
Suite 300
Mt. Pleasant, SC 29464
(843) 971-2440
HenryS@cdmsmith.com

The City of Hattiesburg hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement disadvantaged women's business enterprises will be afforded full opportunity to submit bids in response to this

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:

7/6/2013
7/6/2013
7/13/2013

Size: 1,339 words / 1.00 col. x 338.00 lines
Published: 2 time(s)
Total: $303.58

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/13/2013.

Jennifer J. Brogdon
Notary Public

July 13, 2013
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

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:

7/6/2013
7/6/2013
7/13/2013

Size: 997 words / 1.00 col. x 238.00 lines
Published: 2 time(s)
Total: $228.34

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/13/2013.

Jennifer J. Brogdon
Notary Public

July 13, 2013
Date

(SEAL)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 90911 JENNIFER J. BROGDON Commission Expires Sept. 4, 2016 FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200442396
BID PACKAGE A - FURNISH BUS SHELTERS

ADVERTISEMENT FOR BIDS

CITY OF HATTIESBURG
FORREST COUNTY,
MISSISSIPPI

HUB CITY TRANSIT BUS SHELTER ADA ACCESSIBILITY PROJECT
BID PACKAGE A:
FURNISH BUS SHELTERS

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, July 25, 2013 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. All bids so received will be publically opened and read aloud.

Work consists of the following:

1. Base Bid:

Engineer, fabricate, and deliver four (4) new bus shelters packages to the City of Hattiesburg for future installation by the City. A bus shelter package includes a bus shelter, bench, bicycle rack and trash receptacle.

2. Alternate Bid Items:

At the direction of the City of Hattiesburg's engineer, fabricate, and deliver up to six (6) additional bus shelters packages to the City of Hattiesburg. A bus shelter package includes a bus shelter, bench, bicycle rack and trash receptacle.

Bidders shall submit a bid bond in the amount of five percent (5%) of the total price payable to the City of Hattiesburg as a guaranty that Bidders shall enter into the Contract and give the performance and payment bonds with sureties as hereinafter provided, if required by the City. The successful bidder will be required to furnish a performance and payment bond in the amount of 100 percent (100%) of the contract amount. Both bonds shall be signed or countersigned by a Mississippi Resident Agent.

The proposal and contract documents in its entirety shall be submitted in an opaque sealed envelope, plainly marked on the outside with the information below, addressed and delivered to City Clerk, City of Hattiesburg, 200 Forrest Street, Hattiesburg, MS prior to the hour and date as signed above. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the City.

Sealed Bid envelope format:

(Upper Left Hand Corner)

Bidder's Name
Bidder's Address

To: City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

City of Hattiesburg, MS

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

Master

File Number: 2013-0489

File ID:	2013-0489	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	08/09/2013
Brief Title:	Sale of grave spaces			**Final Action:**	
				Minute Book Number:	MB2013-241

Title:
Approve sale of grave spaces per attached memo.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Grave MEMO List 8-6-13, Grave Receipts 8-6-13, Cemetery Deeds 8-6-13, executed Cemetery Deeds 8-6-13	**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	08/20/2013					

Text of Legislative File 2013-0489

Title

Approve sale of grave spaces per attached memo.

Summary

sale of grave spaces.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

TO: CITY COUNCIL

FROM: Robert Harvey, General Manager of Cemeteries

DATE: August 20, 2013

RE: Grave Sells

The following represents the grave space sells from July 9, 2013 through August 7, 2013:

Neil and Anna Darby
(4) spaces $700.00
West Half (W1/2)
Lot 97, Section 37, Highland Cemetery

Janie Lewis
(1) space $175.00
South Half (S1/2) of the Northeast Quarter (NE1/4)
Lot 6, Section 33, Highland Cemetery

Janet Edwards
(2) spaces $350.00
Northeast Quarter (NE1/4)
Lot 71, Section 35, Highland Cemetery

Jafus Jones, Sr
(1) space $175.00
South Half (S1/2) of the Southeast Quarter (SE1/4)
Lot 84, Section 36, Highland Cemetery

Henry Dill, Jr
(1) space $175.00
South Half (S1/2) of the Southwest Quarter (SW1/4)
Lot 66, Section 36, Highland Cemetery

Mary Frances Dobbs
(1) space $175.00
North Half (N1/2) of the Southeast Quarter (SE1/4)
Lot 44, Section 27, Highland Cemetery

Juanita L Stoutamire
(2) spacaes $350.00
Southeast Quarter (SE1/4)
Lot 44, Section 35, Highland Cemetery

Eunice Regina Russell
(2) spaces $350.00
Northwest Quarter (NW1/4)
Lot 32, Section 25, Highland Cemetery

Charles Newsome
(1) space $175.00
South Half (S1/2) of the Southwest Quarter (SW1/4)
Lot 71, Section 37, Highland Cemetery

Patsy C Hammett
(3) spaces $525.00
South Half (S1/2) of the Northwest Quarter (NW1/4) and
Southwest Quarter (SW1/4)
Lot 82, Section 36, Highland Cemetery

William Fredrick Pickett
(1) space $175.00
South Half (S1/2) of the Southeast Quarter (SE1/4)
Lot 112, Section 37, Highland Cemetery

Lisa M Benson
(2) spaces $350.00
Northeast Quarter (NE1/4)
Lot 42, Section 30, Highland Cemetery

Eloise T Phillips
(1) space $175.00
South Half (S1/2) of the Southeast Quarter (SE1/4)
Lot 43, Section 34, Highland Cemetery

DeEster Burkett
(1) space $150.00
East Half (E1/2) of the Northwest Quarter (NW1/4)
Lot 134, Section 1, South Hill Cemetery

William Roscoe McDonald, Sr
(1) space $150.00
West Half (W1/2) of the Northeast Quarter (NE1/4)
Lot 122, Section 1, South Hill Cemetery

mail to:
86 E Lakeview Dr
Columbia, MS 39429

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 7-9-2013

SOLD TO:

Mr. Mrs. Miss Neil and Anna Darby

ADDRESS 108 Mary Circle Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

W ½ ___ ¼ Lot No. 97 Section No. 37 in Highland Cemetery

Number of grave spaces 4 Price per grave space $ 175.00

Price Received $ 700.00

check 3561

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 7-22-2013

SOLD TO:

Mr. Mrs. Miss Janie Lewis

ADDRESS 622 New Orleans St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NE ¼ Lot No. 6 Section No. 33 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

check 10441

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 7-23-2013

SOLD TO:

Mr. Mrs. Miss Janet Edwards

ADDRESS 316 S 36th Ave Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

___ ½ NE ¼ Lot No. 71 Section No. 35 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

check 6522

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 7-24- 2013

SOLD TO:

~~Mr. Mrs. Miss~~ Jafus Jones, Sr 7-24-13

ADDRESS 146 Millpond Drive Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SE ¼ Lot No. 84 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

check 194

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hunter

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 7-26- 2013

SOLD TO:

~~Mr. Mrs. Miss~~ Henry Dill, Jr

ADDRESS 5752 Hwy 49 Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SW ¼ Lot No. 66 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

check 6200

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hunter

Supt. of City Cemeteries

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mail to: 402 E Ivy St
Ellisville, MS
39437

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 7-26- 2013

SOLD TO:

~~Mr. Mrs. Miss~~ Mary Frances Dabbs

ADDRESS 3200 Brookwood Drive Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ SE ¼ Lot No. 44 Section No. 27 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

donation cash

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hunter

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 7-30- 2013

SOLD TO:

~~Mr.. Mrs. Miss~~ Juanita L Stoutamire

ADDRESS 18 Serene Hills Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

— ½ SE ¼ Lot No. 44 Section No. 35 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

check 4614

CITY OF HATTIESBURG, MISSISSIPPI

By Marilyn K Hinton
Supt. of City Cemeteries

Mail to K. A. Cox
12520 Colinwood Cr.
Laurinburg N.C. 28352

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 8-1- 2013

SOLD TO:

Mr.. Mrs. Miss Eunice Regina Russell

ADDRESS 108 Meadowbrook Dr. Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

— ½ NW ¼ Lot No. 32 Section No. 25 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ $175.00

Price Received $ $350.00

Check # 2941

CITY OF HATTIESBURG, MISSISSIPPI

By John H Williams
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 8-2- 2013

SOLD TO:

~~Mr.. Mrs. Miss~~ Charles Newsome

ADDRESS 1013 Cherry St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SW ¼ Lot No. 71 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By Marilyn K Hinton

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 8-5- 2013

SOLD TO:

~~Mr.. Mrs. Miss~~ Patsy C Hammett

ADDRESS 42 Golf Club Rd Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 SW 1/4 Lot No. 82 Section No. 36 in Highland Cemetery

Number of grave spaces 3 Price per grave space $ 175.00

Price Received $ 525.00

check 6215

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton
Supt. of City Cemeteries

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mail to:
7 Crooked Pine PT
Petal, MS 39465

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 8-5- 2013

SOLD TO:

~~Mr.. Mrs. Miss~~ William Fredrick Pickett

ADDRESS 3901 Hardy Street Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 112 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

check 2070

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton
Supt. of City Cemeteries

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mail to:
330 Garden Lane
Petal, MS 39465

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 8/16/ 2013

SOLD TO:

~~Mr.. Mrs. Miss~~ Lisa M Benson

ADDRESS 825 Hardy Street Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NE 1/4 Lot No. 42 Section No. 30 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

1 1/ 2011

CITY OF HATTIESBURG, MISSISSIPPI

Adalyn K Hinton

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 8-7- 2013

SOLD TO:

~~Mr.. Mrs. Miss~~ Elaise T Phillips

ADDRESS 806 Arledge Street Hattiesburg, MS 39401
Apt A

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 43 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

check 1161

CITY OF HATTIESBURG, MISSISSIPPI

By Adelyn T Hinton
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 7-25 2013

SOLD TO:

Mr.. Mrs. Miss DeEster Burkett

ADDRESS ~~88~~ 2nd Blankenship Cr. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 NW 1/4 Lot No. 134 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space $ $150.00

Price Received $ $150.00

Check # 3379

CITY OF HATTIESBURG, MISSISSIPPI

By John H Williams
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 8-7- 2013

SOLD TO:

~~Mr.. Mrs. Miss~~ William Roscoe McDonald, Sr

ADDRESS 223 Mary Magdalene Rd Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W 1/2 NE 1/4 Lot No. 122 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space $ 150.00

Price Received $ 150.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By Adelyn T Hinton

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars ($700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Neil and Anna Darby 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 (W1/2)

Lot 97 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of August, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August, 2013.

My Commission Expires:

_____

NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Janie Lewis. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Northeast Quarter(NE1/4)

Lot Number 6 Section Number:33

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 20th r day of August, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August, 2013.

My Commission Expires: NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Janet Edwards, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE 1/4)

Lot Number 71 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 20th day of August, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August , 2013.

My Commission Expires:

_____

NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jafus Jones, Sr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Southeast Quarter(SE1/4)

Lot Number 84 Section Number:36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th r day of August, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August, 2013.

My Commission Expires: NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Henry Dill, 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 66 Section Number:36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th r day of August, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August, 2013.

My Commission Expires: NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mary Frances Dobbs . subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half(N1/2) of the Southeast Quarter(SE1/4)

Lot Number 44 Section Number:27

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th r day of August, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August, 2013.

My Commission Expires: NOTARY PUBLIC

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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, Janet L Stoudamire, 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 44 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 20th day of August, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August , 2013.

My Commission Expires:

_____

NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Eunice Regina Russell, 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 32 Section 25

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 20th day of August, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August , 2013.

My Commission Expires:

_____

NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Charles Newsome . 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 71 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 20th r day of August, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

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CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August, 2013.

My Commission Expires: NOTARY PUBLIC

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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 FIVE HUNDRED TWENTY FIVE AND NO/100 Dollars ($525.00), 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 Patsy C Hammett, 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 (S ½) of the Northwest Quarter (NW 1/4)

Lot: 82 Section: 36

&

Southwest Quarter(SW 1/4)

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing three (3) 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 20th day of August, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

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CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August, 2013.

My Commission Expires:

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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 William Frederick Pickett . subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Southeast Quarter(SE1/4)

Lot Number 112 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, the20th r day of August, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

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CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August, 2013.

My Commission Expires: NOTARY PUBLIC

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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, Lisa M Benson, 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 42 Section 30

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of August, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

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CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August , 2013.

My Commission Expires:

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_____
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 Eloise T Phillips . subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Southeast Quarter(SE1/4)

Lot Number 43 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 20th r day of August, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

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CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August, 2013.

My Commission Expires: NOTARY PUBLIC

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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 DeEster Burkett, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½)
of the
Northwest Quarter (NW¼)

Lot Number:134 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 20th day of August, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

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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 Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August, 2013.

My Commission Expires:

_____
NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars ($150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto William Roscoe McDonald Sr, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½)
of the
Northeast Quarter (NE¼)

Lot Number:122 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 2^{0th} day of August, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

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CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2^{0th} day of August, 2013.

My Commission Expires:

_____
NOTARY PUBLIC

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STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars ($700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Neil and Anna Darby 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 (W1/2)

Lot 97 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of August, 2013.

ATTEST:

CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August, 2013.

STATE OF MISSISSIPPI KERMAS EATON ID No. 87654 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 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 Janie Lewis. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Northeast Quarter(NE1/4)

Lot Number 6 Section Number:33

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 20th r day of August, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

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 Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August, 2013.

STATE OF MISSISSIPPI KERMIT EASTON ID NO. 87654 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, Janet Edwards, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE 1/4)

Lot Number 71 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 20th day of August, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

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 Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August , 2013.

My Commission Expires:

STATE OF MISSISSIPPI
THERMAS 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 Jafus Jones, Sr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Southeast Quarter(SE1/4)

Lot Number 84 Section Number:36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th r day of August, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

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 Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI KERMAS EATON ID # 91654 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 Henry Dill, 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 66 Section Number:36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th r day of August, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

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 Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August, 2013.

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 Mary Frances Dobbs . subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half(N1/2) of the Southeast Quarter(SE1/4)

Lot Number 44 Section Number:27

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th r day of August, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

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 Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August, 2013.

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, Janet L Stoudamire, 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 44 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 20th day of August, 2013.

ATTEST:

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 Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August, 2013.

My Commission Expires:

STATE OF MISSISSIPPI KERMAS EATON ID. 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, Eunice Regina Russell, 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 32 Section 25

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 20th day of August, 2013.

ATTEST:

CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August, 2013.

My Commission Expires:

STATE OF MISSISSIPPI KERMAS EATON 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 Charles Newsome , 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 71 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 20th day of August, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

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 Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August, 2013.

STATE OF MISSISSIPPI
TERMAS EATON
ID NO. 87654
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 FIVE HUNDRED TWENTY FIVE AND NO/100 Dollars ($525.00), 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 Patsy C Hammett, 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 (S ½) of the Northwest Quarter (NW 1/4)

Lot: 82 Section: 36

&

Southwest Quarter(SW 1/4)

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing three (3) 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 20th day of August, 2013.

ATTEST:

Eddie R. Myers
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

Johnny L. DuPree
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August, 2013.

ID NO. 87654
Commission Expires
My Commission Expires 02/12/2016

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 William Frederick Pickett . subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Southeast Quarter(SE1/4)

Lot Number 112 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 20th r day of August, 2013.

ATTEST:

CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
TERMAS 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, Lisa M Benson, 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 42 Section 30

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of August, 2013.

ATTEST:

CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August , 2013.

My Commission Expires:

STATE OF MISSISSIPPI KERMIT EATON NOTARY PUBLIC ID NO. 87654 Commission Expires 02/12/2016 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 Eloise T Phillips , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Southeast Quarter(SE1/4)

Lot Number 43 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 20th r day of August, 2013.

ATTEST:
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August, 2013.

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
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 DeEster Burkett, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½)
of the
Northwest Quarter (NW¼)

Lot Number:134 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 20th day of August, 2013.

ATTEST:
Eddie R. Myers
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPree
MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August, 2013.

My Commission Expires:

STATE OF MISSISSIPPI
NOTARIAL SEAL
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 William Roscoe McDonald Sr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½)
of the
Northeast Quarter (NE¼)

Lot Number:122 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 20th day of August, 2013.

ATTEST:

Eddie R. Myers
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

Johnny L. DuPree
MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of August, 2013.

My Commission Expires:

STATE OF MISSISSIPPI
KERMAS EATON
ID NO. 87654
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: 2013-0505

File ID:	2013-0505	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	08/13/2013
Brief Title:	CDBG Manual Checks			**Final Action:**	
				Minute Book Number:	MB2013-241

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	**Enactment Number:**	
Contact:		**Meeting Date:**	08/20/2013
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013					

Text of Legislative File 2013-0505

Title

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

Summary

CDBG Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for CDBG Program claims

DATE: August 13, 2013

The following request for payment is being submitted for approval during the City Council's August 20, 2013 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 – 8/1/2013 – 8/31/2013
Work Provided by:	n/a

City of Hattiesburg, MS

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

Master

File Number: 2013-0506

File ID:	2013-0506	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	08/13/2013
Brief Title:	HOME Manual Checks			**Final Action:**	
				Minute Book Number:	MB2013-241

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	**Enactment Number:**	
Contact:		**Meeting Date:**	08/20/2013
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/20/2013					

Text of Legislative File 2013-0506

Title

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

Summary

HOME Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program claims

DATE: August 13, 2013

The following request for payment is being submitted for approval during the City Council's August 20, 2013 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	**Victoria Johnson**
Activity:	Rehabilitation
Program:	HOME
Project Site:	309 N 21st Ave.
Amount Requested:	**$650.00**
Purpose of Request:	Temporary Relocation – 8/1/2013 – 8/31/2013
Work Provided by:	n/a

Recipient:	**Willie Banks**
Activity:	Rehabilitation
Program:	HOME
Project Site:	602 Stevens Street
Amount Requested:	**$650.00**
Purpose of Request:	Temporary Relocation – 8/5/2013 – 9/4/2013
Work Provided by:	n/a

Recipient:	**Louise Williams**
Activity:	Rehabilitation
Program:	HOME
Project Site:	901 N 34th Ave.
Amount Requested:	**$650.00**
Purpose of Request:	Temporary Relocation – 8/1/2013 – 8/31/2013
Work Provided by:	n/a

City of Hattiesburg, MS

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

Master

File Number: 2013-0528

File ID:	2013-0528	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	08/14/2013
Brief Title:	Claims docket			**Final Action:**	
				Minute Book Number:	MB2013-241

Title:
Approve claims docket for the period ending August 16, 2013.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	claims docket 8-20-13	**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	08/20/2013					

Text of Legislative File 2013-0528

Title

Approve claims docket for the period ending August 16, 2013.

Summary

Claims Docket.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A A A AMBULANCE SERVICE	13-28879 CLA	00135579	12007299	SERV 6/6/13 CLARK-PRISONER	08/16/13	232614	265.20-
00001 A A A AMBULANCE SERVICE	12-27526 CAN	00135579	12007302	SERV 5/27/12 CANNON-PRISONER	08/16/13	232614	265.20-
A A A AMBULANCE SERVICE Sum							530.40-
00001 A 1 FIRE EQUIPMENT	1511	00135425	12007549	SMOKE FLUID ACADEMY TRAINING	08/16/13	232615	687.45-
A 1 FIRE EQUIPMENT Sum							687.45-
00001 AAMCO TRANS/AUTOMOTIVE S	126697	00135683	12007463	A/C REPR U#17570 POLICE	08/16/13	232616	370.00-
00001 AAMCO TRANS/AUTOMOTIVE S	126649	00135503	12007551	A/C REPR U#13174 STREET	08/16/13	232616	99.00-
00001 AAMCO TRANS/AUTOMOTIVE S	126657	00135503	12007552	A/C REPR U316722 STREET	08/16/13	232616	99.00-
AAMCO TRANS/AUTOMOTIVE S Sum							568.00-
00001 ACTION PARTY RENTALS LLC	03291	00134646	12007244	CHILDREN GAMES NATL NIGHT OUT	08/16/13	232617	145.00-
ACTION PARTY RENTALS LLC Sum							145.00-
00001 ADVANCE AUTO PARTS	560432117564	00134380	12007278	REPR PTS SANIT STOCK	08/16/13	232618	78.96-
00001 ADVANCE AUTO PARTS	560431974763	00134863	12007377	REPR PTS POLICE STOCK	08/16/13	232618	305.58-
00001 ADVANCE AUTO PARTS	560431974763	00134863	12007378	REPR PTS POLICE STOCK	08/16/13	232618	104.40-
00001 ADVANCE AUTO PARTS	560431587373	00134863	12007397	BAL STMT	08/16/13	232618	39.98-
00001 ADVANCE AUTO PARTS	560422075982	00134863	12007398	BAL STMT	08/16/13	232618	39.98
ADVANCE AUTO PARTS Sum							488.94-
00001 AFFORDABLE EMERGENCY LIG	606	00135342	12007150	REPR LIGHTS U#19103 POLICE	08/16/13	232619	127.50-
00001 AFFORDABLE EMERGENCY LIG	605	00135342	12007151	RADIO REPR U#19100 POLICE	08/16/13	232619	340.00-
00001 AFFORDABLE EMERGENCY LIG	604	00135342	12007152	RADIO REPR U#15781 POLICE	08/16/13	232619	85.00-
00001 AFFORDABLE EMERGENCY LIG	603	00135342	12007153	RADAR REPR U#16756 POLICE	08/16/13	232619	129.00-
AFFORDABLE EMERGENCY LIG Sum							681.50-
00001 AGRI-AFC LLC	1038519	00135265	12007348	WEED KILLER CEMETERY/FORESTRY	08/16/13	232620	380.00-
AGRI-AFC LLC Sum							380.00-
00001 AIRGAS USA LLC (NORDAN S	9017577476	00134527	12007167	WELDING SUPP P/F ACADEMY	08/16/13	232621	301.97-
00001 AIRGAS USA LLC (NORDAN S	9018125694	00134527	12007168	WELDING SUPP P/F ACADEMY	08/16/13	232621	28.78-
00001 AIRGAS USA LLC (NORDAN S	9018268802	00133905	12007293	SAFETY GLASSES,EAR PLUGS	08/16/13	232621	376.50-
AIRGAS USA LLC (NORDAN S Sum							707.25-
00001 ALLBRITTON CHAIN SAW & L	28133	00135146	12007222	WEEDEATER STRING HEALTH DIV	08/16/13	232623	336.00-
00001 ALLBRITTON CHAIN SAW & L	24724	00131150	12007550	CHAINSAW REPR PTS STREET	08/16/13	232623	36.40-
ALLBRITTON CHAIN SAW & L							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							372.40-
00001 AMERICAN PLANNING ASSN (	113091-1355	00135596	12007368	DUES-BRANTLEY/SCRUGGS 2013	08/16/13	232629	735.00-
AMERICAN PLANNING ASSN (Sum							735.00-
00001 AMERICAN SAFETY ASHP	7016	00135426	12007380	SMOKE FLUID FD TRAINING	08/16/13	232630	614.00-
AMERICAN SAFETY ASHP Sum							614.00-
00001 ARE CONSULTANTS INC	130402E	00135786	12007567	SRVS NRCS PRIEST CREEK BANK	08/16/13	232634	425.00-
ARE CONSULTANTS INC Sum							425.00-
00001 ARNOLD LINE WATER ASSN I	2145 7/23/13	00201311	12007232	SERV 6/20-7/23/13 #8 FIRE STA	08/16/13	232637	23.00-
ARNOLD LINE WATER ASSN I Sum							23.00-
00001 ASH MILLWORKS	35988	00134862	12007181	BLDG MATLS TRAFFIC OFFICE	08/16/13	232639	972.95-
ASH MILLWORKS Sum							972.95-
00001 AT&T	601M23905500	20131011	12007233	VEHICLE LOC MAINT 7/13-8/13	08/16/13	232642	404.00-
AT&T Sum							404.00-
00001 ATWOOD CONSTRUCTION	PO#135289 7/	00135289	12007208	GATES-VARI CITY LOC-STREET	08/16/13	232643	3,957.93-
ATWOOD CONSTRUCTION Sum							3,957.93-
00001 AUTO ARMATURE SERVICE IN	9653	00135524	12007274	BATTERY TRAFF DEPT LOOP SAW	08/16/13	232644	95.95-
00001 AUTO ARMATURE SERVICE IN	9354	00135086	12007383	BATTERY U#13987 STREET	08/16/13	232644	59.95-
00001 AUTO ARMATURE SERVICE IN	9420	00135086	12007384	STARTER U#16201 STREET	08/16/13	232644	299.95-
00001 AUTO ARMATURE SERVICE IN	9772	00135759	12007588	BATTERY U#14690 CEMETERY	08/16/13	232644	95.95-
AUTO ARMATURE SERVICE IN Sum							551.80-
00001 AUTO TRIM	6283	00135405	12007154	LETTER NEW MOTORCYCLES	08/16/13	232645	133.50-
00001 AUTO TRIM	6284	00135405	12007155	LETTER NEW MOTORCYCLES	08/16/13	232645	133.50-
00001 AUTO TRIM	6304	00135405	12007156	LETTER NEW MOTORCYCLES	08/16/13	232645	89.00-
00001 AUTO TRIM	6314	00135405	12007157	LETTER NEW MOTORCYCLES	08/16/13	232645	89.00-
00001 AUTO TRIM	6312	00135405	12007158	WINDOW TINT U#14146 POLICE	08/16/13	232645	130.00-
AUTO TRIM Sum							575.00-
00001 AUTOMOTIVE GLASS SPECIAL	I143924	00135271	12007265	WINDSHIELD POLICE UNIT	08/16/13	232646	245.00-
AUTOMOTIVE GLASS SPECIAL							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							245.00-
00001 B & B TRAILER SALES	12504	00135307	12007321	TRAILER-PUBLIC WORKS DEPT	08/16/13	232647	1,925.00-
B & B TRAILER SALES Sum							1,925.00-
00001 BANCORPSOUTH EQUIPMENT F	002-0070193-	02013657	12007131	GARB TRUCK LEASE DUE 8/13	08/02/13	17988	34,542.83-
BANCORPSOUTH EQUIPMENT F Sum							34,542.83-
00001 BEAU RIVAGE	460864796 GE	00135624	12007455	HOTEL-MML CONF 7/14-18/13	08/16/13	232649	6,468.00-
BEAU RIVAGE Sum							6,468.00-
00001 BENNETT'S LOCK & KEY SHO	62553	00134333	12007354	LOCKS/KEYS 7/13 POLICE DEPT	08/16/13	232651	35.89-
00001 BENNETT'S LOCK & KEY SHO	62573	00134333	12007355	LOCKS/KEYS 7/13 POLICE DEPT	08/16/13	232651	2.50-
BENNETT'S LOCK & KEY SHO Sum							38.39-
00001 BIG K OIL #4 (BAD CHECK	AMY MCLAURIN	02013699	12007592	MERCHANT FEE & FINE	08/16/13	232652	13.50-
BIG K OIL #4 (BAD CHECK Sum							13.50-
00001 BIG STAR #519	PO#134645 8/	00134645	12007245	HAMBURGERS/HOTDOGS-NIGHT OUT	08/16/13	232653	300.00-
BIG STAR #519 Sum							300.00-
00001 BLACKINTON, V H CO INC	2634040	00135531	12007254	BADGE REPAIR POLICE DEPT	08/16/13	232654	7.50-
00001 BLACKINTON, V H CO INC	2633730	00135477	12007255	SHIP CHGS BADGE REPR	08/16/13	232654	7.50-
BLACKINTON, V H CO INC Sum							15.00-
00001 BOURNE BROTHERS PRINTING	47850	00135105	12007246	SPONSOR BANNER NATL NIGHT OUT	08/16/13	232659	60.00-
BOURNE BROTHERS PRINTING Sum							60.00-
00001 BRACKMAN MOWER WAREHOUSE	0122015	00135065	12007185	PRESSURE WASHER PUB WORKS	08/16/13	232661	350.00-
00001 BRACKMAN MOWER WAREHOUSE	IN0122400	00135249	12007188	REPR PTS U#19005 CEMETERY	08/16/13	232661	70.36-
00001 BRACKMAN MOWER WAREHOUSE	0122474	00135333	12007209	HILLSIDE MOWER PUB WORKS/ST	08/16/13	232661	11,314.00-
00001 BRACKMAN MOWER WAREHOUSE	0122497	00135610	12007476	MOWERS PUBLIC WORKS/STREET	08/16/13	232661	21,806.00-
BRACKMAN MOWER WAREHOUSE Sum							33,540.36-
00001 BROADWAY DRIVE TIRE	088115	00134615	12007335	TIRES U#10690 CONSTR	08/16/13	232663	699.43-
00001 BROADWAY DRIVE TIRE	088338	00135206	12007593	TIRES POLICE STOCK	08/16/13	232663	3,984.09-
00001 BROADWAY DRIVE TIRE	088215	00134976	12007594	TIRES U#14498 STREET	08/16/13	232663	492.16-
00001 BROADWAY DRIVE TIRE	088229	00134984	12007595	TIRES U#13047 STREET	08/16/13	232663	191.80-
00001 BROADWAY DRIVE TIRE	088392	00135326	12007596	TIRES U#14184 STREET	08/16/13	232663	154.46-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
BROADWAY DRIVE TIRE							
Sum							5,521.94-
00001 BROWN, CHRISTINE	TRAV ADVANCE	00135461	12007194	TRAV ADV-UPA TRNG CLASS JKSN	08/16/13	232664	41.00-
BROWN, CHRISTINE							
Sum							41.00-
00001 C D W GOVERNMENT	DX20495	00135457	12007546	COMPUTER EQUIP SHERRILL/C HAL	08/16/13	232669	170.10-
00001 C D W GOVERNMENT	DZ09939	00135457	12007547	COMPUTER SUPP INFO TECH	08/16/13	232669	792.00-
00001 C D W GOVERNMENT	DW79151	00135311	12007572	EMAIL BACKUP SYSTEM INFO TECH	08/16/13	232669	23,985.00-
C D W GOVERNMENT							
Sum							24,947.10-
00001 CAREERBUILDER, LLC	CB01999063	00135354	12007174	AD ENGR TECH POSITION	08/16/13	232671	419.00-
CAREERBUILDER, LLC							
Sum							419.00-
00001 CARQUEST AUTO PARTS STOR	14758-9974	00135093	12007324	REPR PTS U#8669 STREET	08/16/13	232673	27.26-
00001 CARQUEST AUTO PARTS STOR	14758-9969	00135107	12007325	REPR PTS U#7873 STREET	08/16/13	232673	21.61-
00001 CARQUEST AUTO PARTS STOR	14758-9979	00134979	12007333	SHOP TOOLS/SUPP	08/16/13	232673	18.25-
00001 CARQUEST AUTO PARTS STOR	14758-9978	00134979	12007334	REPR PTS U#14714 HEALTH	08/16/13	232673	219.19-
00001 CARQUEST AUTO PARTS STOR	14758-9976	00135001	12007337	REPR PTS SANIT STOCK	08/16/13	232673	66.64-
00001 CARQUEST AUTO PARTS STOR	14758-9975	00135005	12007338	REPR PTS U#11088 SANIT	08/16/13	232673	38.07-
00001 CARQUEST AUTO PARTS STOR	14758-10362	00135302	12007349	SHOP SUPP HILND CEMETERY	08/16/13	232673	57.28-
00001 CARQUEST AUTO PARTS STOR	14758-10928	00135504	12007350	MOWER REPR PTS CEMETERY	08/16/13	232673	74.22-
00001 CARQUEST AUTO PARTS STOR	14758-10465	00135277	12007527	REPR PTS POLICE STOCK	08/16/13	232673	226.26-
00001 CARQUEST AUTO PARTS STOR	14758-10463	00135329	12007532	REPR PTS U#14497 TRAFFIC	08/16/13	232673	83.81-
CARQUEST AUTO PARTS STOR							
Sum							832.59-
00001 CELEBRATIONS ETC	02481	00135314	12007247	TENT NATL NIGHT OUT KICK OFF	08/16/13	232675	522.50-
CELEBRATIONS ETC							
Sum							522.50-
00001 CENTER FOR EDU & EMPLOYM	A23722690 06	00135574	12007292	LAW BOOKS-P/F ACDMY TRAINING	08/16/13	232676	124.95-
CENTER FOR EDU & EMPLOYM							
Sum							124.95-
00001 CERTIFIED LABORATORIES	1198136	00135496	12007485	CHEMICALS STREET DEPT	08/16/13	232678	4,867.50-
00001 CERTIFIED LABORATORIES	1198136 FRT	00135669	12007486	FREIGHT CHGS PO#135496	08/16/13	232678	125.64-
00001 CERTIFIED LABORATORIES	1200248	00135634	12007528	CAR WASH SOAP POLICE DEPT	08/16/13	232678	312.00-
CERTIFIED LABORATORIES							
Sum							5,305.14-
00001 CHAIN ELECTRIC COMPANY	25768	00135416	12007218	GENERATOR REPR/MAINT CONSTR	08/16/13	232679	2,062.85-
CHAIN ELECTRIC COMPANY							
Sum							2,062.85-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 CITY OF HATTIESBURG FUND	TRF 1ST 8/13	02013668	12007236	TRF 1ST 8/13 PAYROLL	08/06/13	17993	807,866.94-
CITY OF HATTIESBURG FUND Sum							807,866.94-
00001 CLEAR CHANNEL BROADCASTI	PRIVILEGE TA	02013669	12007495	PRIVILEGE TAX REFUND	08/16/13	232685	5.70-
CLEAR CHANNEL BROADCASTI Sum							5.70-
00001 COLEMAN, MAXINE	TRAVEL REIMB	00135648	12007367	EXPN NLC LDRSHP ACDMY N ORLNS	08/16/13	232688	143.12-
COLEMAN, MAXINE Sum							143.12-
00001 COMCAST CABLEVISION OF H	095777456110	00135533	12007260	CONVERTER BOX LEASE-ADM	08/16/13	232689	8.87-
COMCAST CABLEVISION OF H Sum							8.87-
00001 COMPREHENSIVE RADIOLOGY	10004607001	00135590	12007303	SERV 6/28/13 WEST-PRISONER	08/16/13	232690	37.00-
00001 COMPREHENSIVE RADIOLOGY	10004615301	00135590	12007304	SERV 6/28/13 THOMPSON-PRISONR	08/16/13	232690	38.00-
COMPREHENSIVE RADIOLOGY Sum							75.00-
00001 COMSOUTH	170732	00135272	12007200	RADIO PARTS-VARNADO-POLICE	08/16/13	232691	127.00-
00001 COMSOUTH	170665	00135470	12007212	RADIO REPR-BRUTEN-PUB WORKS	08/16/13	232691	166.25-
00001 COMSOUTH	170879	00135701	12007578	RADIO REPR FIRE DEPT	08/16/13	232691	177.50-
00001 COMSOUTH	170881	00135701	12007579	RADIO REPR FIRE DEPT	08/16/13	232691	103.85-
00001 COMSOUTH	170804	00135615	12007586	RADIO REPR-LOFTON-AIRPORT	08/16/13	232691	75.00-
COMSOUTH Sum							649.60-
00001 CRAIN TRACTOR & EQUIPMEN	R062387	00135474	12007555	REPRS U#15515 ST CLEAN	08/16/13	232698	3,355.04-
CRAIN TRACTOR & EQUIPMEN Sum							3,355.04-
00001 D P S CRIME LAB	IN 711 14CL0	00135646	12007381	FIRE SCENE EVIDENCE ANALYSIS	08/16/13	232702	100.00-
00001 D P S CRIME LAB	IN 711 14CL0	00135729	12007531	ANALYTICAL SERVS POLICE DEPT	08/16/13	232702	1,400.00-
D P S CRIME LAB Sum							1,500.00-
00001 DATALINE ASSOCIATES	PCM25759	00135290	12007252	PRINTER SUPP INFO TECH	08/16/13	232704	92.32-
DATALINE ASSOCIATES Sum							92.32-
00001 DAVIS VETERINARY HOSPITA	107126	00135771	12007529	SERVS-BEAR-POLICE K-9	08/16/13	232705	100.00-
00001 DAVIS VETERINARY HOSPITA	107976	00135771	12007530	SERVS-BOOMER-POLICE K-9	08/16/13	232705	90.50-
DAVIS VETERINARY HOSPITA Sum							190.50-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 DUNAGIN PEST CONTROL(PRE	8751704	00135396	12007142	SENTRICON SERV CITY HALL	08/16/13	232715	86.25-
00001 DUNAGIN PEST CONTROL(PRE	8763934	00020134	12007497	SRV 7-9/13 POLICE COMPLEX	08/16/13	232715	135.00-
00001 DUNAGIN PEST CONTROL(PRE	8764219	00020134	12007498	SRV 7-9/13 POLICE SUB-STA	08/16/13	232715	56.70-
00001 DUNAGIN PEST CONTROL(PRE	8763918	00020134	12007499	SRV 7-9/13 #1 FIRE STA	08/16/13	232715	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8736919	00020134	12007500	SRV 7-9/13 #2 FIRE STA	08/16/13	232715	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8763920	00020134	12007501	SRV 7-9/13 #3 FIRE STA	08/16/13	232715	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8763927	00020134	12007502	SRV 7-9/13 #4 FIRE STA	08/16/13	232715	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8763922	00020134	12007503	SRV 7-9/13 #5 FIRE STA	08/16/13	232715	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8763923	00020134	12007504	SRV 7-9/13 #6 FIRE STA	08/16/13	232715	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8763924	00020134	12007505	SRV 7-9/13 #7 FIRE STA	08/16/13	232715	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8763925	00020134	12007506	SRV 7-9/13 #8 FIRE STA	08/16/13	232715	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8763933	00020134	12007507	SRV 7-9/13 POLICE RANGE	08/16/13	232715	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8763936	00020134	12007508	SRV 7-9/13 P/F ACADEMY	08/16/13	232715	60.00-
00001 DUNAGIN PEST CONTROL(PRE	8764220	00020134	12007509	SRV 7-9/13 PAVILION-LAKEVW	08/16/13	232715	56.70-
00001 DUNAGIN PEST CONTROL(PRE	8763911	00020134	12007510	SRV 7-9/13 CITY HALL	08/16/13	232715	75.00-
00001 DUNAGIN PEST CONTROL(PRE	8763902	00020134	12007511	SEMI-ANNUAL SRV ARCHIVES	08/16/13	232715	390.00-
00001 DUNAGIN PEST CONTROL(PRE	8763944	00020134	12007512	SRV 7-9/13 TRAFFIC BLDG	08/16/13	232715	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8763917	00020134	12007513	SRV 7-9/13 ENGR OFFICE	08/16/13	232715	60.00-
00001 DUNAGIN PEST CONTROL(PRE	8763909	00020134	12007514	SRV 7-9/13 CITY BARN	08/16/13	232715	285.00-
00001 DUNAGIN PEST CONTROL(PRE	8763903	00020134	12007515	SRV 7-9/13 AIRPORT	08/16/13	232715	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8763901	00020134	12007516	SRV 7-9/13 AIRPORT MAINT	08/16/13	232715	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8764184	00020134	12007517	SRV 7-9/13 HANGER #3	08/16/13	232715	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8763915	00020134	12007518	SRV 7-9/13 TRAIN DEPOT	08/16/13	232715	45.00-
00001 DUNAGIN PEST CONTROL(PRE	8763928	00020134	12007519	SRV 7-9/13 HILND CEMETERY	08/16/13	232715	45.00-
00001 DUNAGIN PEST CONTROL(PRE	8763940	00020134	12007520	SRV 7-9/13 S HILL CEM	08/16/13	232715	45.00-
DUNAGIN PEST CONTROL(PRE Sum							2,041.65-
00001 DUNBAR MONROE PA	12546	00135688	12007457	SRVS AT&T FRANCHISE AGREEMNT	08/16/13	232716	1,385.74-
DUNBAR MONROE PA Sum							1,385.74-
00001 DUPREE, JOHNNY MAYOR	TRAVEL REIMB	00135522	12007239	EXPNS NLC YTH CNCL WASHINGTON	08/16/13	232718	44.00-
00001 DUPREE, JOHNNY MAYOR	TRAVEL REIMB	00135540	12007240	EXPNS DAY IN THE PARK N YORK	08/16/13	232718	1,700.61-
DUPREE, JOHNNY MAYOR Sum							1,744.61-
00001 ECO-SYSTEMS INC	00130610	00135794	12007568	SRVS 6/29-7/26 GORDON CRK BNK	08/16/13	232722	5,400.00-
00001 ECO-SYSTEMS INC	00130609	00135797	12007569	SRVS 6/29-7/26 TMBRTN DRNGE	08/16/13	232722	2,250.00-
ECO-SYSTEMS INC Sum							7,650.00-
00001 ECONOMY SUPPLY CO	196426	00135370	12007223	TRAILER BLDG MATLS HEALTH DIV	08/16/13	232723	90.68-
00001 ECONOMY SUPPLY CO	196540	00135433	12007480	BLACK POLY-FESTIVALS-CONSTR	08/16/13	232723	36.00-
00001 ECONOMY SUPPLY CO	197301	00135699	12007481	BLDG MATLS CONSTR DEPT	08/16/13	232723	40.50-
00001 ECONOMY SUPPLY CO	197045	00135606	12007489	BLDG MATLS AIRPORT TERMINAL	08/16/13	232723	83.91-
ECONOMY SUPPLY CO Sum							251.09-
00001 EMERGENCY EQUIPMENT PROF	407404	00134463	12007203	REPR PTS FIRE DEPT	08/16/13	232724	428.25-
EMERGENCY EQUIPMENT PROF							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							428.25-
00001 EMPIRE TRUCK SALES (H'BU	CE006078129:	00134982	12007339	REPR PTS U#15893 SANIT	08/16/13	232725	99.27-
EMPIRE TRUCK SALES (H'BU Sum							99.27-
00001 EURO	2013 BOOKLET	00135452	12007241	2013 SOUVENIR BOOKLET AD	08/16/13	232728	125.00-
EURO Sum							125.00-
00001 EVIDENT INC	78992A	00135537	12007548	PRISONER PROPERTY BAGS	08/16/13	232730	210.00-
EVIDENT INC Sum							210.00-
00001 FARRELL-CALHOUN	5478	00134778	12007273	PAINT SUPP TRAFFIC STOCK	08/16/13	232732	321.72-
FARRELL-CALHOUN Sum							321.72-
00001 FASTENAL COMPANY	MSHAT162337	00135376	12007482	BLACK POLY-FESTIVALS-CONSTR	08/16/13	232734	343.20-
00001 FASTENAL COMPANY	MSHAT162240	00135377	12007483	DUCT TAPE-FESTIVALS-CONSTR	08/16/13	232734	222.26-
00001 FASTENAL COMPANY	MSHAT162237	00135823	12007580	VARI ITEMS PUBLIC WORKS DEPT	08/16/13	232734	850.15-
FASTENAL COMPANY Sum							1,415.61-
00001 FEDERAL EXPRESS	2-317-15425	00135357	12007136	SERV 6/20/13 URBAN DEV	08/16/13	232735	21.12-
00001 FEDERAL EXPRESS	2-309-49994	00135521	12007328	SERV 6/13/13 ENGR DEPT	08/16/13	232735	17.66-
00001 FEDERAL EXPRESS	2-324-68363	00135521	12007329	SERV 6/25/13 ENGR DEPT	08/16/13	232735	14.77-
00001 FEDERAL EXPRESS	2-338-87700	00135521	12007330	SERV 7/9-11/13 ENGR DEPT	08/16/13	232735	48.55-
00001 FEDERAL EXPRESS	2-353-38639	00135521	12007331	SERV 7/24/13 ENGR DEPT	08/16/13	232735	30.91-
00001 FEDERAL EXPRESS	2-360-61020	00135811	12007573	SERVS 7/31/13 FED/STATE PROG	08/16/13	232735	13.34-
00001 FEDERAL EXPRESS	2-360-61020(	00135811	12007574	SERVS 7/30/13 ENGR	08/16/13	232735	17.11-
FEDERAL EXPRESS Sum							163.46-
00001 FERGUSON ENTERPRISES INC	1197318	00135570	12007553	PLUMB SUPP CONSTR DEPT	08/16/13	232736	136.18-
FERGUSON ENTERPRISES INC Sum							136.18-
00001 FORD, PHILLIP	PETTY CASH 8	00135733	12007533	PETTY CASH TRAFF/CONST/AIRPT	08/16/13	232738	338.90-
FORD, PHILLIP Sum							338.90-
00001 FORREST CTY DISTRICT ATT	BAD CHECK FE	02013698	12007590	BAD CHECK RECOVERY FEE	08/16/13	232740	40.00-
FORREST CTY DISTRICT ATT Sum							40.00-
00001 FORREST CTY SUPERVISORS	KARA DRANE 1	00135385	12007135	REIMB WASHINGTON EXPENSES	08/16/13	232741	1,333.90-
00001 FORREST CTY SUPERVISORS	JAIL 5/13 EX	00135583	12007316	JAIL EXPENSE 5/13	08/16/13	232741	91,320.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 FORREST CTY SUPERVISORS	JAIL 5/13 ME	00135583	12007317	JAIL 5/13 MEDICAL	08/16/13	232741	1,077.65-
00001 FORREST CTY SUPERVISORS	JAIL 6/13 EX	00135583	12007318	JAIL EXPENSE 6/13	08/16/13	232741	91,000.00-
00001 FORREST CTY SUPERVISORS	JAIL 6/13 ME	00135583	12007319	JAIL 6/13 MEDICAL	08/16/13	232741	1,019.63-
FORREST CTY SUPERVISORS Sum							185,751.18-
00001 FORREST GENERAL HOSP-PHA	82051 6/13	00135585	12007309	PRESCRIPTIONS 6/13 PRISONERS	08/16/13	232742	282.92-
FORREST GENERAL HOSP-PHA Sum							282.92-
00001 FORREST GENERAL HOSPITAL	H90003677700	00135580	12007306	SERV 6/9/13 WEST-PRISONER	08/16/13	232743	2,089.90-
00001 FORREST GENERAL HOSPITAL	H90002268501	00135580	12007307	SERV 5/10/13 ALEXIS-PRISONER	08/16/13	232743	3,205.95-
00001 FORREST GENERAL HOSPITAL	H90004615300	00135580	12007308	SERV 6/28/13 THOMPSON-PRISONR	08/16/13	232743	158.00-
FORREST GENERAL HOSPITAL Sum							5,453.85-
00001 FORREST GENERAL HOSPITAL	EAP CHARGE 8	00135435	12007144	EAP CHARGE 8/13	08/16/13	232744	1,785.00-
FORREST GENERAL HOSPITAL Sum							1,785.00-
00001 FORREST, NATHAN BEDFORD	KAMPER PARK	00135638	12007372	ANNUAL LAND LEASE KAMPER PARK	08/16/13	232745	100.00-
FORREST, NATHAN BEDFORD Sum							100.00-
00001 FUELMAN OF MS	BG127044 NP3	00135498	12007271	FUEL CHGS U#18557 FIRE DEPT	08/16/13	232746	57.05-
00001 FUELMAN OF MS	BG127044 NP3	00135730	12007526	FUEL CHGS 7/29-8/4/13 POLICE	08/16/13	232746	38.36-
FUELMAN OF MS Sum							95.41-
00001 G & K SERVICES	1035395138	00135395	12007176	UNIFORMS/MOP 7/02 ENGR	08/16/13	232756	8.82-
00001 G & K SERVICES	1035397268	00135395	12007177	UNIFORMS/MOP 7/09 ENGR	08/16/13	232756	8.82-
00001 G & K SERVICES	1035399435	00135395	12007178	UNIFORMS/MOP 7/16 ENGR	08/16/13	232756	4.86-
00001 G & K SERVICES	1035401569	00135395	12007179	UNIFORMS/MOP 7/23 ENGR	08/16/13	232756	4.86-
00001 G & K SERVICES	1035403719	00135395	12007180	UNIFORMS/MOP 7/31 ENGR	08/16/13	232756	4.86-
00001 G & K SERVICES	1035395139	00135630	12007399	UNIFORMS 7/02 TRAFFIC	08/16/13	232756	16.00-
00001 G & K SERVICES	1035397269	00135630	12007400	UNIFORMS 7/09N TRAFFIC	08/16/13	232756	16.00-
00001 G & K SERVICES	1035399436	00135630	12007401	UNIFORMS 7/16 TRAFFIC	08/16/13	232756	16.00-
00001 G & K SERVICES	1035403720	00135630	12007402	UNIFORMS 7/30 TRAFFIC	08/16/13	232756	16.00-
00001 G & K SERVICES	1035401570	00135630	12007403	UNIFORMS 7/23 TRAFFIC	08/16/13	232756	41.56-
00001 G & K SERVICES	1035395140	00135630	12007404	UNIFORMS 7/02 CONSTR	08/16/13	232756	50.58-
00001 G & K SERVICES	1035397270	00135630	12007405	UNIFORMS 7/09 CONSTR	08/16/13	232756	50.58-
00001 G & K SERVICES	1035399437	00135630	12007406	UNIFORMS 7/16 CONSTR	08/16/13	232756	50.58-
00001 G & K SERVICES	1035403721	00135630	12007407	UNIFORMS 7/30 CONSTR	08/16/13	232756	50.58-
00001 G & K SERVICES	1035401571	00135630	12007408	UNIFORMS 7/23 CONSTR	08/16/13	232756	56.88-
00001 G & K SERVICES	1035395141	00135630	12007409	MATS 7/02 CONSTR	08/16/13	232756	6.40-
00001 G & K SERVICES	1035397271	00135630	12007410	MATS 7/09 CONSTR	08/16/13	232756	6.40-
00001 G & K SERVICES	1035399438	00135630	12007411	MATS 7/16 CONSTR	08/16/13	232756	6.40-
00001 G & K SERVICES	1035401572	00135630	12007412	MATS 7/23 CONSTR	08/16/13	232756	6.40-
00001 G & K SERVICES	1035403722	00135630	12007413	MATS 7/30 CONSTR	08/16/13	232756	6.40-
00001 G & K SERVICES	1035396601	00135630	12007414	UNIFORMS 7/02 AIRPORT	08/16/13	232756	16.70-
00001 G & K SERVICES	1035397291	00135630	12007415	UNIFORMS 7/09 AIRPORT	08/16/13	232756	16.70-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 G & K SERVICES	1035399458	00135630	12007416	UNIFORMS 7/16 AIRPORT	08/16/13	232756	16.70-
00001 G & K SERVICES	1035401592	00135630	12007417	UNIFORMS 7/23 AIRPORT	08/16/13	232756	16.70-
00001 G & K SERVICES	1035403742	00135630	12007418	UNIFORMS 7/30 AIRPORT	08/16/13	232756	16.70-
00001 G & K SERVICES	1035395158	00135543	12007419	UNIFORMS 7/02 SHOP	08/16/13	232756	40.00-
00001 G & K SERVICES	1035397288	00135543	12007420	UNIFORMS 7/09 SHOP	08/16/13	232756	40.00-
00001 G & K SERVICES	1035399455	00135543	12007421	UNIFORMS 7/16 SHOP	08/16/13	232756	40.00-
00001 G & K SERVICES	1035401589	00135543	12007422	UNIFORMS 7/23 SHOP	08/16/13	232756	40.00-
00001 G & K SERVICES	1035395153	00135543	12007423	UNIFORMS 7/02 GO&FS	08/16/13	232756	7.92-
00001 G & K SERVICES	1035397283	00135543	12007424	UNIFORMS 7/09 GO&FS	08/16/13	232756	7.92-
00001 G & K SERVICES	1035399450	00135543	12007425	UNIFORMS 7/16 GO&FS	08/16/13	232756	7.92-
00001 G & K SERVICES	1035401584	00135543	12007426	UNIFORMS 7/23 GO&FS	08/16/13	232756	3.96-
00001 G & K SERVICES	1035395160	00135543	12007427	MOP/MAT 7/02 GO&FS	08/16/13	232756	25.95-
00001 G & K SERVICES	1035397290	00135543	12007428	MOP/MAT 7/09 GO&FS	08/16/13	232756	25.95-
00001 G & K SERVICES	1035399457	00135543	12007429	MOP/MAT 7/16 GO&FS	08/16/13	232756	25.95-
00001 G & K SERVICES	1035401591	00135543	12007430	MOP/MAT 7/23 GO&FS	08/16/13	232756	25.95-
00001 G & K SERVICES	1035395159	00135543	12007431	MOP/MAT 7/02 GO&FS	08/16/13	232756	17.40-
00001 G & K SERVICES	1035397289	00135543	12007432	MOP/MAT 7/09 GO&FS	08/16/13	232756	17.40-
00001 G & K SERVICES	1035399456	00135543	12007433	MOP/MAT 7/16 GO&FS	08/16/13	232756	17.40-
00001 G & K SERVICES	1035401590	00135543	12007434	MOP/MAT 7/23 GO&FS	08/16/13	232756	17.40-
00001 G & K SERVICES	1035395157	00135543	12007435	UNIFORMS 7/02 SANIT	08/16/13	232756	144.60-
00001 G & K SERVICES	1035397287	00135543	12007436	UNIFORMS 7/09 SANIT	08/16/13	232756	128.36-
00001 G & K SERVICES	1035399454	00135543	12007437	UNIFORMS 7/16 SANIT	08/16/13	232756	132.96-
00001 G & K SERVICES	1035401588	00135543	12007438	UNIFORMS 7/23 SANIT	08/16/13	232756	134.78-
00001 G & K SERVICES	1035395152	00135543	12007439	UNIFORMS 7/02 SANIT	08/16/13	232756	31.66-
00001 G & K SERVICES	1035397282	00135543	12007440	UNIFORMS 7/09 SANIT	08/16/13	232756	31.66-
00001 G & K SERVICES	1035399449	00135543	12007441	UNIFORMS 7/16 SANIT	08/16/13	232756	31.66-
00001 G & K SERVICES	1035401583	00135543	12007442	UNIFORMS 7/23 SANIT	08/16/13	232756	31.66-
00001 G & K SERVICES	1035395156	00135543	12007443	UNIFORMS 7/02 SANIT	08/16/13	232756	140.00-
00001 G & K SERVICES	1035397286	00135543	12007444	UNIFORMS 7/09 SANIT	08/16/13	232756	140.00-
00001 G & K SERVICES	1035399453	00135543	12007445	UNIFORMS 7/16 SANIT	08/16/13	232756	209.30-
00001 G & K SERVICES	1035401587	00135543	12007446	UNIFORMS 7/23 SANIT	08/16/13	232756	128.00-
00001 G & K SERVICES	1035395154	00135543	12007447	UNIFORMS 7/02 SANIT	08/16/13	232756	38.18-
00001 G & K SERVICES	1035397284	00135543	12007448	UNIFORMS 7/09 SANIT	08/16/13	232756	38.18-
00001 G & K SERVICES	1035399451	00135543	12007449	UNIFORMS 7/16 SANIT	08/16/13	232756	38.18-
00001 G & K SERVICES	1035401585	00135543	12007450	UNIFORMS 7/23 SANIT	08/16/13	232756	38.18-
00001 G & K SERVICES	1035395155	00135543	12007451	UNIFORMS 7/02 HEALTH	08/16/13	232756	19.80-
00001 G & K SERVICES	1035397285	00135543	12007452	UNIFORMS 7/09 HEALTH	08/16/13	232756	19.80-
00001 G & K SERVICES	1035399452	00135543	12007453	UNIFORMS 7/16 HEALTH	08/16/13	232756	19.80-
00001 G & K SERVICES	1035401586	00135543	12007454	UNIFORMS 7/23 HEALTH	08/16/13	232756	19.80-
G & K SERVICES Sum							2,390.16-
00001 G G A ADMINISTRATORS	CAFE PLAN AD	00135538	12007253	CAFE PLAN ADM FEES 7/13	08/16/13	232757	295.75-
G G A ADMINISTRATORS Sum							295.75-
00001 GARNER LUMLEY ELECTRIC S	488432	00134006	12007186	ELEC GATE REPR PTS AIRPORT	08/16/13	232760	517.76-
00001 GARNER LUMLEY ELECTRIC S	490661	00135424	12007217	ELEC SUPP-CITY FESTIVALS	08/16/13	232760	121.15-
00001 GARNER LUMLEY ELECTRIC S	490588	00135397	12007226	ELEC GATE SUPP AIRPORT	08/16/13	232760	438.45-
GARNER LUMLEY ELECTRIC S Sum							1,077.36-
00001 GIL MFG INC	5018	00135481	12007224	REPR PTS MOSQUITO TRUCK	08/16/13	232762	1,151.00-
00001 GIL MFG INC	4992	00134382	12007392	INSECTICIDE-MOSQUITO CONTROL	08/16/13	232762	14,400.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 GIL MFG INC	5021	00135383	12007393	INSECTICIDE-MOSQUITO CONTROL	08/16/13	232762	17,749.50-
GIL MFG INC Sum							33,300.50-
00001 GILKEY ELECTRIC SUPPLY C	247914	00135656	12007575	BATTERIES-FIRE DEPT EMER EQUP	08/16/13	232763	56.16-
GILKEY ELECTRIC SUPPLY C Sum							56.16-
00001 GILLILANDS ELECTRONICS S	55181	00135399	12007137	TIME CLOCK DROP WATER BILLING	08/16/13	232764	179.01-
00001 GILLILANDS ELECTRONICS S	55182	00135399	12007138	TIME CLOCK DROP WATER PLANT	08/16/13	232764	162.18-
00001 GILLILANDS ELECTRONICS S	55183	00135399	12007139	TIME CLOCK DROP MASS TRANSIT	08/16/13	232764	374.43-
00001 GILLILANDS ELECTRONICS S	55307	00135399	12007140	TIME CLOCK DROPS CITY HALL	08/16/13	232764	348.56-
00001 GILLILANDS ELECTRONICS S	55317	00135399	12007141	PROGRAM CHANGES POLICE DEPT	08/16/13	232764	130.00-
00001 GILLILANDS ELECTRONICS S	55364	00135597	12007336	REPLACE PHONE HANDSET-SANIT	08/16/13	232764	102.95-
00001 GILLILANDS ELECTRONICS S	55362	00135603	12007343	CHANGE ALARM CODE P WRKS/SANI	08/16/13	232764	65.00-
00001 GILLILANDS ELECTRONICS S	55355	00135613	12007382	PHONE LINE REPR #8 FIRE STA	08/16/13	232764	75.61-
GILLILANDS ELECTRONICS S Sum							1,437.74-
00001 GLADDEN LAW OFFICE PLLC	10325	00135689	12007458	SRVS PEARSON'S FIREWORKS	08/16/13	232765	976.57-
00001 GLADDEN LAW OFFICE PLLC	10326	00135689	12007459	SRVS LIGHTHOUSE RESCUE MSSON	08/16/13	232765	9,936.31-
00001 GLADDEN LAW OFFICE PLLC	10327	00135689	12007460	SRVS SHARON MARK VS CITY	08/16/13	232765	315.00-
00001 GLADDEN LAW OFFICE PLLC	10328	00135689	12007461	SRVS PEDDLERS-SOLICITORS	08/16/13	232765	868.00-
GLADDEN LAW OFFICE PLLC Sum							12,095.88-
00001 GORRIE-REGAN AND ASSOCIA	149865	00134793	12007189	KEY CARDS CIVIC CNTR PK GARG	08/16/13	232766	513.73-
GORRIE-REGAN AND ASSOCIA Sum							513.73-
00001 H'BURG AMERICAN ACCT #1	H12998 42236	00135816	12007571	PROOFS PUBLICATION 7/13	08/16/13	232769	2,207.53-
H'BURG AMERICAN ACCT #1 Sum							2,207.53-
00001 H'BURG CLINIC PA (PRISON	1018331260 N	00135589	12007310	SERV 6/18/12 NAQUIN-PRISONER	08/16/13	232770	1,100.00-
00001 H'BURG CLINIC PA (PRISON	1021950440 H	00135589	12007311	SERV 6/30/12 HARWELL-PRISONER	08/16/13	232770	213.00-
H'BURG CLINIC PA (PRISON Sum							1,313.00-
00001 H'BURG COCA COLA BOTTLIN	56M00964096	00135215	12007160	POWERADE FOR ACDMY TRAINING	08/16/13	232771	142.00-
00001 H'BURG COCA COLA BOTTLIN	56M00964484	00134649	12007248	BOTTLED WATER NATL NIGHT OUT	08/16/13	232771	247.50-
H'BURG COCA COLA BOTTLIN Sum							389.50-
00001 H'BURG HYDRAULICS INC	52245	00134770	12007385	REPR PTS U#14618 STREET	08/16/13	232772	178.75-
00001 H'BURG HYDRAULICS INC	52291	00135000	12007386	REPR PTS U#11911 STREET	08/16/13	232772	226.66-
00001 H'BURG HYDRAULICS INC	52292	00134978	12007387	REPR PTS U#11088 SANIT	08/16/13	232772	156.89-
00001 H'BURG HYDRAULICS INC	52353	00135144	12007388	REPR PTS U#16080 SANIT	08/16/13	232772	59.04-
00001 H'BURG HYDRAULICS INC	52352	00135144	12007389	REPR PTS U#16080 SANIT	08/16/13	232772	135.21-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
H'BURG HYDRAULICS INC							
Sum							756.55-
00001 H'BURG WHOLESALE SOD	12104(B)	00135510	12007275	ADDL AMT DUE PO#134471	08/16/13	232773	93.00-
00001 H'BURG WHOLESALE SOD	12098(B)	00135507	12007276	ADDL AMT DUE PO#134301	08/16/13	232773	105.00-
00001 H'BURG WHOLESALE SOD	12098	00134301	12007322	GRASS SOD-TILTREE	08/16/13	232773	900.00-
00001 H'BURG WHOLESALE SOD	12204	00134471	12007323	GRASS SOD-TILTREE	08/16/13	232773	540.00-
H'BURG WHOLESALE SOD							
Sum							1,638.00-
00001 HELENA CHEMICAL COMPANY	62056482	00135287	12007487	MISTERS-HEALTH DIVISION	08/16/13	232777	2,750.00-
HELENA CHEMICAL COMPANY							
Sum							2,750.00-
00001 HICKS, INES F (#75935)	TRAV ADVANCE	00135763	12007523	TRAV ADV COURT CLK CONF JKSN	08/16/13	232780	449.30-
HICKS, INES F (#75935)							
Sum							449.30-
00001 HILL, LEROY COFFEE CO IN	13481	00135288	12007238	COFFEE SERV M/ADM	08/16/13	232781	127.00-
HILL, LEROY COFFEE CO IN							
Sum							127.00-
00001 HILTON GARDEN INN HATTIE	3521673917 H	00134188	12007249	GRILL/COOK NATL NIGHT OUT	08/16/13	232782	99.00-
HILTON GARDEN INN HATTIE							
Sum							99.00-
00001 INDOFF INC	2310812	00135023	12007159	JANIT SUPP P/F ACADEMY	08/16/13	232787	386.92-
00001 INDOFF INC	2319878	00135497	12007465	PRINTER SUPP FIRE DEPT	08/16/13	232787	150.95-
INDOFF INC							
Sum							537.87-
00001 INGRAM EQUIPMENT CO LLC	0018108-IN	00134980	12007184	REPR PTS SANIT STOCK	08/16/13	232789	222.71-
00001 INGRAM EQUIPMENT CO LLC	0018128-IN	00135091	12007219	REPR PTS U#17729 SANIT	08/16/13	232789	410.25-
00001 INGRAM EQUIPMENT CO LLC	0018128-IN F	00135556	12007340	FREIGHT CHGS PO#135091	08/16/13	232789	18.70-
00001 INGRAM EQUIPMENT CO LLC	S9773-IN	00135476	12007344	REPRS U#17723 SANIT	08/16/13	232789	814.00-
INGRAM EQUIPMENT CO LLC							
Sum							1,465.66-
00001 INGRAM, JOEL (REFUNDS)	DAMAGE DEP R	02013701	12007543	DAMAGE DEPOSIT REFUND	08/16/13	232790	300.00-
INGRAM, JOEL (REFUNDS)							
Sum							300.00-
00001 INTAPOL INDUSTRIES, INC	0196564-IN	00135356	12007376	MTRCYCLE HELMET-FONTAINE	08/16/13	232793	214.98-
INTAPOL INDUSTRIES, INC							
Sum							214.98-
00001 INTL CODE COUNCIL (BOOKS	INV0309790	00135321	12007270	FIRE CODE BOOKS	08/16/13	232794	220.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
INTL CODE COUNCIL (BOOKS							
Sum							220.00-
00001 INTL INSTITUTE OF MUNICI	10326 MYERS	00135622	12007371	2013-2014 MBRSHP DUES MYERS	08/16/13	232795	185.00-
INTL INSTITUTE OF MUNICI							
Sum							185.00-
00001 IRBY, STUART C CO	S007560869.0	00133009	12007360	BAL STMT	08/16/13	232796	49.20-
00001 IRBY, STUART C CO	S007560869.0	00133009	12007361	BAL STMT	08/16/13	232796	63.56
00001 IRBY, STUART C CO	S007578675.0	00133009	12007362	BAL STMT	08/16/13	232796	209.25-
00001 IRBY, STUART C CO	S007591098.0	00133009	12007363	BAL STMT	08/16/13	232796	209.25
00001 IRBY, STUART C CO	S007704356.0	00135284	12007462	ELEC SUPP POLICE DEPT	08/16/13	232796	359.84-
IRBY, STUART C CO							
Sum							345.48-
00001 JACKSON, STACY A	TRAV ADVANCE	00135691	12007469	TRAV ADV-MACE ED CONF BRANDON	08/16/13	232800	418.15-
JACKSON, STACY A							
Sum							418.15-
00001 JOHNNY'S WRECKER SERVICE	21628	00135312	12007221	TOWING U#17722 SANIT	08/16/13	232804	250.00-
JOHNNY'S WRECKER SERVICE							
Sum							250.00-
00001 JORDAN, WILLIAM	REG REIMB 7/	00135609	12007296	EXAM REG REIMB-BLDG INSPECTOR	08/16/13	232806	160.00-
JORDAN, WILLIAM							
Sum							160.00-
00001 KENTWOOD SPRINGWATER	182001	00135539	12007258	DRINKING WATER POLICE DEPT	08/16/13	232809	137.45-
00001 KENTWOOD SPRINGWATER	237968	00135588	12007288	DRINKING WATER POLICE DEPT	08/16/13	232809	272.65-
00001 KENTWOOD SPRINGWATER	249957	00135546	12007466	BOTTLED WATER EMER BACKUP	08/16/13	232809	363.44-
KENTWOOD SPRINGWATER							
Sum							773.54-
00001 KUYRKENDALL, BERT	TRAVEL REIMB	00135353	12007173	EXPNS MML CONF BILOXI	08/16/13	232817	25.14-
KUYRKENDALL, BERT							
Sum							25.14-
00001 LAMOUSIN, CHRIS (REFUNDS	DAMAGE DEP R	02013701	12007544	DAMAGE DEPOSIT REFUND	08/16/13	232822	500.00-
LAMOUSIN, CHRIS (REFUNDS							
Sum							500.00-
00001 LANCASTER'S MACHINE & WE	21358	00135473	12007220	REPRS U#17725 SANIT	08/16/13	232823	1,538.00-
LANCASTER'S MACHINE & WE							
Sum							1,538.00-
00001 LEADER PROMOTIONS INC	7015830	00134244	12007132	SOUVENIRS NEIGHBORHOOD EVENTS	08/16/13	232826	3,261.91-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
LEADER PROMOTIONS INC							
Sum							3,261.91-
00001 LOWE'S OF HATTIESBURG IN	967290		00134351	12007162 PAINT SUPP P/F ACADEMY	08/16/13	232828	344.31-
00001 LOWE'S OF HATTIESBURG IN	911596		00134966	12007163 PLUMB SUPP ACADEMY RESTROOM	08/16/13	232828	26.10-
00001 LOWE'S OF HATTIESBURG IN	967959		00134966	12007164 PLUMB SUPP ACADEMY RESTROOM	08/16/13	232828	1,328.83-
LOWE'S OF HATTIESBURG IN							
Sum							1,699.24-
00001 MAULDIN COMPANY	110874		00135088	12007213 BRAKE FLUID STREET STOCK	08/16/13	232831	58.92-
00001 MAULDIN COMPANY	111305		00135350	12007581 REPR PTS VARI STREET UNITS	08/16/13	232831	331.57-
MAULDIN COMPANY							
Sum							390.49-
00001 MCCAIN UNIFORMS	260686-1		00134214	12007356 FIREFIGHTER UNIFORMS	08/16/13	232833	2,778.75-
00001 MCCAIN UNIFORMS	260688-1		00134214	12007357 FIREFIGHTER UNIFORMS	08/16/13	232833	9,088.95-
00001 MCCAIN UNIFORMS	260690-1		00134214	12007358 FIREFIGHTER UNIFORMS	08/16/13	232833	9,244.20-
00001 MCCAIN UNIFORMS	260695-1		00134214	12007359 FIREFIGHTER UNIFORMS	08/16/13	232833	9,050.80-
00001 MCCAIN UNIFORMS	257491-1		00133642	12007373 UNIFORM BOOTS POLICE DEPT	08/16/13	232833	156.00-
00001 MCCAIN UNIFORMS	257802-1		00133642	12007374 UNIFORM BOOTS POLICE DEPT	08/16/13	232833	702.00-
MCCAIN UNIFORMS							
Sum							31,020.70-
00001 MCELHANEY PLUMBING INC	206743		00134332	12007191 HARDWARE SUPP 7/13 POLICE DEPT	08/16/13	232834	101.20-
00001 MCELHANEY PLUMBING INC	208822-20882		00135310	12007320 WTR FOUNTAIN TRAFF/CONST OFFC	08/16/13	232834	989.03-
MCELHANEY PLUMBING INC							
Sum							1,090.23-
00001 MCKINLEY, ALLEN	TRAV ADVANCE		00135780	12007562 TRAV ADV-STORMWATER TRAINING	08/16/13	232835	309.00-
MCKINLEY, ALLEN							
Sum							309.00-
00001 MCLAUGHLIN, KATONYA	TRAV ADVANCE		00135464	12007195 TRAV ADV-UPA TRNG CLASS JKSN	08/16/13	232836	41.00-
MCLAUGHLIN, KATONYA							
Sum							41.00-
00001 MCMULLAN EQUIPMENT CO	148838P		00134866	12007198 REPR PTS U#17579 POLICE	08/16/13	232837	387.37-
00001 MCMULLAN EQUIPMENT CO	148944P		00134866	12007199 REPR PTS U#17574 POLICE	08/16/13	232837	387.37-
00001 MCMULLAN EQUIPMENT CO	34429111		00135530	12007266 REPRS POLICE UNIT	08/16/13	232837	16.98-
00001 MCMULLAN EQUIPMENT CO	149106P		00135338	12007474 REPR PTS U#13048 STREET	08/16/13	232837	86.25-
00001 MCMULLAN EQUIPMENT CO	149089P		00135338	12007475 REPR PTS U#18555 STREET	08/16/13	232837	268.00-
00001 MCMULLAN EQUIPMENT CO	345222		00135443	12007561 REPRS U#14516 FIRE DEPT	08/16/13	232837	1,161.64-
MCMULLAN EQUIPMENT CO							
Sum							2,307.61-
00001 MEGAGATE	205876-00 7/		00135660	12007369 INET/NETWORK 8/13 INFO TECH	08/16/13	232838	13,573.45-
MEGAGATE							
Sum							13,573.45-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 METRO CRIMESTOPPERS INC	CITY COURT C	02013653	12007125	CITY COURT COSTS 7/13	08/02/13	17982	935.74-
METRO CRIMESTOPPERS INC Sum							935.74-
00001 MID SOUTH GLASS INC	0039218	00135147	12007484	WINDOW REPR-VANDALS-CONSTR	08/16/13	232839	207.50-
MID SOUTH GLASS INC Sum							207.50-
00001 MIKE'S TIRE & WHEEL CO	2168997	00135501	12007582	REPR PTS U#16201 STREET	08/16/13	232840	120.96-
MIKE'S TIRE & WHEEL CO Sum							120.96-
00001 MISS MISSISSIPPI CORP	2013 SPONSOR	00132099	12007242	2013 SPONSORSHIP AD K PAGE	08/16/13	232844	300.00-
MISS MISSISSIPPI CORP Sum							300.00-
00001 MISSISSIPPI DEVELOPMENT	REG-RODGERS	00135611	12007297	REG-RODGERS-ENERGY CODE TRNG	08/16/13	232845	100.00-
MISSISSIPPI DEVELOPMENT Sum							100.00-
00001 MITCHELL TOOL SALES & SE	87536	00135478	12007332	HAND TOOLS-SHOP	08/16/13	232846	58.99-
00001 MITCHELL TOOL SALES & SE	87668	00135671	12007538	DRILL BIT SETS-ELECTRICIAN	08/16/13	232846	199.98-
MITCHELL TOOL SALES & SE Sum							258.97-
00001 MOLLY MAID	SERVS 8/13 C	00135469	12007227	SERVS 8/13 CEM/FORESTRY OFFC	08/16/13	232848	245.00-
MOLLY MAID Sum							245.00-
00001 MOORE MEDICAL	82182934I	00135175	12007161	MEDICAL SUPP P/F ACADEMY	08/16/13	232850	109.24-
MOORE MEDICAL Sum							109.24-
00001 MORGAN, C J INC	2013086	00135793	12007565	SRVS ADELINE ST SIDEWALKS	08/16/13	232852	51,645.88-
MORGAN, C J INC Sum							51,645.88-
00001 MOTORCYCLE GEAR	PO#135554 8/	00135554	12007289	CLUTCH REPR U#19108 POLICE	08/16/13	232855	383.85-
MOTORCYCLE GEAR Sum							383.85-
00001 MOTOROLA CUSTOMER CONNEC	13970440	00135254	12007267	BATTERIES NEW PORTABLE RADIOS	08/16/13	232856	11,687.50-
MOTOROLA CUSTOMER CONNEC Sum							11,687.50-
00001 MS ASSN OF CODE ENFORCEM	REG-JACKSON	00135692	12007470	REG-JACKSON-CONF-BRANDON	08/16/13	232858	50.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 16, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 MS ASSN OF CODE ENFORCEM	REG-QUINN 10	00135692	12007471	REG-QUINN CONF BRANDON	08/16/13	232858	50.00-
MS ASSN OF CODE ENFORCEM Sum							100.00-
00001 MS DEPT OF INFORMATION T	6011SH190160	00134989	12007229	CREDIT	08/16/13	232859	42.00
00001 MS DEPT OF INFORMATION T	IN 601 COZ27	02013659	12007230	NCIC MAINT 7/13 POLICE DEPT	08/16/13	232859	224.00-
00001 MS DEPT OF INFORMATION T	IN 601 COH19	02013662	12007231	LONG DIST 7/13 VARI DEPTS	08/16/13	232859	13,413.76-
MS DEPT OF INFORMATION T Sum							13,595.76-
00001 MS EMBROIDERY COMPANY	9081	00135662	12007375	CLOTH ALLOW-RICHARDSON-POLICE	08/16/13	232860	20.00-
MS EMBROIDERY COMPANY Sum							20.00-
00001 MS FIRE & SAFETY OF HBUR	35157	00134337	12007206	EXTINGUISHER SERV TRAFF DEPT	08/16/13	232861	145.00-
00001 MS FIRE & SAFETY OF HBUR	35661	00134337	12007207	NEW EXTINGUISHERS TRAFF/CONST	08/16/13	232861	178.00-
00001 MS FIRE & SAFETY OF HBUR	35209	00135697	12007477	RECHARGE EXTINGUISHER GO&FS	08/16/13	232861	68.00-
00001 MS FIRE & SAFETY OF HBUR	35804	00135697	12007478	NEW EXTINGUISHERS GO&FS	08/16/13	232861	218.00-
MS FIRE & SAFETY OF HBUR Sum							609.00-
00001 MS MUSIC INC	670825	00135102	12007379	WIRELESS HEADSET ASSEMBLY RM	08/16/13	232862	449.00-
MS MUSIC INC Sum							449.00-
00001 MS POWER COMPANY	8/13 GENERAL	00201321	12007542	MNTHLY ELEC-GENERAL	08/16/13	232863	15,261.90-
MS POWER COMPANY Sum							15,261.90-
00001 MS STATE DEVELOPMENT AUT	GRANT#R-103-	02013706	12007521	HCL LEVERAGE LENDER LLC	08/13/13	18015	10,117.67-
MS STATE DEVELOPMENT AUT Sum							10,117.67-
00001 MS STATE/TREASURER/FINAN		02013654	12007124		08/02/13	17981	52,011.08-
MS STATE/TREASURER/FINAN Sum							52,011.08-
00001 MYERS UNDERGROUND UTILIT	14231	00134775	12007541	PART PYMT MCCALL ST DRAINAGE	08/16/13	232867	66,625.40-
00001 MYERS UNDERGROUND UTILIT	APPL#2 WEST	00135798	12007566	SRVS 6/26-7/26 W 5TH ST DRNGE	08/16/13	232867	34,167.06-
MYERS UNDERGROUND UTILIT Sum							100,792.46-
00001 N & H ELECTRONIC DISTRIB	119185	00135324	12007259	ELEC SUPP POLICE DEPT LOBBY	08/16/13	232869	124.35-
N & H ELECTRONIC DISTRIB Sum							124.35-
00001 NAPA AUTO PARTS	493582	00135444	12007204	SUPP FIRE MECHANIC SHOP	08/16/13	232870	83.14-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 NAPA AUTO PARTS	493437	00135352	12007326	REPR PTS U#18907 STREET	08/16/13	232870	69.99-
00001 NAPA AUTO PARTS	492567	00134758	12007341	REPR PTS SANIT STOCK	08/16/13	232870	104.13-
00001 NAPA AUTO PARTS	492566	00134771	12007342	REPR PTS SANIT STOCK	08/16/13	232870	160.00-
00001 NAPA AUTO PARTS	493536	00135407	12007467	REPR PTS U#11353 FIRE DEPT	08/16/13	232870	89.58-
NAPA AUTO PARTS Sum							506.84-
00001 NATIONAL STORM WATER CEN	13-1741 MCKI	00135782	12007563	REG-MCKINLEY 8/20-22/13	08/16/13	232871	824.00-
NATIONAL STORM WATER CEN Sum							824.00-
00001 NATL DIAMOND INC GOV BUS	030030	00135371	12007473	ASPHALT BLADES TRAFFIC DEPT	08/16/13	232872	1,000.00-
NATL DIAMOND INC GOV BUS Sum							1,000.00-
00001 NEEL-SCHAFFER INC	1011719-99-F	00135740	12007534	SRVS 6/13 FACILITY DUDE SETUP	08/16/13	232875	539.98-
00001 NEEL-SCHAFFER INC	1011719-99 D	00135758	12007535	SRVS 6/13 MARSHALL DURBIN RVW	08/16/13	232875	79.46-
NEEL-SCHAFFER INC Sum							619.44-
00001 NEWELL PAPER COMPANY	567821	00135231	12007147	FINGERPRINTING GLOVES-RECORDS	08/16/13	232877	88.92-
00001 NEWELL PAPER COMPANY	568856	00135535	12007488	JANIT SUPP AIRPORT MAINT	08/16/13	232877	81.69-
00001 NEWELL PAPER COMPANY	569015	00134869	12007540	JANIT SUPP POLICE DEPT	08/16/13	232877	104.50-
NEWELL PAPER COMPANY Sum							275.11-
00001 NORFOLK SOUTHERN CORP	90090090	00135641	12007395	8/13 LEASE RR ST PK LOT	08/16/13	232881	1,402.10-
NORFOLK SOUTHERN CORP Sum							1,402.10-
00001 NORTHERN SAFETY & INDUST	100278220	00132473	12007560	SCENE LIGHT KIT-TASKFORCE	08/16/13	232882	4,146.67-
NORTHERN SAFETY & INDUST Sum							4,146.67-
00001 NOTEPAGE, INC	I7695	00135222	12007286	EQUIP-PAGE SYSTEM POLICE DEPT	08/16/13	232883	200.00-
NOTEPAGE, INC Sum							200.00-
00001 O'REILLY AUTO PARTS	0943-393885	00135280	12007148	REPR PTS POLICE STOCK	08/16/13	232884	284.84-
00001 O'REILLY AUTO PARTS	0943-394310	00135319	12007171	REPR PTS U#11353 FIRE DEPT	08/16/13	232884	139.84-
00001 O'REILLY AUTO PARTS	0943-394948	00135450	12007205	REPR PTS U#13932 FIRE DEPT	08/16/13	232884	139.84-
O'REILLY AUTO PARTS Sum							564.52-
00001 OFFICE DEPOT INC	668195001001	00135077	12007201	WIRELESS LASER P/F ACADEMY	08/16/13	232885	249.95-
00001 OFFICE DEPOT INC	668195000001	00135077	12007202	PRINTERS P/F ACADEMY	08/16/13	232885	599.95-
00001 OFFICE DEPOT INC	668583264001	00135203	12007269	FLOOR MATS FIRE DEPT	08/16/13	232885	128.90-
00001 OFFICE DEPOT INC	667318656001	00134965	12007283	OFFICE SUPP PLANNING DEPT	08/16/13	232885	358.98-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 OFFICE DEPOT INC	669575034001	00135398	12007456	COMPUTER SUPP MPO DEPT	08/16/13	232885	86.92-
00001 OFFICE DEPOT INC	669680120001	00135411	12007490	OFFICE SUPP CEMETERY	08/16/13	232885	40.59-
00001 OFFICE DEPOT INC	1597487014	00134965	12007539	OFFICE SUPP PLANNING DEPT	08/16/13	232885	35.88-
OFFICE DEPOT INC Sum							1,501.17-
00001 ORION PLANNING GROUP	INVOICE #13	00135388	12007133	SERVS 4/13 LAND CODE UPDATE	08/16/13	232887	1,645.00-
00001 ORION PLANNING GROUP	INVOICE #14	00135388	12007134	SERVS 5/13 LAND CODE UPDATE	08/16/13	232887	1,820.00-
00001 ORION PLANNING GROUP	#16	00135599	12007284	SERVS 5/13 LAND CODE UPDATE	08/16/13	232887	3,675.00-
ORION PLANNING GROUP Sum							7,140.00-
00001 OVERHEAD DOOR CO OF HBUR	64097	00134004	12007272	BAY DOOR REPR #4 FIRE STA	08/16/13	232888	1,948.00-
OVERHEAD DOOR CO OF HBUR Sum							1,948.00-
00001 PASTRY GARDEN AT GORDON	PO#135171 7/	00135171	12007143	REFRSHMNTS MPO MEETING 7/24	08/16/13	232890	159.00-
PASTRY GARDEN AT GORDON Sum							159.00-
00001 PEANUTS TOWING SERVICE	63929	00135584	12007290	TOWING CRIME SCENE VEHICLE	08/16/13	232891	100.00-
00001 PEANUTS TOWING SERVICE	63875	00135584	12007291	TOWING CRIME SCENE VEHICLE	08/16/13	232891	100.00-
PEANUTS TOWING SERVICE Sum							200.00-
00001 PEARL RIVER VALLEY EPA (	102100005 8/	00201321	12007493	MNTHLY 8/13 #8 FIRE STA	08/16/13	232892	917.40-
00001 PEARL RIVER VALLEY EPA (	8/13 GENERAL	00201321	12007494	MNTHLY 8/13 PUBLIC SERVICES	08/16/13	232892	5,203.48-
PEARL RIVER VALLEY EPA (Sum							6,120.88-
00001 PEARSON VUE	0008-7607-43	00135608	12007298	ELEC EXAM-JORDAN 8/8/13 JKSN	08/16/13	232893	160.00-
PEARSON VUE Sum							160.00-
00001 PINE BELT OIL COMPANY IN	POLICE 7/1-7	00135458	12007196	MINIT MART CIGS 7/13 POLICE	08/16/13	232895	5,865.47-
00001 PINE BELT OIL COMPANY IN	FIRE 7/1-7/3	00135458	12007197	MINIT MART CIGS 7/13 FIRE	08/16/13	232895	1,673.54-
00001 PINE BELT OIL COMPANY IN	1004524	00135488	12007282	WEEKLY GAS,DIESEL PUB WORKS	08/16/13	232895	26,996.27-
00001 PINE BELT OIL COMPANY IN	706998	00135595	12007327	GAS CARDS PUB WORKS DEPT	08/16/13	232895	515.28-
00001 PINE BELT OIL COMPANY IN	1014431	00135516	12007365	WEEKLY GASOLINE PUBLIC WORKS	08/16/13	232895	14,129.43-
00001 PINE BELT OIL COMPANY IN	1014363	00135516	12007366	WEEKLY DIESEL PUBLIC WORKS	08/16/13	232895	12,840.13-
00001 PINE BELT OIL COMPANY IN	709495	00135499	12007587	GASOLINE CEMETERY/FORESTRY	08/16/13	232895	2,568.80-
PINE BELT OIL COMPANY IN Sum							64,588.92-
00001 PINE BELT REGIONAL SOLID	100006 7/13	00135623	12007390	REFUSE DISPOSAL 7/13 SANIT	08/16/13	232896	1,360.52-
PINE BELT REGIONAL SOLID Sum							1,360.52-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 PITTMAN AUTO TRIM	799845	00135386	12007351	SEAT/LINER REPR U#14690 CEM	08/16/13	232898	350.00-
PITTMAN AUTO TRIM Sum							350.00-
00001 PIZZA HUT (REFUNDS)	PRIVILEGE TA	02013669	12007496	PRIVILEGE TAX REFUND	08/16/13	232901	6.00-
PIZZA HUT (REFUNDS) Sum							6.00-
00001 PRO TRAVEL INC	US/GGWSE3 TH	00135519	12007262	THOMPSON 9/15-18 VIC ADM CNF	08/16/13	232905	412.60-
00001 PRO TRAVEL INC	US/GGWSE3 WA	00135519	12007263	WALTERS 9/15-18 VIC ADM CNF	08/16/13	232905	412.60-
PRO TRAVEL INC Sum							825.20-
00001 PRUITT GROUP, THE	LOBBY RETAIN	00135436	12007146	LOBBYING RETAINER FEE 8/13	08/16/13	232906	3,000.00-
PRUITT GROUP, THE Sum							3,000.00-
00001 PUCKETT MACHINERY COMPAN	WOEN5344574(	00132756	12007182	GENERATOR REPR TRAIN DEPOT	08/16/13	232907	2,147.97-
00001 PUCKETT MACHINERY COMPAN	WOEN5344574(	00135369	12007183	ADDL AMT DUE PO#132756	08/16/13	232907	255.65-
00001 PUCKETT MACHINERY COMPAN	R3853402	00135202	12007364	EXCAVATOR DEBRIS RMVL TORNADO	08/16/13	232907	6,751.75-
00001 PUCKETT MACHINERY COMPAN	P05C5552578	00135672	12007583	REPR PTS U#14408 SANIT	08/16/13	232907	65.00-
PUCKETT MACHINERY COMPAN Sum							9,220.37-
00001 QUINN, WILEY	TRAV ADVANCE	00135690	12007472	TRAV ADV-MACE ED CONF-BRANDON	08/16/13	232909	301.76-
QUINN, WILEY Sum							301.76-
00001 REGIONS BANK	00321929 RFC	00135514	12007280	ANNUAL LEASE PINE ST GARAGE	08/16/13	232911	10,000.00-
REGIONS BANK Sum							10,000.00-
00001 RELIABLE WELDING & MACH	38392	00133759	12007215	STORM DRAINS DRNGE DIV	08/16/13	232912	3,048.00-
00001 RELIABLE WELDING & MACH	38393	00133815	12007216	STORM DRAIN GRATES	08/16/13	232912	3,300.00-
00001 RELIABLE WELDING & MACH	38395	00135482	12007597	REPRS U#17726 SANIT	08/16/13	232912	787.44-
00001 RELIABLE WELDING & MACH	38394	00135486	12007598	REPRS U#17721 SANIT	08/16/13	232912	817.32-
00001 RELIABLE WELDING & MACH	38397	00135601	12007599	REPRS U#16083 ST CLEAN	08/16/13	232912	1,012.50-
RELIABLE WELDING & MACH Sum							8,965.26-
00001 RHYTHM HERITAGE FOUNDATI	8/13	00135548	12007234	SPONSORSHIP	08/06/13	17992	8,000.00-
RHYTHM HERITAGE FOUNDATI Sum							8,000.00-
00001 RICOH CORP	5026925180	00135558	12007287	COPY OVERAGE 4/21-7/22 I TECH	08/16/13	232914	223.42-
RICOH CORP Sum							223.42-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 RJ YOUNG COMPANY	354767	00135347	12007165	COPIER 6/26-7/26 P/F ACADEMY	08/16/13	232916	278.00-
00001 RJ YOUNG COMPANY	354776	00135368	12007175	COPIER 5/28-7/28 ENGR DEPT	08/16/13	232916	348.30-
00001 RJ YOUNG COMPANY	347320	00135541	12007251	COPIER 5/28-6/28 PLANNING	08/16/13	232916	390.00-
00001 RJ YOUNG COMPANY	352591	00135592	12007285	COPIER 6/28-7/28 PLANNING	08/16/13	232916	390.00-
RJ YOUNG COMPANY Sum							1,406.30-
00001 RYAN MOTORS INC	197077	00135275	12007149	KEYS U#16414 POLICE DEPT	08/16/13	232919	31.35-
RYAN MOTORS INC Sum							31.35-
00001 SCHOOL AND CARNIVAL SUPP	388972	00135421	12007243	SUPPLIES NIGHT OUT KICK OFF	08/16/13	232922	149.86-
SCHOOL AND CARNIVAL SUPP Sum							149.86-
00001 SCOTTS HYDRAULIC SERVICE	15528	00135604	12007554	REPRS U#14409 SANIT	08/16/13	232924	850.04-
SCOTTS HYDRAULIC SERVICE Sum							850.04-
00001 SHOWS DEARMAN & WAITS IN	17575	00135745	12007536	SRVS 6/13 DEBRIS-TORNADO	08/16/13	232926	7,580.00-
00001 SHOWS DEARMAN & WAITS IN	17573	00135751	12007537	SRVS 6/23-7/27 EMER DRNGE PRJ	08/16/13	232926	6,770.00-
00001 SHOWS DEARMAN & WAITS IN	17592	00135789	12007564	SRVS 6/23-7/27 5TH ST DRNGE	08/16/13	232926	4,605.00-
SHOWS DEARMAN & WAITS IN Sum							18,955.00-
00001 SOUTH MS EMERGENCY PHYSI	123650561/27	00135586	12007312	SERV 6/8/13 WEST-PRISONER	08/16/13	232932	512.00-
00001 SOUTH MS EMERGENCY PHYSI	124296735/27	00135586	12007313	SERV 6/6/13 CLARK-PRISONER	08/16/13	232932	763.00-
00001 SOUTH MS EMERGENCY PHYSI	122479498/27	00135586	12007314	SERV 5/4/13 POPE-PRISONER	08/16/13	232932	763.00-
SOUTH MS EMERGENCY PHYSI Sum							2,038.00-
00001 SOUTHERN BEVERAGE (BAD C	DANIEL WALLE	02013699	12007591	MERCHANT FEE & FINE	08/16/13	232934	50.00-
SOUTHERN BEVERAGE (BAD C Sum							50.00-
00001 SOUTHERN PINE ELECTRIC P	8/13 GENERAL	00201321	12007492	MNTHLY 8/13 PUBLIC SERVICES	08/16/13	232935	1,253.23-
SOUTHERN PINE ELECTRIC P Sum							1,253.23-
00001 SOUTHERN PINES ANIMAL SH	9/13	00135467	12007225	HANDLING,HOUSING 9/13	08/16/13	232936	9,374.00-
SOUTHERN PINES ANIMAL SH Sum							9,374.00-
00001 SOUTHERN PIPE & SUPPLY C	6838402-00	00135051	12007193	A/C REPR PTS TRAIN DEPOT	08/16/13	232937	439.00-
00001 SOUTHERN PIPE & SUPPLY C	6828012-00	00135261	12007370	HAND SOAP TRAIN DEPOT	08/16/13	232937	255.70-
00001 SOUTHERN PIPE & SUPPLY C	6870905-00	00135659	12007556	HVAC PARTS AIRPORT MAINT	08/16/13	232937	153.28-
00001 SOUTHERN PIPE & SUPPLY C	6870946-00	00135629	12007557	A/C THERMOSTAT CEM OFFICE	08/16/13	232937	32.64-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SOUTHERN PIPE & SUPPLY C							
Sum							880.62-
00001 SOUTHERN TIRE MART LLC	11077479	00135412	12007295	TIRES U#18100 FIRE DEPT	08/16/13	232938	2,808.60-
00001 SOUTHERN TIRE MART LLC	11077715	00135563	12007576	TIRES U#15064 FIRE DEPT	08/16/13	232938	1,306.52-
SOUTHERN TIRE MART LLC							
Sum							4,115.12-
00001 SOUTHERN TRACTOR (H'BURG	4464122	00134107	12007210	REPR PTS U#6248 STREET	08/16/13	232939	435.74-
00001 SOUTHERN TRACTOR (H'BURG	PO#135494 8/	00135494	12007464	TRACTOR/MOWER LAKEVIEW/ACDMY	08/16/13	232939	19,720.48-
SOUTHERN TRACTOR (H'BURG							
Sum							20,156.22-
00001 STANDARD OFFICE SUPPLY C	0036113-001	00134678	12007192	OFFICE SUPP CITY CLERK	08/16/13	232942	34.18-
00001 STANDARD OFFICE SUPPLY C	0036581-001	00135182	12007228	OFFICE SUPP PK OPER	08/16/13	232942	245.94-
00001 STANDARD OFFICE SUPPLY C	0037035-001	00135404	12007525	CHECK PAPER HUMAN RES	08/16/13	232942	430.00-
00001 STANDARD OFFICE SUPPLY C	0037031-001	00135687	12007545	OFFICE SUPP CITY COUNCIL	08/16/13	232942	291.14-
STANDARD OFFICE SUPPLY C							
Sum							1,001.26-
00001 STATE FIRE ACADEMY	20944 BRYANT	00135391	12007169	REG-BRYANT-ROPE RESCUE CLASS	08/16/13	232943	60.00-
00001 STATE FIRE ACADEMY	20944 FREDER	00135391	12007170	REG-FREDERICKS-ROPE RESCUE	08/16/13	232943	60.00-
STATE FIRE ACADEMY							
Sum							120.00-
00001 STRIBLING EQUIPMENT CO L	RS006012746:	00134997	12007214	REPRS U#15515 STREET	08/16/13	232947	1,545.80-
STRIBLING EQUIPMENT CO L							
Sum							1,545.80-
00001 SUNBELT FIRE INC	80667	00135561	12007577	REPR PTS U#15064 FIRE DEPT	08/16/13	232949	1,938.70-
00001 SUNBELT FIRE INC	CM72736	00135561	12007589	CREDIT	08/16/13	232949	184.89
SUNBELT FIRE INC							
Sum							1,753.81-
00001 TEST-CALIBRATION COMPANY	42115	00135139	12007172	REPR PTS U#11353 FIRE DEPT	08/16/13	232951	726.08-
TEST-CALIBRATION COMPANY							
Sum							726.08-
00001 THYSSENKRUPP ELEVATOR CO	3000655518	00135661	12007394	8/13 MAINT PINE ST GARAGE	08/16/13	232954	410.45-
THYSSENKRUPP ELEVATOR CO							
Sum							410.45-
00001 TLO LLC	362606 8/01/	00135534	12007261	ONLINE SEARCHES 7/13 POLICE	08/16/13	232955	110.50-
TLO LLC							
Sum							110.50-
00001 TRIPLE J CONSTRUCTION	PO#135698 8/	00135698	12007479	ASBESTOS RMVL MOBILE STREET	08/16/13	232958	500.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
TRIPLE J CONSTRUCTION							
Sum							500.00-
00001 TRUCK SERVICE & EQUIPMEN	312228	00134630	12007211	REPR PTS U#7873 STREET	08/16/13	232961	643.82-
00001 TRUCK SERVICE & EQUIPMEN	312288	00134769	12007279	REPR PTS U#11911 SANIT	08/16/13	232961	45.67-
00001 TRUCK SERVICE & EQUIPMEN	312562	00135459	12007294	REPR PTS U#13932 FIRE DEPT	08/16/13	232961	334.51-
00001 TRUCK SERVICE & EQUIPMEN	312534	00135406	12007468	REPR PTS U#11353 FIRE DEPT	08/16/13	232961	116.28-
00001 TRUCK SERVICE & EQUIPMEN	312613	00135525	12007558	BRAKE REPR U#7868 CEMETERY	08/16/13	232961	1,339.24-
00001 TRUCK SERVICE & EQUIPMEN	312631	00135680	12007559	LIGHT REPR U#78678 CEMETERY	08/16/13	232961	296.83-
TRUCK SERVICE & EQUIPMEN							
Sum							2,776.35-
00001 TRUCKS PLUS AUTO ACCESSO	26316	00135362	12007277	REPR PTS U#19101 CONSTR	08/16/13	232963	47.00-
TRUCKS PLUS AUTO ACCESSO							
Sum							47.00-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00135726	12007524	FINANCE CHARGE	08/16/13	232965	2.06-
TRUSTMARK BUSINESS CARD							
Sum							2.06-
00001 TRUSTMARK NATIONAL BANK/	18143/284011	02013658	12007130	GARB CAN LEASE DUE 8/30/13	08/02/13	17987	23,186.40-
00001 TRUSTMARK NATIONAL BANK/	#42912/27335	02013697	12007522	POLICE CARS LEASE DUE 8/17/13	08/13/13	18016	36,946.33-
TRUSTMARK NATIONAL BANK/							
Sum							60,132.73-
00001 U S POSTAL SERVICE POSTA	POSTAGE 8/13	00135438	12007145	MAIL MACH POSTAGE CITY HALL	08/16/13	232966	10,000.00-
U S POSTAL SERVICE POSTA							
Sum							10,000.00-
00001 UNDERWOOD'S SMALL ENGINE	45580	00135415	12007268	MOWER REPR PTS P/F ACADEMY	08/16/13	232968	32.00-
UNDERWOOD'S SMALL ENGINE							
Sum							32.00-
00001 UNITED FENCE COMPANY	00015579	00133931	12007396	FENCE REPR HIGHLAND CEMETERY	08/16/13	232969	1,224.91-
UNITED FENCE COMPANY							
Sum							1,224.91-
00001 UNITED PARCEL SERVICE IN	00008E1Y1530	00135532	12007264	SHIP CHGS 6/29/13 POLICE DEPT	08/16/13	232970	3.56-
UNITED PARCEL SERVICE IN							
Sum							3.56-
00001 UZOMAH, ALFRED CHIDI	NN02013	00134647	12007250	VIDEO NATL NIGHT OUT 8/1,8/6	08/16/13	232971	500.00-
UZOMAH, ALFRED CHIDI							
Sum							500.00-
00001 V F W OF THE US	PARKING SPAC	00135440	12007190	PARKING SPACES 8/13	08/16/13	232972	75.00-
V F W OF THE US							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							75.00-
00001 VONCO PRODUCTS INC	0119014	00134897	12007256	PRISONER PROPERTY ENVELOPES	08/16/13	232976	1,640.00-
VONCO PRODUCTS INC Sum							1,640.00-
00001 WASTE MANAGEMENT OF SOUT	0006787-2526	00135625	12007391	REFUSE DISPOSAL 7/16-31 SANIT	08/16/13	232980	19,489.14-
WASTE MANAGEMENT OF SOUT Sum							19,489.14-
00001 WASTE PRO HATTIESBURG	301184	00135818	12007584	RECYCLE SERVS 7/13 RESIDENTAL	08/16/13	232981	20,784.30-
00001 WASTE PRO HATTIESBURG	301565	00135818	12007585	HAUL CHARGES 7/13	08/16/13	232981	4,500.00-
WASTE PRO HATTIESBURG Sum							25,284.30-
00001 WATERS INTERNATIONAL TRU	8-232060100	00135211	12007187	REPR PTS U#12891 CEMETERY	08/16/13	232982	42.92-
00001 WATERS INTERNATIONAL TRU	232170044	00135479	12007345	REPRS U#17724 SANIT	08/16/13	232982	1,380.99-
00001 WATERS INTERNATIONAL TRU	232170046	00135483	12007346	REPRS U#17722 SANIT	08/16/13	232982	960.10-
00001 WATERS INTERNATIONAL TRU	232170042	00135487	12007347	REPRS U#14408 SANIT	08/16/13	232982	693.54-
WATERS INTERNATIONAL TRU Sum							3,077.55-
00001 WILLMUT GAS & OIL COMPAN	8/13 GENERAL	00201321	12007491	MNTHLY GAS-GENERAL	08/16/13	232989	552.93-
WILLMUT GAS & OIL COMPAN Sum							552.93-
00001 1ST SOURCE SERVALL	HD8401044	00135708	12007570	RPLCMNT ICE MAKER CEM/FORSTRY	08/16/13	232995	64.78-
1ST SOURCE SERVALL Sum							64.78-
Sum							1,857,991.30-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 AGRI-AFC LLC	1038279	00135331	12002032	HERBICIDE ALL BALLFIELDS	08/16/13	232620	420.00-
00002 AGRI-AFC LLC	1038501	00135446	12002061	ARMY WORM PESTICIDE-TATUM PK	08/16/13	232620	590.00-
AGRI-AFC LLC							
Sum							1,010.00-
00002 ALL SOUTH PORTABLE SANIT	11642	00135305	12002070	PORTALETS-TOWN/CHAIN PKS NNO	08/16/13	232622	520.00-
ALL SOUTH PORTABLE SANIT							
Sum							520.00-
00002 ALLEN, MATT	OFFICIAL 7/2	02013703	12002098	OFFICIAL-ADULT SOFTBALL	08/16/13	232625	323.00-
ALLEN, MATT							
Sum							323.00-
00002 ANOINTED HANDS CLEANING	193	00135550	12002058	SERV 8/13 GRNDS MAINT OFFICE	08/16/13	232633	250.00-
ANOINTED HANDS CLEANING							
Sum							250.00-
00002 ASHLEY FURNITURE HOMESTO	669240	00133871	12002059	FURNITURE CE ROY-TORNADO	08/16/13	232641	3,993.93-
ASHLEY FURNITURE HOMESTO							
Sum							3,993.93-
00002 AUTOMOTIVE GLASS SPECIAL	I143560	00134659	12002051	MIRRORS 9TH ST PK RESTROOMS	08/16/13	232646	42.00-
AUTOMOTIVE GLASS SPECIAL							
Sum							42.00-
00002 BEAU RIVAGE	460864796 PK	00135624	12002073	TERRELL MML CONF 7/14-18	08/16/13	232649	462.00-
BEAU RIVAGE							
Sum							462.00-
00002 BELL, DEVON	OFFICIAL 7/2	02013703	12002099	OFFICIAL-ADULT SOFTBALL	08/16/13	232650	34.00-
BELL, DEVON							
Sum							34.00-
00002 BOND, MARK	OFFICIAL 7/2	02013703	12002100	OFFICIAL-ADULT SOFTBALL	08/16/13	232657	230.00-
BOND, MARK							
Sum							230.00-
00002 BRACKMAN MOWER WAREHOUSE	0122451	00135309	12002036	WEEDEATER STRING	08/16/13	232661	197.94-
00002 BRACKMAN MOWER WAREHOUSE	0122080	00135083	12002039	WALK BEHIND MOWER	08/16/13	232661	575.00-
00002 BRACKMAN MOWER WAREHOUSE	IN0122985	00135686	12002075	REPRS U#14980 GRNDS MAINT	08/16/13	232661	42.00-
BRACKMAN MOWER WAREHOUSE							
Sum							814.94-
00002 BURKE, HOWARD	OFFICIAL 7/2	02013703	12002101	OFFICIAL-ADULT SOFTBALL	08/16/13	232666	136.00-
BURKE, HOWARD							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							136.00-
00002 BURKETT RADIATOR SHOP	62648	00134285	12002038	REPRS U#8667 GRNDS MAINT	08/16/13	232667	663.00-
BURKETT RADIATOR SHOP Sum							663.00-
00002 CAMPER CITY OF HATTIESBU	23715	00135719	12002129	MOWER TRAILER REPR	08/16/13	232670	25.00-
CAMPER CITY OF HATTIESBU Sum							25.00-
00002 CARQUEST AUTO PARTS STOR	14758-9977	00134979	12002049	REPR PTS U#9213 GRNDS MAINT	08/16/13	232673	96.20-
00002 CARQUEST AUTO PARTS STOR	14758-10139	00135209	12002054	REPR PTS U#15928 GRNDS MAINT	08/16/13	232673	41.28-
00002 CARQUEST AUTO PARTS STOR	14758-10462	00135337	12002093	REPR PTS U#8937 GRNDS MAINT	08/16/13	232673	184.57-
CARQUEST AUTO PARTS STOR Sum							322.05-
00002 CITY OF HATTIESBURG FUND	TRF 1ST 8/13	02013668	12002048	TRF 1ST 8/13 PAYROLL	08/06/13	36557	51,245.24-
CITY OF HATTIESBURG FUND Sum							51,245.24-
00002 CLEMTS HARDWARE	106694	00135301	12002050	EAR NOISE PROTECTORS	08/16/13	232686	64.00-
00002 CLEMTS HARDWARE	106702	00135445	12002076	WATER HOSE TATUM PARK MAINT	08/16/13	232686	55.99-
CLEMTS HARDWARE Sum							119.99-
00002 COMSOUTH	170660	00135180	12002055	RADIO REPR	08/16/13	232691	154.00-
00002 COMSOUTH	170659	00135417	12002056	RADIO REPR	08/16/13	232691	37.50-
COMSOUTH Sum							191.50-
00002 COOLEY, NAKITA	SPORTS SERVS	02013704	12002116	SPORTS SUPPORT SERVICES	08/16/13	232693	189.00-
COOLEY, NAKITA Sum							189.00-
00002 COPY CATS PRINTING	312700	00135293	12002035	RECYCLING FLYERS-KHB	08/16/13	232694	300.00-
COPY CATS PRINTING Sum							300.00-
00002 COURTESY MOTORS INC	403590	00135204	12002068	REPR PTS U#8667 GRNDS MAINT	08/16/13	232695	58.73-
00002 COURTESY MOTORS INC	403616	00135204	12002069	REPR PTS U#8667 GRNDS MAINT	08/16/13	232695	6.16-
COURTESY MOTORS INC Sum							64.89-
00002 CURTIS, GEORGE	SPORTS SERVS	02013704	12002117	SPORTS SUPPORT SERVICES	08/16/13	232699	147.00-
CURTIS, GEORGE Sum							147.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 CURTIS, MALCOLM	OFFICIAL 7/2	02013703	12002102	OFFICIAL-ADULT SOFTBALL	08/16/13	232700	204.00-
CURTIS, MALCOLM Sum							204.00-
00002 DIAMOND G REPAIRS	PO#135268 TA	00135268	12002071	REPR ELEC PANEL DOOR-SOCCER	08/16/13	232708	260.00-
00002 DIAMOND G REPAIRS	PO#135268 SA	00135268	12002072	REPR STEEL DOOR GATES	08/16/13	232708	1,300.00-
DIAMOND G REPAIRS Sum							1,560.00-
00002 DIXON, TIMOTHY	OFFICIAL 7/2	02013703	12002103	OFFICIAL-ADULT SOFTBALL	08/16/13	232709	323.00-
DIXON, TIMOTHY Sum							323.00-
00002 DUNAGIN PEST CONTROL(PRE	8763930	00020134	12002086	SRV 7-9/13 MAINT BLDG	08/16/13	232715	54.00-
00002 DUNAGIN PEST CONTROL(PRE	8763908	00020134	12002087	SRV 7-9/13 CARPENTER SHOP	08/16/13	232715	54.00-
00002 DUNAGIN PEST CONTROL(PRE	8763904	00020134	12002088	SRV 7-9/13 BOYS BRHOOD	08/16/13	232715	54.00-
00002 DUNAGIN PEST CONTROL(PRE	8763907	00020134	12002089	SRV 7-9/13 CAMERON FLD	08/16/13	232715	54.00-
00002 DUNAGIN PEST CONTROL(PRE	8763913	00020134	12002090	SRV 7-9/13 DAHMER POOL	08/16/13	232715	54.00-
00002 DUNAGIN PEST CONTROL(PRE	8763941	00020134	12002091	SRV 7-9/13 TATUM SOCCER	08/16/13	232715	135.00-
00002 DUNAGIN PEST CONTROL(PRE	8763943	00020134	12002092	SRV 7-9/13 TIMBERTON	08/16/13	232715	81.00-
00002 DUNAGIN PEST CONTROL(PRE	8763914	00135732	12002094	SENTRICON SERV DAHMER POOL	08/16/13	232715	56.25-
00002 DUNAGIN PEST CONTROL(PRE	8763942	00135732	12002095	SENTRICON SERV TATUM SOFTBALL	08/16/13	232715	73.75-
00002 DUNAGIN PEST CONTROL(PRE	8763929	00135732	12002096	SENTRICON SERV MAINT BLDG	08/16/13	232715	73.75-
DUNAGIN PEST CONTROL(PRE Sum							689.75-
00002 EASTERLING, ISAIAH (POLL	OFFICIAL 7/2	02013703	12002104	OFFICIAL-ADULT SOFTBALL	08/16/13	232721	170.00-
EASTERLING, ISAIAH (POLL Sum							170.00-
00002 ECONOMY SUPPLY CO	196369	00135300	12002037	METAL DOOR-VANDALS-S ANTONIO	08/16/13	232723	208.00-
00002 ECONOMY SUPPLY CO	195672	00135096	12002052	DOOR REPR SUPP SAN ANTONIO	08/16/13	232723	57.60-
00002 ECONOMY SUPPLY CO	196634	00135545	12002062	BLDG MATLS SAN ANTONIO FLD	08/16/13	232723	81.00-
ECONOMY SUPPLY CO Sum							346.60-
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 7/2	02013703	12002105	OFFICIAL-ADULT SOFTBALL	08/16/13	232727	255.00-
ESTERS, WILLARD (BUTCH) Sum							255.00-
00002 G & K SERVICES	1035397273	00135367	12002040	MATS 7/19 GRNDS MAINT	08/16/13	232756	3.40-
00002 G & K SERVICES	1035399440	00135367	12002041	MATS 7/16 GRNDS MAINT	08/16/13	232756	3.40-
00002 G & K SERVICES	1035401574	00135367	12002042	MATS 7/23 GRNDS MAINT	08/16/13	232756	3.40-
00002 G & K SERVICES	1035403724	00135367	12002043	MATS 7/30 GRNDS MAINT	08/16/13	232756	3.40-
00002 G & K SERVICES	1035397292	00135367	12002044	UNIFORMS 7/09 GRNDS MAINT	08/16/13	232756	100.18-
00002 G & K SERVICES	1035399439	00135367	12002045	UNIFORMS 7/16 GRNDS MAINT	08/16/13	232756	96.18-
00002 G & K SERVICES	1035401573	00135367	12002046	UNIFORMS 7/23 GRNDS MAINT	08/16/13	232756	96.18-
00002 G & K SERVICES	1035403723	00135367	12002047	UNIFORMS 7/30 GRNDS MAINT	08/16/13	232756	96.18-
G & K SERVICES							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							402.32-
00002 GARDNER, QUINCEY	OFFICIAL 7/2	02013703	12002106	OFFICIAL-ADULT SOFTBALL	08/16/13	232759	136.00-
GARDNER, QUINCEY Sum							136.00-
00002 INDOFF INC	2321651	00135576	12002126	OFFICE SUPP GRNDS MAINT	08/16/13	232787	302.41-
00002 INDOFF INC	2321655	00135576	12002127	OFFICE SUPP GRNDS MAINT	08/16/13	232787	76.78-
00002 INDOFF INC	2321684	00135578	12002128	OFFICE SUPP GRNDS MAINT	08/16/13	232787	41.99-
INDOFF INC Sum							421.18-
00002 IRBY, STUART C CO	S007728785.0	00134547	12002063	LIGHT BULBS TMBRTN/TATUM FLDS	08/16/13	232796	665.40-
00002 IRBY, STUART C CO	S007620463.0	00134650	12002064	ELEC SUPP-LIGHTS-TATUM PARK	08/16/13	232796	133.08-
00002 IRBY, STUART C CO	S007657558.0	00134650	12002065	ELEC SUPP-LIGHTS-TATUM PARK	08/16/13	232796	253.58-
00002 IRBY, STUART C CO	S007620463.0	00134650	12002066	ELEC SUPP-LIGHTS-TATUM PARK	08/16/13	232796	1,641.32-
00002 IRBY, STUART C CO	S007657558.0	00134650	12002067	ELEC SUPP-LIGHTS-TATUM PARK	08/16/13	232796	126.79-
IRBY, STUART C CO Sum							2,820.17-
00002 J M H GRAPHICS	24955	00134834	12002033	SHIRTS/JACKETS-EVENTS	08/16/13	232797	772.00-
J M H GRAPHICS Sum							772.00-
00002 JACKSON, ROOSEVELT III	123148	00135267	12002081	PAINT TOUCHUP SAN ANTONIO FLD	08/16/13	232799	1,400.00-
JACKSON, ROOSEVELT III Sum							1,400.00-
00002 JONES, ANN	PETTY CASH 7	00135681	12002060	PETTY CASH GRNDS MAINT	08/16/13	232805	168.23-
JONES, ANN Sum							168.23-
00002 KETTLEY, ANNETTE	SPORTS SERVS	02013704	12002118	SPORTS SUPPORT SERVICES	08/16/13	232810	175.00-
KETTLEY, ANNETTE Sum							175.00-
00002 KEYS, MECHEKA	SPORTS SERVS	02013704	12002119	SPORTS SUPPORT SERVICES	08/16/13	232811	210.00-
KEYS, MECHEKA Sum							210.00-
00002 KIRKSEY, NANCY JONES	SPORTS SERVS	02013704	12002120	SPORTS SUPPORT SERVICES	08/16/13	232815	250.00-
KIRKSEY, NANCY JONES Sum							250.00-
00002 LADD'S	2054742	00135523	12002077	SOD CUTTER WHEELS	08/16/13	232821	213.31-
LADD'S Sum							213.31-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 LANCASTER'S MACHINE & WE	21361	00135390	12002057	REPR MOWER U#16977	08/16/13	232823	180.00-
LANCASTER'S MACHINE & WE Sum							180.00-
00002 MCMULLAN EQUIPMENT CO	149126P	00135338	12002074	REPR PTS U#13130 GRNDS MAINT	08/16/13	232837	170.81-
MCMULLAN EQUIPMENT CO Sum							170.81-
00002 MIKE'S TIRE & WHEEL CO	2169069	00135640	12002078	TIRE REPR U#14980	08/16/13	232840	13.29-
00002 MIKE'S TIRE & WHEEL CO	2169091	00135678	12002079	TRAILER TIRES GRNDS MAINT	08/16/13	232840	200.40-
00002 MIKE'S TIRE & WHEEL CO	2169121	00135679	12002080	TIRES U#16048 GRNDS MAINT	08/16/13	232840	437.70-
MIKE'S TIRE & WHEEL CO Sum							651.39-
00002 MILLER, CLIFF	OFFICIAL 7/2	02013703	12002107	OFFICIAL-ADULT SOFTBALL	08/16/13	232841	238.00-
MILLER, CLIFF Sum							238.00-
00002 MINGO, DEMYRON MANDELA	OFFICIAL 7/2	02013703	12002108	OFFICIAL-ADULT SOFTBALL	08/16/13	232843	289.00-
MINGO, DEMYRON MANDELA Sum							289.00-
00002 MS POWER COMPANY	8/13 PARKS/R	00201321	12002097	MNTHLY ELEC-PARKS & REC	08/16/13	232863	2,596.74-
MS POWER COMPANY Sum							2,596.74-
00002 NOON DAY OPTIMIST CLUB-D	DIXIE BOYS 2	00135817	12002131	AMENDED 2013 DIXIE BOYS	08/16/13	232880	4,000.00-
NOON DAY OPTIMIST CLUB-D Sum							4,000.00-
00002 PIONEER MANUFACTURING CO	INV486919	00135313	12002130	BALLFIELD MARKING PAINT	08/16/13	232897	4,629.00-
PIONEER MANUFACTURING CO Sum							4,629.00-
00002 POWELL, RANDY	SPORTS SERVS	02013704	12002121	SPORTS SUPPORT SERVICES	08/16/13	232904	280.00-
POWELL, RANDY Sum							280.00-
00002 SIMPSON, LYNN	OFFICIAL 7/2	02013703	12002109	OFFICIAL-ADULT SOFTBALL	08/16/13	232927	51.00-
SIMPSON, LYNN Sum							51.00-
00002 SIMPSON, NELDA	SPORTS SERVS	02013704	12002122	SPORTS SUPPORT SERVICES	08/16/13	232928	21.00-
SIMPSON, NELDA Sum							21.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 SOUTHERN ATHLETIC FIELDS	33231	00135004	12002034	INFIELD CONDITIONER TATUM BB	08/16/13	232933	400.00-
SOUTHERN ATHLETIC FIELDS Sum							400.00-
00002 SOUTHERN PIPE & SUPPLY C	6854505-00	00135489	12002053	WATER COOLER SAN ANTONIO FLD	08/16/13	232937	437.07-
SOUTHERN PIPE & SUPPLY C Sum							437.07-
00002 TROTTER, COREY	OFFICIAL 7/2	02013703	12002110	OFFICIAL-ADULT SOFTBALL	08/16/13	232959	527.00-
TROTTER, COREY Sum							527.00-
00002 TROTTER, WILLIE	OFFICIAL 7/2	02013703	12002111	OFFICIAL-ADULT SOFTBALL	08/16/13	232960	68.00-
TROTTER, WILLIE Sum							68.00-
00002 TRUSSELL, JAY	OFFICIAL 7/2	02013703	12002112	OFFICIAL-ADULT SOFTBALL	08/16/13	232964	85.00-
TRUSSELL, JAY Sum							85.00-
00002 VARNADO, ALEXZANDRIA	SPORTS SERVS	02013704	12002123	SPORTS SUPPORT SERVICES	08/16/13	232973	154.00-
VARNADO, ALEXZANDRIA Sum							154.00-
00002 VARNADO, UNDRA	SPORTS SERVS	02013704	12002124	SPORTS SUPPORT SERVICES	08/16/13	232974	273.00-
VARNADO, UNDRA Sum							273.00-
00002 VINEYARD, WILLIAM	OFFICIAL 7/2	02013703	12002115	OFFICIAL-ADULT SOFTBALL	08/16/13	232975	204.00-
VINEYARD, WILLIAM Sum							204.00-
00002 WALKER, TEDDRIC	OFFICIAL 7/2	02013703	12002113	OFFICIAL-ADULT SOFTBALL	08/16/13	232977	340.00-
WALKER, TEDDRIC Sum							340.00-
00002 WALLEY, DEVIN	OFFICIAL 7/2	02013703	12002114	OFFICIAL-ADULT SOFTBALL	08/16/13	232978	85.00-
WALLEY, DEVIN Sum							85.00-
00002 WHEELER, CURTIS	SPORTS SERVS	02013704	12002125	SPORTS SUPPORT SERVICES	08/16/13	232987	245.00-
WHEELER, CURTIS Sum							245.00-
00002 WILLMUT GAS & OIL COMPAN	8/13 PKS/REC	00201321	12002082	MNTHLY GAS-PARKS & REC	08/16/13	232989	23.84-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WILLMUT GAS & OIL COMPAN							
Sum							23.84-
Sum							87,548.95

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
HATT.MUNICIPAL FIRE PROTECTION							
00005 TRUSTMARK NATIONAL BANK/	ACT#00028401	00000689	12000052	FIRE TRUCK LEASE NOTE 33523	08/09/13	21688	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 TRANSAMERICA LIFE	BURIAL INS P	02013198	12000718	BURIAL INS PREMIUM	08/07/13	17995	447.07-
TRANSAMERICA LIFE Sum							447.07-
00006 UNITED HEALTHCARE INS CO	08/2013	02013199	12000717	PREMIUM DUE 8/2013 COVERAGE	08/07/13	17994	3,298.82-
UNITED HEALTHCARE INS CO Sum							3,298.82-
Sum							3,745.89-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 AUTO ARMATURE SERVICE IN	9513	00135364	12001562	BATTERY U#13512 TRANS	08/16/13	232644	95.95-
00009 AUTO ARMATURE SERVICE IN	9725	00135495	12001567	ALTERNATOR U#9223 PLANT	08/16/13	232644	99.95-
00009 AUTO ARMATURE SERVICE IN	9634	00135693	12001596	ALTERNATOR U#13081 LAGOON	08/16/13	232644	209.95-
AUTO ARMATURE SERVICE IN Sum							405.85-
00009 AUTOMOTIVE GLASS SPECIAL	I143665	00134707	12001583	GLASS/SILICONE WAREHOUSE SHOP	08/16/13	232646	21.00-
AUTOMOTIVE GLASS SPECIAL Sum							21.00-
00009 BEAU RIVAGE	460864796 W&	00135624	12001587	BOUTWELL MML CONF 7/14-18	08/16/13	232649	462.00-
BEAU RIVAGE Sum							462.00-
00009 BOBCAT OF HBURG (SEE EQU	165500192	00133935	12001563	REPRS U#14238 TRANS	08/16/13	232655	2,384.36-
00009 BOBCAT OF HBURG (SEE EQU	165500192(B)	00135221	12001564	ADDL AMT PO#133935	08/16/13	232655	2,070.18-
BOBCAT OF HBURG (SEE EQU Sum							4,454.54-
00009 BONNER ANALYTICAL TESTIN	53027	00135392	12001545	BOIL WATER SAMPLES VARI LOC	08/16/13	232658	159.00-
00009 BONNER ANALYTICAL TESTIN	53105	00135598	12001568	BOIL WTR SAMPLES BUSCHMAN ST	08/16/13	232658	159.00-
BONNER ANALYTICAL TESTIN Sum							318.00-
00009 BROADWAY DRIVE TIRE	088296	00135087	12001651	TIRES U#13081 SEWER	08/16/13	232663	274.88-
BROADWAY DRIVE TIRE Sum							274.88-
00009 CARQUEST AUTO PARTS STOR	14758-9972	00135093	12001557	REPR PTS U#13081 SEWER DEPT	08/16/13	232673	128.20-
00009 CARQUEST AUTO PARTS STOR	14758-9970	00135107	12001558	REPR PTS U#14712 TRANS DEPT	08/16/13	232673	34.42-
00009 CARQUEST AUTO PARTS STOR	14758-9971	00135107	12001559	REPR PTS U#13081 TRANS DEPT	08/16/13	232673	33.99-
00009 CARQUEST AUTO PARTS STOR	14758-10140	00135209	12001560	REPR PTS U#11060 TRANS	08/16/13	232673	33.99-
00009 CARQUEST AUTO PARTS STOR	14758-11016	00135536	12001561	REPR PTS U#11211 WTR OFFICE	08/16/13	232673	280.49-
00009 CARQUEST AUTO PARTS STOR	14758-11164	00135618	12001649	REPR PTS U#15523 SEWER	08/16/13	232673	224.42-
CARQUEST AUTO PARTS STOR Sum							735.51-
00009 CENTRAL PIPE SUPPLY INC	R91681	00134743	12001538	PLUMB SUPP TRANS STOCK	08/16/13	232677	832.10-
00009 CENTRAL PIPE SUPPLY INC	R92571	00134743	12001539	PLUMB SUPP TRANS STOCK	08/16/13	232677	466.50-
00009 CENTRAL PIPE SUPPLY INC	R93005	00135131	12001570	PLUMB SUPP SEWER DEPT	08/16/13	232677	241.80-
00009 CENTRAL PIPE SUPPLY INC	R93004	00135378	12001571	PLUMB SUPP SEWER DEPT	08/16/13	232677	450.00-
00009 CENTRAL PIPE SUPPLY INC	R92385	00135131	12001575	PLUMB SUPP SEWR DEPT	08/16/13	232677	201.50-
00009 CENTRAL PIPE SUPPLY INC	R92957	00135131	12001576	CREDIT	08/16/13	232677	201.50
00009 CENTRAL PIPE SUPPLY INC	R91627	00134562	12001578	PLUMB SUPP TRANS STOCK	08/16/13	232677	783.22-
00009 CENTRAL PIPE SUPPLY INC	R93245	00134562	12001579	PLUMB SUPP TRANS STOCK	08/16/13	232677	22.60-
CENTRAL PIPE SUPPLY INC Sum							2,796.22-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009 CERTIFIED LABORATORIES	1198135	00135432	12001592	CHEMICALS SEWER DEPT	08/16/13	232678	23,141.00-
CERTIFIED LABORATORIES Sum							23,141.00-
00009 CINTAS FIRST AID J71	OJ71110548	00135387	12001586	MEDICAL SUPP-LAGOON	08/16/13	232681	224.32-
CINTAS FIRST AID J71 Sum							224.32-
00009 CITY OF HATTIESBURG FUND	TRF 1ST 8/13	02013668	12001556	TRF 1ST 8/13 PAYROLL	08/06/13	21687	76,224.76-
CITY OF HATTIESBURG FUND Sum							76,224.76-
00009 COBURN'S SUPPLY CO INC	606106717	00135480	12001588	PLUMB SUPP TRANS STOCK	08/16/13	232687	848.13-
COBURN'S SUPPLY CO INC Sum							848.13-
00009 CONTROL SYSTEMS INC	47566	00135553	12001584	SERV CALL FORREST GEN TANK	08/16/13	232692	1,956.56-
00009 CONTROL SYSTEMS INC	47679	00135822	12001648	REPRS PLT#1/WESLEY TANK	08/16/13	232692	1,081.92-
CONTROL SYSTEMS INC Sum							3,038.48-
00009 DELTA FOREMOST CHEMICAL	947294	00135205	12001569	PUMP TRUCK CLEANING SUPP-SWR	08/16/13	232706	240.00-
00009 DELTA FOREMOST CHEMICAL	947294 FRT	00135500	12001573	FREIGHT CHGS PO#135205	08/16/13	232706	70.00-
DELTA FOREMOST CHEMICAL Sum							310.00-
00009 DEVINEY EQUIPMENT	IV04244	00135240	12001581	REPRS U#16050 TRANS	08/16/13	232707	939.78-
DEVINEY EQUIPMENT Sum							939.78-
00009 DUNAGIN PEST CONTROL(PRE	8751741	00135396	12001533	SENTRICON SERV WATER OFFICE	08/16/13	232715	73.75-
00009 DUNAGIN PEST CONTROL(PRE	8763948	00020134	12001603	SRV 7-9/13 WATER OFFICE	08/16/13	232715	54.00-
00009 DUNAGIN PEST CONTROL(PRE	8763945	00020134	12001604	SRV 7-9/13 PLT-LOWER	08/16/13	232715	54.00-
00009 DUNAGIN PEST CONTROL(PRE	8763946	00020134	12001605	SRV 7-9/13 PLT-UPPER	08/16/13	232715	54.00-
00009 DUNAGIN PEST CONTROL(PRE	8763949	00020134	12001606	SRV 7-9/13 PLT-JAMES	08/16/13	232715	56.70-
00009 DUNAGIN PEST CONTROL(PRE	8763905	00020134	12001607	SRV 7-9/13 BURKETT STA	08/16/13	232715	45.00-
00009 DUNAGIN PEST CONTROL(PRE	8763916	00020134	12001608	SRV 7-9/13 E LAUREL STA	08/16/13	232715	45.00-
00009 DUNAGIN PEST CONTROL(PRE	8763932	00020134	12001609	SRV 7-9/13 N LAGOON	08/16/13	232715	45.00-
DUNAGIN PEST CONTROL(PRE Sum							427.45-
00009 G & K SERVICES	1035395145	00135731	12001612	UNIFORMS 7/02 TRANS	08/16/13	232756	39.60-
00009 G & K SERVICES	1035397275	00135731	12001613	UNIFORMS 7/09 TRANS	08/16/13	232756	49.86-
00009 G & K SERVICES	1035399442	00135731	12001614	UNIFORMS 7/16 TRANS	08/16/13	232756	39.60-
00009 G & K SERVICES	1035401576	00135731	12001615	UNIFORMS 7/23 TRANS	08/16/13	232756	39.60-
00009 G & K SERVICES	1035403726	00135731	12001616	UNIFORMS 7/30 TRANS	08/16/13	232756	39.60-
00009 G & K SERVICES	1035395149	00135731	12001617	MOP/MAT 7/02 PLANT	08/16/13	232756	19.90-
00009 G & K SERVICES	1035397279	00135731	12001618	MOP/MAT 7/09 PLANT	08/16/13	232756	19.90-
00009 G & K SERVICES	1035399446	00135731	12001619	MOP/MAT 7/16 PLANT	08/16/13	232756	19.90-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009 G & K SERVICES	1035953725	00135731	12001620	JANIT SUPP PLANT	08/16/13	232756	110.00-
00009 G & K SERVICES	1035401580	00135731	12001621	MOP/MAT 7/23 PLANT	08/16/13	232756	19.90-
00009 G & K SERVICES	1035403730	00135731	12001622	MOP/MAT 7/30 PLANT	08/16/13	232756	19.90-
00009 G & K SERVICES	1035395146	00135731	12001623	UNIFORMS 7/02 PLANT	08/16/13	232756	48.00-
00009 G & K SERVICES	1035397276	00135731	12001624	UNIFORMS 7/09 PLANT	08/16/13	232756	48.36-
00009 G & K SERVICES	1035399443	00135731	12001625	UNIFORMS 7/16 PLANT	08/16/13	232756	48.36-
00009 G & K SERVICES	1035401577	00135731	12001626	UNIFORMS 7/23 PLANT	08/16/13	232756	50.18-
00009 G & K SERVICES	1035403727	00135731	12001627	UNIFORMS 7/30 PLANT	08/16/13	232756	52.00-
00009 G & K SERVICES	1035395144	00135731	12001628	UNIFORMS 7/02 SEWER	08/16/13	232756	48.00-
00009 G & K SERVICES	1035397274	00135731	12001629	UNIFORMS 7/09 SEWER	08/16/13	232756	48.00-
00009 G & K SERVICES	1035399441	00135731	12001630	UNIFORMS 7/16 SEWER	08/16/13	232756	48.00-
00009 G & K SERVICES	1035401575	00135731	12001631	UNIFORMS 7/23 SEWER	08/16/13	232756	48.00-
00009 G & K SERVICES	1035403725	00135731	12001632	UNIFORMS 7/30 SEWER	08/16/13	232756	48.00-
00009 G & K SERVICES	1035395147	00135731	12001633	UNIFORMS 7/02 LAGOON	08/16/13	232756	15.84-
00009 G & K SERVICES	1035397277	00135731	12001634	UNIFORMS 7/09 LAGOON	08/16/13	232756	15.84-
00009 G & K SERVICES	1035399444	00135731	12001635	UNIFORMS 7/16 LAGOON	08/16/13	232756	15.84-
00009 G & K SERVICES	1035401578	00135731	12001636	UNIFORMS 7/23 LAGOON	08/16/13	232756	15.84-
00009 G & K SERVICES	1035403728	00135731	12001637	UNIFORMS 7/30 LAGOON	08/16/13	232756	15.84-
G & K SERVICES Sum							983.86-
00009 GARNER LUMLEY ELECTRIC S	486700	00132501	12001541	ELEC SUPP WATER PLANT	08/16/13	232760	263.88-
00009 GARNER LUMLEY ELECTRIC S	488488	00132501	12001542	ELEC SUPP WATER PLANT	08/16/13	232760	64.00-
00009 GARNER LUMLEY ELECTRIC S	490156	00132501	12001543	ELEC SUPP WATER PLANT	08/16/13	232760	32.00-
00009 GARNER LUMLEY ELECTRIC S	490155	00133437	12001544	ELEC SUPP WATER PLT #2	08/16/13	232760	32.76-
GARNER LUMLEY ELECTRIC S Sum							392.64-
00009 H'BURG HYDRAULICS INC	52573	00135414	12001589	REPRS U#14712 TRANS	08/16/13	232772	232.70-
00009 H'BURG HYDRAULICS INC	52574	00135414	12001590	REPR PTS U#15916 SEWER	08/16/13	232772	12.59-
H'BURG HYDRAULICS INC Sum							245.29-
00009 HANCOCK BANK LEASING DEP	MDBSP0606 IN	02013688	12001577	'06 W&S AGENT FEE 2/2-8/1/13	08/09/13	21689	2,612.50-
HANCOCK BANK LEASING DEP Sum							2,612.50-
00009 HORNSBY AUTO PARTS	037160	00135619	12001585	REPR PTS U#11546 SEWER	08/16/13	232784	32.67-
HORNSBY AUTO PARTS Sum							32.67-
00009 I C M-IMPROVED CONSTR ME	MB426948TM	00134724	12001647	GLOVES/MARKERS PLANT/TRANS	08/16/13	232786	259.64-
I C M-IMPROVED CONSTR ME Sum							259.64-
00009 INDOFF INC	2318725	00135419	12001591	JANIT/OFFICE SUPP WTR PLANT	08/16/13	232787	370.03-
INDOFF INC Sum							370.03-
00009 INDUSTRIAL CHEMICALS INC	267004	00135098	12001565	CHEMICALS-PLANT	08/16/13	232788	1,350.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009 INDUSTRIAL CHEMICALS INC	267004(B)	00135455	12001566	ADDL AMT DUE PO#135098	08/16/13	232788	25.00-
INDUSTRIAL CHEMICALS INC Sum							1,375.00-
00009 IRBY, STUART C CO	S007702456.0	00135292	12001594	ELEC SUPP LAGOON	08/16/13	232796	3,545.10-
IRBY, STUART C CO Sum							3,545.10-
00009 LOWE'S OF HATTIESBURG IN	953711	00133997	12001536	PVC TRIM BOARD WTR OFFICE	08/16/13	232828	61.95-
LOWE'S OF HATTIESBURG IN Sum							61.95-
00009 MARVIN'S INC	15309575	00135120	12001547	QUIKRETE SEWER DEPT	08/16/13	232830	151.62-
MARVIN'S INC Sum							151.62-
00009 MIKE'S TIRE & WHEEL CO	2168866	00135359	12001540	TRACTOR TIRES TRANS DEPT	08/16/13	232840	1,604.66-
00009 MIKE'S TIRE & WHEEL CO	2169023	00135555	12001580	MOUNT TIRES U#18556 TRANS	08/16/13	232840	200.00-
00009 MIKE'S TIRE & WHEEL CO	2169060	00135617	12001650	TRAILER TIRES SEWER DEPT	08/16/13	232840	347.08-
MIKE'S TIRE & WHEEL CO Sum							2,151.74-
00009 MORGAN, C J INC	2013071	00135804	12001638	FIRE TAP/OLD STONE	08/16/13	232852	5,339.34-
00009 MORGAN, C J INC	2013074	00135804	12001639	WATER BOOSTER S 40TH AVE	08/16/13	232852	14,553.21-
00009 MORGAN, C J INC	2013066	00135804	12001640	PUMP HOLDING TANKS 5/13	08/16/13	232852	10,574.00-
00009 MORGAN, C J INC	2013070	00135804	12001641	REMOVE HOLDING TANK/FILL	08/16/13	232852	1,348.75-
00009 MORGAN, C J INC	2013072	00135804	12001642	FIX SEWER CAVE IN CAMPBELL DR	08/16/13	232852	2,255.00-
00009 MORGAN, C J INC	2013073	00135804	12001643	CAVE IN REPR 20TH AVE	08/16/13	232852	25,153.10-
00009 MORGAN, C J INC	2013076	00135804	12001644	PUMP HOLDING TANKS	08/16/13	232852	10,236.55-
00009 MORGAN, C J INC	2013078	00135804	12001645	REPRS PLT#1 LAKEVIEW RD	08/16/13	232852	1,076.38-
00009 MORGAN, C J INC	2013082	00135804	12001646	SEPTIC TANK REPR WSF TATUM RD	08/16/13	232852	4,052.50-
MORGAN, C J INC Sum							74,588.83-
00009 MS POWER COMPANY	8/13 W&SO&M	00201321	12001611	MNTHLY ELEC-W&SO&M	08/16/13	232863	39,059.61-
MS POWER COMPANY Sum							39,059.61-
00009 MS STATE/DEPT OF HEALTH/	MS0180008 20	00135460	12001550	WTR QUALITY ANALYSIS FEE 2014	08/16/13	232865	40,000.00-
MS STATE/DEPT OF HEALTH/ Sum							40,000.00-
00009 MS WATER & POLLUTION CTR	REG-KEYS 9/9	00135764	12001610	REG-KEYS-WTR POLLUTION CRSE	08/16/13	232866	385.00-
MS WATER & POLLUTION CTR Sum							385.00-
00009 NEWELL PAPER COMPANY	567683	00135135	12001534	COPY PAPER WATER OFFICE	08/16/13	232877	84.90-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
NEWELL PAPER COMPANY							
Sum							84.90-
00009 PEARL RIVER VALLEY EPA (	8/13 W&SO&M	00201321	12001599	MNTHLY 8/13 PUBLIC SERVICES	08/16/13	232892	6,459.99-
PEARL RIVER VALLEY EPA (							
Sum							6,459.99-
00009 PINE BELT INDUSTRIAL SUP	4114284-01	00133395	12001551	PUMP EQUIP BELTS LAGOON	08/16/13	232894	227.92-
00009 PINE BELT INDUSTRIAL SUP	4114284-02	00133395	12001552	PUMP EQUIP BELTS LAGOON	08/16/13	232894	281.28-
00009 PINE BELT INDUSTRIAL SUP	4114200-01	00134289	12001553	PUMP MOTORS SOUTH LAGOON	08/16/13	232894	4,397.70-
PINE BELT INDUSTRIAL SUP							
Sum							4,906.90-
00009 PINE BELT OIL COMPANY IN	WTR PLANT 7/	00135458	12001549	MINIT MART CHGS 7/31 WTR PLT	08/16/13	232895	742.58-
PINE BELT OIL COMPANY IN							
Sum							742.58-
00009 PUMP AND CONTROL SERVICE	465	00135229	12001548	MAINT/REPRS S LAGOON 7/15-17	08/16/13	232908	2,400.00-
00009 PUMP AND CONTROL SERVICE	466	00135527	12001574	MAINT/REPRS S LAGOON 7/25-31	08/16/13	232908	4,800.00-
PUMP AND CONTROL SERVICE							
Sum							7,200.00-
00009 SCOGGINS PUMP REPAIR	9047	00134483	12001546	PUMP REPR RICHBURG HILLS	08/16/13	232923	2,408.00-
SCOGGINS PUMP REPAIR							
Sum							2,408.00-
00009 SOUTHERN PINE ELECTRIC P	8/13 W&SO&M	00201321	12001598	MNTHLY 8/13 PUBLIC SERVICES	08/16/13	232935	741.30-
SOUTHERN PINE ELECTRIC P							
Sum							741.30-
00009 SOUTHERN PIPE & SUPPLY C	6786491-00	00134768	12001572	PLUMB SUPP SEWER DEPT	08/16/13	232937	243.36-
00009 SOUTHERN PIPE & SUPPLY C	6861383-00	00135552	12001595	A/C REPR PTS SOUTH LAGOON	08/16/13	232937	2,647.00-
SOUTHERN PIPE & SUPPLY C							
Sum							2,890.36-
00009 STANDARD OFFICE SUPPLY C	0036535-001	00135134	12001535	OFFICE SUPP WATER OFFICE	08/16/13	232942	460.18-
STANDARD OFFICE SUPPLY C							
Sum							460.18-
00009 TRACTOR SUPPLY	200166524	00134744	12001582	DIESEL CANS/BOOTS PLT/SEWER	08/16/13	232957	179.94-
TRACTOR SUPPLY							
Sum							179.94-
00009 TRUCKPRO INC	039-0532486	00135366	12001593	REPR PTS U#13176 SEWER	08/16/13	232962	50.29-
TRUCKPRO INC							
Sum							50.29-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009 U S POSTMASTER-POSTAGE (	PERMIT#213 8	00135439	12001537	POSTAGE 8/13 WATER OFFICE	08/16/13	232967	3,500.00-
U S POSTMASTER-POSTAGE (Sum							3,500.00-
00009 WILLMUT GAS & OIL COMPAN	8/13 W&SO&M	00201321	12001597	MNTHLY GAS-W&SO&M	08/16/13	232989	47.63-
WILLMUT GAS & OIL COMPAN Sum							47.63-
Sum							310,509.47-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 ALLEN, WINSDALE	WATER DEP RF	02013663	12000904	WATER DEP REFUND	08/16/13	232626	75.00-
ALLEN, WINSDALE Sum							75.00-
00011 AMERICAN COMPUTER SERVIC	WATER RFD AC	02013660	12000900	WATER OVERPAYMENT REFUND	08/16/13	232628	950.00-
AMERICAN COMPUTER SERVIC Sum							950.00-
00011 ARL LLC	METER DEP RF	02013690	12000955	METER DEPOSIT REFUND	08/16/13	232635	55.15-
00011 ARL LLC	METER DEP RF	02013690	12000956	METER DEPOSIT REFUND	08/16/13	232636	55.15-
ARL LLC Sum							110.30-
00011 ASHE, LAURA	METER DEP RF	02013690	12000976	METER DEPOSIT REFUND	08/16/13	232640	2.64-
ASHE, LAURA Sum							2.64-
00011 BEACH, DAVID	METER DEP RF	02013690	12000940	METER DEPOSIT REFUND	08/16/13	232648	38.82-
BEACH, DAVID Sum							38.82-
00011 BOWLER, ASHLEY	METER DEP RF	02013690	12000969	METER DEPOSIT REFUND	08/16/13	232660	55.82-
BOWLER, ASHLEY Sum							55.82-
00011 BROWN, MELISSA	METER DEP RF	02013690	12000946	METER DEPOSIT REFUND	08/16/13	232665	38.82-
BROWN, MELISSA Sum							38.82-
00011 BUTLER, STEPHEN	METER DEP RF	02013690	12000965	METER DEPOSIT REFUND	08/16/13	232668	38.82-
BUTLER, STEPHEN Sum							38.82-
00011 CARR, WAYNE	METER DEP RF	02013690	12000958	METER DEPOSIT REFUND	08/16/13	232674	38.82-
CARR, WAYNE Sum							38.82-
00011 CHILDERS, STEPHANIE R	METER DEP RF	02013690	12000981	METER DEPOSIT REFUND	08/16/13	232680	5.98-
CHILDERS, STEPHANIE R Sum							5.98-
00011 CITY OF HATTIESBURG FUND	JULY WATER D	02013651	12000899	JULY WATER DIST IN AUGUST 2013	08/01/13	36555	238,907.39-
CITY OF HATTIESBURG FUND Sum							238,907.39-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00011 CLARK, JOEL D	METER DEP RF	02013690	12000957	METER DEPOSIT REFUND	08/16/13	232684	34.88-
CLARK, JOEL D Sum							34.88-
00011 CRAFT BROS INVESTMENTS L	METER DEP RF	02013690	12000959	METER DEPOSIT REFUND	08/16/13	232696	38.82-
CRAFT BROS INVESTMENTS L Sum							38.82-
00011 CRAFT, TONYA	METER DEP RF	02013690	12000918	METER DEPOSIT REFUND	08/16/13	232697	40.00-
00011 CRAFT, TONYA	WATER RFD AC	02013696	12000986	WATER OVERPAYMENT RFD	08/16/13	232697	54.66-
CRAFT, TONYA Sum							94.66-
00011 DANGELO, THOMAS	METER DEP RF	02013690	12000970	METER DEPOSIT REFUND	08/16/13	232703	38.82-
DANGELO, THOMAS Sum							38.82-
00011 DOMINACH, VERONICA	METER DEP RF	02013690	12000924	METER DEPOSIT REFUND	08/16/13	232710	34.88-
DOMINACH, VERONICA Sum							34.88-
00011 E P LLC	METER DEP RF	02013690	12000917	METER DEPOSIT REFUND	08/16/13	232719	75.00-
00011 E P LLC	METER DEP RF	02013690	12000916	METER DEPOSIT REFUND	08/16/13	232720	75.00-
E P LLC Sum							150.00-
00011 EVANS JAMES M	WATER DEP RF	02013663	12000913	WATER DEP REFUND	08/16/13	232729	3.82-
EVANS JAMES M Sum							3.82-
00011 FAIRLEY, STACEY C	WATER DEP RF	02013663	12000905	WATER DEP REFUND	08/16/13	232731	36.64-
FAIRLEY, STACEY C Sum							36.64-
00011 FARRIS DORIS R	METER DEP RF	02013690	12000952	METER DEPOSIT REFUND	08/16/13	232733	38.82-
FARRIS DORIS R Sum							38.82-
00011 FLOYD, LESTER	WATER DEP RF	02013663	12000909	WATER DEP REFUND	08/16/13	232737	55.82-
FLOYD, LESTER Sum							55.82-
00011 FORET, GUY	METER DEP RF	02013690	12000935	METER DEPOSIT REFUND	08/16/13	232739	3.82-
FORET, GUY Sum							3.82-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00011 GALMORE, TAMIKA	METER DEP RF	02013690	12000919	METER DEPOSIT REFUND	08/16/13	232758	75.00-
GALMORE, TAMIKA Sum							75.00-
00011 GARVEY DEBRA	WATER DEP RF	02013663	12000907	WATER DEP REFUND	08/16/13	232761	38.82-
GARVEY DEBRA Sum							38.82-
00011 GRIFFIN, HAZLE C	WATER DEP RF	02013663	12000914	WATER DEP REFUND	08/16/13	232768	2.64-
GRIFFIN, HAZLE C Sum							2.64-
00011 HALLMAN PROPERTY MANAGEM	METER DEP RF	02013690	12000920	METER DEPOSIT REFUND	08/16/13	232774	75.00-
HALLMAN PROPERTY MANAGEM Sum							75.00-
00011 HAN, HUI YA	METER DEP RF	02013690	12000925	METER DEPOSIT REFUND	08/16/13	232775	38.82-
HAN, HUI YA Sum							38.82-
00011 HARRIS, MARY K	METER DEP RF	02013690	12000936	METER DEPOSIT REFUND	08/16/13	232776	38.82-
HARRIS, MARY K Sum							38.82-
00011 HIATT, ALICE	METER DEP RF	02013690	12000966	METER DEPOSIT REFUND	08/16/13	232779	2.64-
HIATT, ALICE Sum							2.64-
00011 HORN, DANA	METER DEP RF	02013690	12000948	METER DEPOSIT REFUND	08/16/13	232783	38.82-
HORN, DANA Sum							38.82-
00011 INSURANCEBUSTERS.NET LLC	METER DEP RF	02013690	12000947	METER DEPOSIT REFUND	08/16/13	232792	35.30-
INSURANCEBUSTERS.NET LLC Sum							35.30-
00011 JAMES, JERRI	METER DEP RF	02013690	12000941	METER DEPOSIT REFUND	08/16/13	232801	2.64-
JAMES, JERRI Sum							2.64-
00011 JESTICE PHYLLIS G	WATER DEP RF	02013663	12000903	WATER DEP REFUND	08/16/13	232803	40.00-
JESTICE PHYLLIS G Sum							40.00-
00011 KDC INVESTEMENTS LLC 200	METER DEP RF	02013690	12000964	METER DEPOSIT REFUND	08/16/13	232807	38.82-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
KDC INVESTEMENTS LLC 200							
Sum							38.82-
00011 KEETON ROBBIE M	METER DEP RF 02013690		12000927	METER DEPOSIT REFUND	08/16/13	232808	3.82-
KEETON ROBBIE M							
Sum							3.82-
00011 KIEHL, CAROLE ANN	METER DEP RF 02013690		12000931	METER DEPOSIT REFUND	08/16/13	232812	3.81-
00011 KIEHL, CAROLE ANN	METER DEP RF 02013690		12000983	METER REFUND DEPOSIT	08/16/13	232812	.01-
KIEHL, CAROLE ANN							
Sum							3.82-
00011 KINARD, ROSEMARY	METER DEP RF 02013690		12000922	METER DEPOSIT REFUND	08/16/13	232813	75.00-
KINARD, ROSEMARY							
Sum							75.00-
00011 KING, MIKAIL K	METER DEP RF 02013690		12000978	METER DEPOSIT REFUND	08/16/13	232814	52.64-
KING, MIKAIL K							
Sum							52.64-
00011 KREBS, JONATHAN	METER DEP RF 02013690		12000929	METER DEPOSIT REFUND	08/16/13	232816	3.82-
KREBS, JONATHAN							
Sum							3.82-
00011 LACHER, JEFFREY	METER DEP RF 02013690		12000954	METER DEPOSIT REFUND	08/16/13	232818	38.82-
LACHER, JEFFREY							
Sum							38.82-
00011 LADD, SETH	METER DEP RF 02013690		12000923	METER DEPOSIT REFUND	08/16/13	232819	29.10-
LADD, SETH							
Sum							29.10-
00011 LADD, WAYNE	METER DEP RF 02013690		12000953	METER DEPOSIT REFUND	08/16/13	232820	38.82-
LADD, WAYNE							
Sum							38.82-
00011 LAUZON, THERESA	METER DEP RF 02013690		12000962	METER DEPOSIT REFUND	08/16/13	232825	38.82-
LAUZON, THERESA							
Sum							38.82-
00011 LEWIS, STACY M	WATER RFD AC 02013664		12000901	WATER OVERPAYMENT REFUND	08/16/13	232827	27.42-
LEWIS, STACY M							
Sum							27.42-
00011 MAY, LAURA	METER DEP RF 02013690		12000971	METER DEPOSIT REFUND	08/16/13	232832	38.82-
MAY, LAURA							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							38.82-
00011 MILLS, KATHRYN D	METER DEP RF 02013690		12000932	METER DEPOSIT REFUND	08/16/13	232842	3.82-
MILLS, KATHRYN D Sum							3.82-
00011 MITCHELL, AVERY A	WATER DEP RF 02013683		12000915	WATER DEPOSIT REFUND	08/16/13	232847	38.82-
MITCHELL, AVERY A Sum							38.82-
00011 MONK, LANCE R	METER DEP RF 02013690		12000980	METER DEPOSIT REFUND	08/16/13	232849	38.82-
MONK, LANCE R Sum							38.82-
00011 MORING, LISA	METER DEP RF 02013690		12000944	METER DEPOSIT REFUND	08/16/13	232853	38.82-
MORING, LISA Sum							38.82-
00011 MORTON, APRIL	METER DEP RF 02013690		12000961	METER DEPOSIT REFUND	08/16/13	232854	11.76-
MORTON, APRIL Sum							11.76-
00011 MOULDER, MICHAEL	METER DEP RF 02013690		12000939	METER DEPOSIT REFUND	08/16/13	232857	23.32-
MOULDER, MICHAEL Sum							23.32-
00011 MYRICK, BOBBY	METER DEP RF 02013690		12000928	METER DEPOSIT REFUND	08/16/13	232868	3.82-
MYRICK, BOBBY Sum							3.82-
00011 NAUSE, LISA MARIE	METER DEP RF 02013690		12000949	METER DEPOSIT REFUND	08/16/13	232873	23.32-
NAUSE, LISA MARIE Sum							23.32-
00011 NELSON, JOHN **	METER DEP RF 02013690		12000921	METER DEPOSIT REFUND	08/16/13	232876	38.82-
NELSON, JOHN ** Sum							38.82-
00011 NGUYEN, TUYET	METER DEP RF 02013690		12000930	METER DEPOSIT REFUND	08/16/13	232878	3.82-
NGUYEN, TUYET Sum							3.82-
00011 NOBLES CONTRACTING (REFU	WATER RFD FI 02013696		12000985	FIRE HYDRANT	08/16/13	232879	3.88-
NOBLES CONTRACTING (REFU Sum							3.88-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00011 PANTON, KENNETH	METER DEP RF	02013690	12000960	METER DEPOSIT REFUND	08/16/13	232889	3.82-
PANTON, KENNETH Sum							3.82-
00011 PLANCHARD, MATTHEW	METER DEP RE	02013690	12000967	METER DEPOSIT REFUND	08/16/13	232902	38.82-
PLANCHARD, MATTHEW Sum							38.82-
00011 RASH, LOUIS CLYDE III	WATER DEP RF	02013663	12000908	WATER DEP REFUND	08/16/13	232910	37.64-
RASH, LOUIS CLYDE III Sum							37.64-
00011 RHOADS,PENELOPE A	WATER DEP RF	02013663	12000912	WATER DEP REFUND	08/16/13	232913	3.82-
RHOADS,PENELOPE A Sum							3.82-
00011 RIDGE, ZACH	METER DEP RF	02013690	12000975	METER DEPOSIT REFUND	08/16/13	232915	38.82-
RIDGE, ZACH Sum							38.82-
00011 ROSEBERRY, BENJAMIN W	METER DEP RF	02013690	12000933	METER DEPOSIT REFUND	08/16/13	232917	38.82-
ROSEBERRY, BENJAMIN W Sum							38.82-
00011 RUSSELL, ELIZABETH	WATER DEP RF	02013663	12000906	WATER DEP REFUND	08/16/13	232918	38.82-
RUSSELL, ELIZABETH Sum							38.82-
00011 SANDERS, NORMAN	METER DEP RF	02013690	12000945	METER DEPOSIT REFUND	08/16/13	232920	27.10-
SANDERS, NORMAN Sum							27.10-
00011 SCHEURICH, SAMANTHA A	METER DEP RF	02013690	12000937	METER DEPOSIT REFUND	08/16/13	232921	2.64-
SCHEURICH, SAMANTHA A Sum							2.64-
00011 SEWELL, ELIZABETH	METER DEP RF	02013690	12000974	38.82	08/16/13	232925	38.82-
SEWELL, ELIZABETH Sum							38.82-
00011 SLOAN, RICHARD	METER DEP RF	02013690	12000973	METER DEPOSIT REFUND	08/16/13	232929	38.82-
SLOAN, RICHARD Sum							38.82-
00011 ST JUDE RESEARCH HOSPITA	METER DEP RF	02013690	12000950	METER DEPOSIT REFUND	08/16/13	232941	38.82-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
ST JUDE RESEARCH HOSPITA Sum							38.82-
00011 STEEN, SUSAN L	WATER DEP RF 02013663		12000902	WATER DEP REFUND	08/16/13	232944	75.00-
STEEN, SUSAN L Sum							75.00-
00011 STRANGE, MARTHA H	METER DEP RF 02013690		12000926	METER DEPOSIT REFUND	08/16/13	232946	3.82-
STRANGE, MARTHA H Sum							3.82-
00011 SUBWAY SANDWICH SHOP	METER DEP RF 02013690		12000982	METER DEPOSIT REFUND	08/16/13	232948	25.00-
SUBWAY SANDWICH SHOP Sum							25.00-
00011 TANNER, ANTHONY	METER DEP RF 02013690		12000938	METER DEPOSIT REFUND	08/16/13	232950	38.82-
TANNER, ANTHONY Sum							38.82-
00011 THE HOME SELLING TEAM	METER DEP RF 02013690		12000951	METER DEPOSIT REFUND	08/16/13	232952	38.82-
THE HOME SELLING TEAM Sum							38.82-
00011 THE HOME SELLING TEAM 36	METER DEP RF 02013690		12000943	METER DEPOSIT REFUND	08/16/13	232953	38.82-
THE HOME SELLING TEAM 36 Sum							38.82-
00011 WATKINS, JOSEPH J	METER DEP RF 02013690		12000934	METER DEPOSIT REFUND	08/16/13	232983	38.82-
WATKINS, JOSEPH J Sum							38.82-
00011 WATLINGTON, AMANDA J	METER DEP RF 02013690		12000972	METER DEPOSIT REFUND	08/16/13	232984	38.82-
WATLINGTON, AMANDA J Sum							38.82-
00011 WEAVER, JOSHUA D	METER DEP RF 02013690		12000979	METER DEPOSIT REFUND	08/16/13	232985	38.82-
WEAVER, JOSHUA D Sum							38.82-
00011 WESTBROOK, LOLA E	METER DEP RF 02013690		12000963	METER DEPOSIT REFUND	08/16/13	232986	3.46-
WESTBROOK, LOLA E Sum							3.46-
00011 WINDHAM, KIMBERLY	WATER DEP RF 02013663		12000911	WATER DEP REFUND	08/16/13	232990	3.82-
WINDHAM, KIMBERLY Sum							3.82-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 16, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00011 WOLFE, BRANDON	METER DEP RF	02013690	12000968	METER DEPOSIT REFUND	08/16/13	232992	2.64-
WOLFE, BRANDON Sum							2.64-
00011 WOODLAND, MELISSA D	METER DEP RF	02013690	12000942	METER DEPOSIT REUND	08/16/13	232993	.20-
WOODLAND, MELISSA D Sum							.20-
00011 ZABALA, DENEIKA L	METER DEP RF	02013690	12000977	METER DEPOSIT REFUND	08/16/13	232994	38.82-
ZABALA, DENEIKA L Sum							38.82-
Sum							242,533.07-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
CITY B & I 00013 PEOPLES BANK	#3160 '07 GO	02013666	12000014	07 GO REF INT DUE 9/1/13	08/06/13	17991	65,800.00-
PEOPLES BANK Sum							65,800.00-
Sum							65,800.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLICE FORFEITURES FUND							
00019 ARROWHEAD FORENSICS	65155	00135241	12000077	SUPP METRO CRIME SCENE UNIT	08/16/13	232638	56.68-
ARROWHEAD FORENSICS Sum							56.68-
00019 BROWN, VINCENT	REIMB TRVL F	02013681	12000073	REIMB TRVL FUNDS WTHHLD	08/07/13	44551	379.54-
BROWN, VINCENT Sum							379.54-
00019 ENSLIN & SON PACKING CO	62615	00135403	12000075	HAMBURGER/HOT DOGS-NIGHT OUT	08/16/13	232726	161.40-
ENSLIN & SON PACKING CO Sum							161.40-
00019 EVIDENT INC	78690A	00135239	12000071	SUPP METRO CRIME SCENE UNIT	08/16/13	232730	357.00-
EVIDENT INC Sum							357.00-
00019 MURRAY, EDWARD ALLEN	REIMB TRAVEL	02013682	12000072	REIMB TRVL FUNDS WTHHLD	08/07/13	44550	209.19-
MURRAY, EDWARD ALLEN Sum							209.19-
00019 OFFICE DEPOT INC	665304826001	00135238	12000074	OFFICE SUPP METRO CRIME UNIT	08/16/13	232885	181.92-
OFFICE DEPOT INC Sum							181.92-
00019 TOP NOTCH EMBROIDERY	PO#134923 7/	00134923	12000076	T SHIRTS PAL SUMMER PROGRAM	08/16/13	232956	857.28-
TOP NOTCH EMBROIDERY Sum							857.28-
Sum							2,203.01-

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2006 TIF B&I-TURTLE CROSSING							
00023 TRUSTMARK NATIONAL BANK/	#0443 FEE TU	02013691	12000005	AGENT FEES TURTLE CREEK	08/09/13	18013	2,500.00-
TRUSTMARK NATIONAL BANK/ Sum							2,500.00-
Sum							2,500.00-

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TAX COLLECTOR'S FUND							
00027 H'BURG PUBLIC SCHOOLS	JULY MILLAGE	02013650	12000102	JULY MILLAGE DIST IN AUGUST	08/02/13	36568	213,044.23-
00027 H'BURG PUBLIC SCHOOLS	JULY MILLAGE	02013650	12000103	JULY MILLAGE DIST IN AUGUST	08/02/13	36569	28,314.13-
H'BURG PUBLIC SCHOOLS Sum							241,358.36-
00027 LIBRARY, THE	JULY MILLAGE	02013650	12000101	JULY MILLAGE DIST IN AUGUST	08/02/13	36567	10,379.90-
LIBRARY, THE Sum							10,379.90-
Sum							251,738.26-

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AIRPORT IMPROVEMENT FUND							
00039 ARE CONSULTANTS INC	130528C	00135785	12000049	SRVS WETLANDS MITIGATION	08/16/13	232634	804.00-
00039 ARE CONSULTANTS INC	130702B	00135792	12000050	SRVS AIRPORT DRAINAGE IMPS	08/16/13	232634	3,443.95-
00039 ARE CONSULTANTS INC	1210020	00135799	12000051	SRVS 7/7-8/9 AIRPT LAYOUT PLN	08/16/13	232634	600.00-
ARE CONSULTANTS INC							
Sum							4,847.95-
Sum							4,847.95-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MUNICIPAL ROAD & BRIDGE							
00072 BANCORPSOUTH EQUIPMENT F	#002-0070193	02013705	12000359	TRACTOR LEASE PYMT DUE 8/15/13	08/13/13	41075	1,412.41-
BANCORPSOUTH EQUIPMENT F Sum							1,412.41-
00072 DUNN ROADBUILDERS LLC	APPL#6 HARDY	00135790	12000382	SRVS 7/13 HARDY ST WIDENING	08/16/13	232717	23,037.17-
DUNN ROADBUILDERS LLC Sum							23,037.17-
00072 ESTATE OF ARNOLD ROYCE F	MB 2013-120	00135515	12000348	2 RIGHT OF WAYS, R.E. RAWLS	08/06/13	41074	2,061.00-
ESTATE OF ARNOLD ROYCE F Sum							2,061.00-
00072 HRG (HATTIESBURG RESOURC	011004-01-5	00135743	12000360	SRVS 6/13 PRE ENGR 28/HARDY	08/16/13	232785	13,879.21-
HRG (HATTIESBURG RESOURC Sum							13,879.21-
00072 JACKSON BOWMAN & ARRINGT	52876	00135742	12000370	SRVS 4TH ST EXPAN PHASE II	08/16/13	232798	277.75-
00072 JACKSON BOWMAN & ARRINGT	52878	00135755	12000371	SRVS 4TH ST EXPAN PHASE III	08/16/13	232798	37.50-
00072 JACKSON BOWMAN & ARRINGT	52877	00135737	12000373	SRVS D/T TRAFFIC IMPS	08/16/13	232798	1,327.98-
JACKSON BOWMAN & ARRINGT Sum							1,643.23-
00072 MORGAN, C J INC	2013085	00135787	12000379	SERVS ADELINE STREET	08/16/13	232852	10,392.50-
00072 MORGAN, C J INC	2013087	00135788	12000380	SRVS ADELINE ST SIDEWALKS	08/16/13	232852	91,732.05-
MORGAN, C J INC Sum							102,124.55-
00072 MS POWER COMPANY	24393-47021	00134728	12000347	POLES/LIGHTS INNSWOOD ALLEY	08/16/13	232864	7,356.67-
MS POWER COMPANY Sum							7,356.67-
00072 NEEL-SCHAFFER INC	1011719-99 S	00135734	12000361	SRVS 6/13 SAFE ROUTES SCHOOL	08/16/13	232875	424.27-
00072 NEEL-SCHAFFER INC	1011163-99-S	00135744	12000362	SRVS 5/13 SAFE ROUTES SCHOOL	08/16/13	232875	269.99-
00072 NEEL-SCHAFFER INC	1011163-99-M	00135749	12000363	SERVS 5/13 TIGER GRANT APPL	08/16/13	232875	655.69-
00072 NEEL-SCHAFFER INC	1011163-99-T	00135752	12000364	SRVS 5/13 T CREEK CROSSING	08/16/13	232875	1,434.05-
00072 NEEL-SCHAFFER INC	1011163-11-6	00135754	12000365	SRVS 5/13 BIKE LAKE STRIPING	08/16/13	232875	1,759.89-
00072 NEEL-SCHAFFER INC	1011732	00135746	12000374	SRVS 6/13 D/T TRAFFIC IMPS	08/16/13	232875	2,399.48-
00072 NEEL-SCHAFFER INC	1011719-12-3	00135795	12000376	SRVS 6/13 BROADWAY/MOBILE	08/16/13	232875	12,673.60-
00072 NEEL-SCHAFFER INC	01005160 & 0	00135795	12000377	ADDL PYMT DUE MDOT AUDIT	08/16/13	232875	328.21-
NEEL-SCHAFFER INC Sum							19,945.18-
00072 PITTMAN,HOWDESHELL,HINTO	USM TEMP EAS	00135791	12000378	TEMP EASEMENT LL TRACE/MAIN	08/16/13	232899	271.00-
PITTMAN,HOWDESHELL,HINTO Sum							271.00-
00072 PITTMAN,HOWDESHELL,HINTO	062713	00135738	12000372	SRVS 1/16-6/26 4TH ST PH I	08/16/13	232900	2,413.45-

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PITTMAN,HOWDESHELL,HINTO Sum							2,413.45-
00072 POWELL CONSTRUCTION SERV	0736	00134530	12000375	RELOCATE LIGHT 21ST/HARDY	08/16/13	232903	29,975.00-
POWELL CONSTRUCTION SERV Sum							29,975.00-
00072 PUCKETT MACHINERY COMPAN	RENT 3761203	00128061	12000349	TRACKHOE RENT PUBLIC WORKS	08/16/13	232907	1,089.64-
00072 PUCKETT MACHINERY COMPAN	PO5C05521234	00128061	12000350	BAL STMT	08/16/13	232907	117.52-
00072 PUCKETT MACHINERY COMPAN	PO5R05191285	00128061	12000351	BAL STMT	08/16/13	232907	146.36
PUCKETT MACHINERY COMPAN Sum							1,060.80-
00072 SHOWS DEARMAN & WAITS IN	17604	00135735	12000366	SRVS 6/23-7/27 D/T TRAFFIC	08/16/13	232926	1,627.50-
00072 SHOWS DEARMAN & WAITS IN	17601	00135747	12000367	SRVS 6/23-7/27 QUINN ST BRIDG	08/16/13	232926	850.00-
00072 SHOWS DEARMAN & WAITS IN	17574	00135750	12000368	SRVS 6/23-7/27 HARDY ST WIDE	08/16/13	232926	7,606.59-
00072 SHOWS DEARMAN & WAITS IN	15780	00135753	12000369	SRVS 6/23-7/27 C CLUB SIREN	08/16/13	232926	300.00-
SHOWS DEARMAN & WAITS IN Sum							10,384.09-
00072 WARREN PAVING INC	13278MB	00133708	12000352	ASPHALT-VARI LOC	08/16/13	232979	3,107.40-
00072 WARREN PAVING INC	13339MB	00133708	12000353	ASPHALT-VARI LOC	08/16/13	232979	2,587.20-
00072 WARREN PAVING INC	13408MB	00133708	12000354	ASPHALT-VARI LOC	08/16/13	232979	2,226.00-
00072 WARREN PAVING INC	13473MB	00133708	12000355	ASPHALT-VARI LOC	08/16/13	232979	2,356.20-
00072 WARREN PAVING INC	13541MB	00133708	12000356	ASPHALT-VARI LOC	08/16/13	232979	843.60-
00072 WARREN PAVING INC	13574MB	00133708	12000357	ASPHALT-VARI LOC	08/16/13	232979	857.40-
00072 WARREN PAVING INC	APPL#4 4TH S	00135807	12000381	SRVS 7/13 4TH ST EXPN PH I	08/16/13	232979	155,255.60-
WARREN PAVING INC Sum							167,233.40-
Sum							382,797.16-

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MASS TRANSIT FUND							
00073 ALLBRITTON CHAIN SAW & L	28094	00135223	12000479	WEEDEATER SUPP CLEAN BUS STOP	08/16/13	232623	50.95-
00073 ALLBRITTON CHAIN SAW & L	28095	00135068	12000497	HEDGE TRIMMER	08/16/13	232623	431.96-
ALLBRITTON CHAIN SAW & L							
Sum							482.91-
00073 AMERICAN SIGNS	5400	00135242	12000480	BUS SIGNS DEPOT PARKING LOT	08/16/13	232631	176.00-
AMERICAN SIGNS							
Sum							176.00-
00073 AUTOMOTIVE GLASS SPECIAL	I143919	00135285	12000488	ROCK SPOT REPRS U#16235	08/16/13	232646	75.00-
AUTOMOTIVE GLASS SPECIAL							
Sum							75.00-
00073 BOLTON, SHARON	PETTY CASH 1	00135468	12000478	PETTY CASH MASS TRANSIT	08/16/13	232656	106.96-
BOLTON, SHARON							
Sum							106.96-
00073 CARQUEST AUTO PARTS STOR	14758-10084	00135143	12000495	BUS REPR PTS-STOCK	08/16/13	232673	550.16-
00073 CARQUEST AUTO PARTS STOR	14758-10080	00135155	12000496	BRAKE PADS FOR GMC BUSES	08/16/13	232673	284.16-
CARQUEST AUTO PARTS STOR							
Sum							834.32-
00073 CITY OF HATTIESBURG FUND	TRF 1ST 8/13	02013668	12000483	TRF 1ST 8/13 PAYROLL	08/06/13	17993	18,505.30-
CITY OF HATTIESBURG FUND							
Sum							18,505.30-
00073 CUSTOM PRODUCTS CORP	241618	00135449	12000484	EMER TRAFFIC CONES-BUSES	08/16/13	232701	183.63-
CUSTOM PRODUCTS CORP							
Sum							183.63-
00073 DUNAGIN PEST CONTROL(PRE	8763931	00020134	12000494	SRV 7-9/12 MASS TRANSIT	08/16/13	232715	54.00-
DUNAGIN PEST CONTROL(PRE							
Sum							54.00-
00073 G & K SERVICES	1035395150	00135429	12000463	UNIFORMS 7/02 MECHANICS	08/16/13	232756	8.00-
00073 G & K SERVICES	1035397280	00135429	12000464	UNIFORMS 7/09 MECHANICS	08/16/13	232756	8.00-
00073 G & K SERVICES	1035399447	00135429	12000465	UNIFORMS 7/16 MECHANICS	08/16/13	232756	8.00-
00073 G & K SERVICES	1035401581	00135429	12000466	UNIFORMS 7/23 MECHANICS	08/16/13	232756	8.00-
00073 G & K SERVICES	1035403731	00135429	12000467	UNIFORMS 7/30 MECHANICS	08/16/13	232756	8.00-
00073 G & K SERVICES	1035395148	00135430	12000468	UNIFORMS 7/02 DRIVERS	08/16/13	232756	35.64-
00073 G & K SERVICES	1035397278	00135430	12000469	UNIFORMS 7/09 DRIVERS	08/16/13	232756	35.64-
00073 G & K SERVICES	1035399445	00135430	12000470	UNIFORMS 7/16 DRIVERS	08/16/13	232756	35.64-
00073 G & K SERVICES	1035401579	00135430	12000471	UNIFORMS 7/23 DRIVERS	08/16/13	232756	36.00-
00073 G & K SERVICES	1035403729	00135430	12000472	UNIFORMS 7/30 DRIVERS	08/16/13	232756	36.00-
00073 G & K SERVICES	1035395151	00135428	12000473	MATS 7/02	08/16/13	232756	5.10-
00073 G & K SERVICES	1035397281	00135428	12000474	MATS 7/09	08/16/13	232756	5.10-
00073 G & K SERVICES	1035401582	00135428	12000475	MATS 7/23	08/16/13	232756	5.10-
00073 G & K SERVICES	1035399448	00135428	12000476	MATS 7/16	08/16/13	232756	5.10-

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00073 G & K SERVICES	1035403732	00135428	12000477	MATS 7/30	08/16/13	232756	5.10-
G & K SERVICES Sum							244.42-
00073 GILKEY ELECTRIC SUPPLY C	247786	00135547	12000490	PRESSURE WASHER SWITCH	08/16/13	232763	63.40-
GILKEY ELECTRIC SUPPLY C Sum							63.40-
00073 JERRY'S AUTOMOTIVE REPAI	15139	00135607	12000498	A/C REPR U#16759	08/16/13	232802	404.25-
JERRY'S AUTOMOTIVE REPAI Sum							404.25-
00073 NAPA AUTO PARTS	493619	00135454	12000485	BRAKE ROTORS GMC BUSES	08/16/13	232870	1,108.38-
NAPA AUTO PARTS Sum							1,108.38-
00073 O'REILLY AUTO PARTS	1943-394621	00135400	12000486	REPR PTS/SUPP-BUSES	08/16/13	232884	49.82-
O'REILLY AUTO PARTS Sum							49.82-
00073 OLD RIVER TRUCK SALES IN	10231980004	00134975	12000487	REPR PTS U#14952	08/16/13	232886	135.95-
OLD RIVER TRUCK SALES IN Sum							135.95-
00073 RYAN MOTORS INC	218749	00135095	12000462	OIL CHG/TIRE ROTA U#17283	08/16/13	232919	68.70-
RYAN MOTORS INC Sum							68.70-
Sum							22,493.04-

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WATER&SEWER CONSTRUCTION FUND							
00075 GOURAS, JIMMY G, URBAN P	9554	00135803	12000121	SRVS USA YEAST PRETREAT FACL	08/16/13	232767	5,583.33-
GOURAS, JIMMY G, URBAN P Sum							5,583.33-
00075 HRG (HATTIESBURG RESOURC	011003-01-11	00135739	12000114	SRVS 6/13 USA YEAST FACILITY	08/16/13	232785	11,897.03-
00075 HRG (HATTIESBURG RESOURC	011001-05-8	00135757	12000115	SRVS 6/13 WASTEWTR DECISION	08/16/13	232785	3,297.27-
HRG (HATTIESBURG RESOURC Sum							15,194.30-
00075 NEEL-SCHAFFER INC	1011163-99-W	00135748	12000118	SRVS 5/13 WISPAK CONSULTING	08/16/13	232875	1,668.66-
NEEL-SCHAFFER INC Sum							1,668.66-
00075 SHOWS DEARMAN & WAITS IN	17602	00135741	12000116	SRVS 6/23-7/27 AUGUSTA SEWER	08/16/13	232926	2,125.00-
00075 SHOWS DEARMAN & WAITS IN	17603	00135756	12000117	SRVS 6/23-7/27 WATER MAPS	08/16/13	232926	300.00-
SHOWS DEARMAN & WAITS IN Sum							2,425.00-
00075 SOUTHERN WATERWORKS SUPP	49255	00135141	12000113	BRICKS-AUGUSTA COURT	08/16/13	232940	189.00-
SOUTHERN WATERWORKS SUPP Sum							189.00-
00075 WARREN PAVING INC	13702MB	00135167	12000119	LIMESTONE FILL AUGUSTA COURT	08/16/13	232979	525.00-
00075 WARREN PAVING INC	13702MB(B)	00135769	12000120	ADDL AMT DUE PO#135167	08/16/13	232979	77.00-
WARREN PAVING INC Sum							602.00-
Sum							25,662.29-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 AAMCO TRANS/AUTOMOTIVE S	126544	00135149	12000456	A/C REPR U#10146	08/16/13	232616	204.00-
AAMCO TRANS/AUTOMOTIVE S Sum							204.00-
00077 ALLEN, BRAD (REFUNDS)	CE ROY CNTR	02013700	12000476	DAMAGE DEPOSIT REFUND	08/16/13	232624	100.00-
ALLEN, BRAD (REFUNDS) Sum							100.00-
00077 AMERICAN AIR SPECIALISTS	61886	00135348	12000464	A/C CHECK 2ND FLR SHERRILL CN	08/16/13	232627	112.50-
AMERICAN AIR SPECIALISTS Sum							112.50-
00077 ANDERSON RETAIL INC	92570	00134571	12000453	WINDOW BLINDS CE ROY CENTER	08/16/13	232632	3,632.00-
ANDERSON RETAIL INC Sum							3,632.00-
00077 CITY OF HATTIESBURG FUND	TRF 1ST 8/13	02013668	12000458	TRF 1ST 8/13 PAROLL	08/06/13	36557	15,300.77-
CITY OF HATTIESBURG FUND Sum							15,300.77-
00077 DUNAGIN PEST CONTROL(PRE	8763906	00020134	12000469	SRV 7-9/13 CE ROY	08/16/13	232715	120.00-
00077 DUNAGIN PEST CONTROL(PRE	8763938	00020134	12000470	SRV 7-9/13 SHERRILL	08/16/13	232715	120.00-
00077 DUNAGIN PEST CONTROL(PRE	8763939	00020134	12000471	SRV 7-9/13 SIGLER	08/16/13	232715	54.00-
00077 DUNAGIN PEST CONTROL(PRE	8763937	00020134	12000472	SRV 7-9/13 REC CNTR	08/16/13	232715	54.00-
00077 DUNAGIN PEST CONTROL(PRE	8763912	00020134	12000473	SRV 7-9/13 CULTURAL CNTR	08/16/13	232715	54.00-
DUNAGIN PEST CONTROL(PRE Sum							402.00-
00077 G & K SERVICES	1035953729	00135145	12000452	JANIT SUPP COMM CNTRS	08/16/13	232756	232.00-
00077 G & K SERVICES	1035953733	00135264	12000454	FLOOR MATS CE ROY/SIGLER	08/16/13	232756	210.00-
G & K SERVICES Sum							442.00-
00077 HESTER, EARLIDGE J (REFU	CE ROY CNTR	02013700	12000479	DAMAGE DEPOSIT REFUND	08/16/13	232778	100.00-
HESTER, EARLIDGE J (REFU Sum							100.00-
00077 INNOVATIVE SERVICE SOLUT	20130074	00134856	12000450	AED WALL BRACKET CE ROY CNTR	08/16/13	232791	120.00-
INNOVATIVE SERVICE SOLUT Sum							120.00-
00077 LANYON, JUDY (REFUNDS)	CULTURAL CNT	02013700	12000478	DAMAGE DEPOSIT REFUND	08/16/13	232824	300.00-
LANYON, JUDY (REFUNDS) Sum							300.00-
00077 MCELHANEY PLUMBING INC	209939	00135447	12000461	SHOWER SETS MCNAIR CENTER	08/16/13	232834	239.80-

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MCELHANEY PLUMBING INC Sum							239.80-
00077 MOORE, MONICA (REFUNDS)	CULTURAL CNT	02013700	12000477	DAMAGE DEPOSIT REFUND	08/16/13	232851	250.00-
MOORE, MONICA (REFUNDS) Sum							250.00-
00077 MS POWER COMPANY	8/13 COMM CN	00201321	12000474	MNTHLY ELEC-COMM CNTRS	08/16/13	232863	5,155.69-
MS POWER COMPANY Sum							5,155.69-
00077 NEEL-SCHAFFER INC	1011163-12-1	00129136	12000481	FLOORING RENOVA SHERRILL CNTR	08/16/13	232875	273.00-
00077 NEEL-SCHAFFER INC	1011719-12-1	00129136	12000482	FLOORING RENOVA SHERRILL CNTR	08/16/13	232875	1,726.88-
NEEL-SCHAFFER INC Sum							1,999.88-
00077 NEWELL PAPER COMPANY	567822	00135234	12000449	JANIT SUPP COMM CNTRS	08/16/13	232877	365.00-
NEWELL PAPER COMPANY Sum							365.00-
00077 SMITH, JIM SERVICES	817980	00135360	12000459	A/C CONDENSING UNIT-SHERRILL	08/16/13	232930	4,999.00-
00077 SMITH, JIM SERVICES	817955	00135401	12000460	A/C REPR SIGLER CNTR	08/16/13	232930	1,455.09-
SMITH, JIM SERVICES Sum							6,454.09-
00077 SOLAR SUPPLY INC	3445351	00133958	12000451	A/C FILTERS CE ROY CNTR	08/16/13	232931	296.64-
SOLAR SUPPLY INC Sum							296.64-
00077 STANDARD OFFICE SUPPLY C	0036741-001	00135325	12000455	PROJECTOR SCREEN COMM CNTRS	08/16/13	232942	249.26-
STANDARD OFFICE SUPPLY C Sum							249.26-
00077 STEWART, CLYDE (REFUNDS)	SHERRILL CNT	02013700	12000475	DAMAGE DEPOSIT REFUND	08/16/13	232945	100.00-
STEWART, CLYDE (REFUNDS) Sum							100.00-
00077 THYSSENKRUPP ELEVATOR CO	3000655609	00135621	12000463	MAINT 8/13-10/13 CULTURAL CTR	08/16/13	232954	850.87-
THYSSENKRUPP ELEVATOR CO Sum							850.87-
00077 WILLIAMS, ALVIN (REFUNDS	SHERRILL CNT	02013700	12000480	DAMAGE DEPOSIT REFUND	08/16/13	232988	100.00-
WILLIAMS, ALVIN (REFUNDS Sum							100.00-
00077 WILLMUT GAS & OIL COMPAN	8/13 COMM CN	00201321	12000465	MNTHLY GAS-COMM CNTRS	08/16/13	232989	127.04-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WILLMUT GAS & OIL COMPAN							127.04-
Sum							
00077 WOLFE GANG MUSIC	15710	00134242	12000462	TUNE PIANO CE ROY CENTER	08/16/13	232991	100.00-
WOLFE GANG MUSIC							100.00-
Sum							
Sum							37,001.54-

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COMMUNITY DEVELOP. BLOCK GRANT							
00082 BRATCHER, ANITA	TRAV ADVANCE	00135492	12000228	TRAV ADV-ENVIRO TRNG ATLANTA	08/16/13	232662	897.12-
BRATCHER, ANITA Sum							897.12-
00082 CITY OF HATTIESBURG FUND	TRF 1ST 8/13	02013668	12000227	TRF 1ST 8/13 PAYROLL	08/06/13	36559	7,074.97-
CITY OF HATTIESBURG FUND Sum							7,074.97-
00082 MARK, SHARON N	TRAV ADVANCE	00135490	12000229	TRAV ADV-ENVIRO TRNG ATLANTA	08/16/13	232829	1,037.12-
MARK, SHARON N Sum							1,037.12-
Sum							9,009.21-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING AUGUST 16, 2013

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Grand Total Level Sum							3,320,721.74-

City of Hattiesburg, MS

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

Meeting Agenda - Final

Tuesday, August 20, 2013

4:30 PM

Council Chambers

City Council - Amendments to the Agenda

Add Policy Agenda Item VI.-29 at the request of the Administration as follows:

VI.-29 2013-0522 Adopt resolution setting public hearing for 4pm Monday, September 16, 2013, to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Attachments: MEMO-Unsafe Properties

Unsafe Properties Resolution

executed Unsafe Properties Resolution RES2013-79

City of Hattiesburg, MS

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

Master

File Number: 2013-0522

File ID:	2013-0522	**Type:**	Resolution	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	08/14/2013
Brief Title:	Unsafe Public Hearing 08/19/13			**Final Action:**	08/20/2013
				Minute Book Number:	MB2013-239

Title:

Adopt resolution setting public hearing for 4pm Monday, September 16, 2013, to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	MEMO-Unsafe Properties, Unsafe Properties Resolution, executed Unsafe Properties Resolution RES2013-79	**Enactment Number:**	
Contact:		**Meeting Date:**	08/20/2013
Drafter:	Nickie Hampton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	08/20/2013					
1	City Council	08/20/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Dryden to Adopt resolution setting public hearing for 4pm Monday, September 16, 2013, to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

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 2013-0522

Title

Adopt resolution setting public hearing for 4pm Monday, September 16, 2013, to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Summary

Unsafe Public Hearing 09/16/2013

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City Council

FROM: Wiley Quinn, Jr., Code Enforcement Manager

DATE: August 14, 2013

RE: Public Hearing (September 16, 2013)

I recommend setting a Public Hearing for 4 p.m. Monday, September 16, 2013, to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Case:	Address:	Parcel #:	Violation(s):	Ward(s):
1.	521 Mobile St.	34-444-34-9	AB, DB, OGL, T&L	2
2.	522 Mobile St.	34-444-35-14	AB, DB, T&L	2
3.	609 Mobile St.	34-444-43-3	AB, DB, T&L	2
4.	511 Mobile St.	34-444-34-5	AB, DB, T&L	2
5.	21 McCall St.	165D-5270-2203	AB, DB, OGL, T&L	5
6.	201 Willis Ave.	39-92-11-8	OGL, T&L	5
7.	506 Duke Ave.	39-60-3-10	AB, DB, OGL, T&L	2
8.	1208 Atlanta St.	33-204-3-4	AB, DB, OGL, T&L	2
9.	311 Pauline Ave.	39-440-7-4	AB, DB, OGL, T&L	5
10.	900 E. 6th St.	34-264-8-7	AB, DB, OGL, T&L	2
11.	203 Mallory St.	39-16-3-5	AB, DB, OGL, T&L	2
12.	711 Lincoln St.	44-656-5-7	OGL, T&L	2
13.	722 Atlanta St.	34-992-12-7	OGL, T&L	2
14.	300 W. 5Th St.	27-736-1-1	OGL, T&L	2
15.	805 Dabbs St.	39-812-6-3	OGL, T&L	2

16.	105 Harrell St.	30-628-1-5	OGL, T&L	5
17.	1203 E. Laurel Ave.	43-624-9-3	OGL, T&L	2
18.	713 Walnut St.	39-844-1-6	OGL, T&L	2
19.	1217 Mcinnis Ave.	43-624-4-5	OGL, T&L	2
20.	E. Laurel Ave.	43-624-9-14	OGL, T&L	2
21.	1205 E. Laurel Ave.	43-624-9-1	OGL, T&L	2
22.	E. Laurel Ave.	43-624-5-9	OGL, T&L	2
23.	Gamble St.	19-572-1-9	OGL, T&L	2
24.	707 Lincoln St.	44-656-5-9	OGL, T&L	2
25.	709 Lincoln St.	44-656-5-8	OGL, T&L	2
26.	1403 Elizabeth Ave.	43-696-10-3	OGL, T&L	2
27.	720 Lincoln St.	44-656-4-22	OGL, T&L	2
28.	1208 Scott St.	33-4-7-9	OGL, T&L	2
29.	402 W. 4th St.	28-560-3-1	OGL, T&L	2
30.	111 Kamper St.	35-292-10-4	OGL, T&L	2
31.	109 Kamper St.	35-292-10-5	OGL, T&L	2
32.	107 Kamper St.	35-292-10-6	OGL, T&L	2
33.	913 Dewey St.	34-132-1-3	AB, DB, OGL, T&L	2
34.	312 E. 9th St.	34-132-1-3	AB, DB, OGL, T&L	2
35.	100 Donwood P1	13-500-2-13	AB, DB, OGL, T&L	3
36.	201 Edna St.	35-620-5-2	AB, DB, OGL, T&L	2
37.	3501 Hillside Dr.	10-1009-43	AB, DB, T&L, OS	2
38.	520 E. 7th St.	34-348-6-22	DB, T&L	2

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898
(601) 554 – 1027

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

RESOLUTION

WHEREAS, complaint has been made to the City of Hattiesburg, Mississippi, that the following properties to wit:

CASE#:	ADDRESS:	PARCEL NUMBER:	WARD:
1.	521 Mobile St.	34-444-34-9	2
2.	522 Mobile St.	34-444-35-14	2
3.	609 Mobile St.	34-444-43-3	2
4.	511 Mobile St.	34-444-34-5	2
5.	21 McCall St.	165D-5270-2203	5
6.	201 Willis Ave.	39-92-11-8	5
7.	506 Duke Ave.	39-60-3-10	2
8.	1208 Atlanta St.	33-204-3-4	2
9.	311 Pauline Ave.	39-440-7-4	5
10.	900 E. 6th St.	34-264-8-7	2
11.	203 Mallory St.	39-16-3-5	2
12.	711 Lincoln St.	44-656-5-7	2
13.	722 Atlanta St.	34-992-12-7	2
14.	300 W. 5Th St.	27-736-1-1	2
15.	805 Dabbs St.	39-812-6-3	2
16.	105 Harrell St.	30-628-1-5	5
17.	1203 E. Laurel Ave.	43-624-9-3	2
18.	713 Walnut St.	39-844-1-6	2
19.	1217 Mcinnis Ave.	43-624-4-5	2
20.	E. Laurel Ave.	43-624-9-14	2
21.	1205 E. Laurel Ave.	43-624-9-1	2
22.	E. Laurel Ave.	43-624-5-9	2

23.	Gamble St.	19-572-1-9	2
24.	707 Lincoln St.	44-656-5-9	2
25.	709 Lincoln St.	44-656-5-8	2
26.	1403 Elizabeth Ave.	43-696-10-3	2
27.	720 Lincoln St.	44-656-4-22	2
28.	1208 Scott St.	33-4-7-9	2
29.	402 W. 4th St.	28-560-3-1	2
30.	111 Kamper St.	35-292-10-4	2
31.	109 Kamper St.	35-292-10-5	2
32.	107 Kamper St.	35-292-10-6	2
33.	913 Dewey St.	34-132-1-3	2
34.	312 E. 9th St.	34-132-1-3	2
35.	100 Donwood P1	13-500-2-13	3
36.	201 Edna St.	35-620-5-2	2
37.	3501 Hillside Dr.	10-1009-43	2
38.	520 E. 7th St.	34-348-6-22	2

Are in such a state of uncleanliness so as to be menace to the health and safety of the community; and

WHEREAS, it is in the public interest that the City Council, on its own motion, hold hearings as Provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether the above properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owner of the above described properties be notified, as provided by law, of a hearing to be held by the City Council in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, at 4:00 p.m. on Monday, September 16, 2013, to determine whether the above-described properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

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

YEAS: NAYS: ABSENT:

The President thereby declared the motion carried and the Resolution adopted this, the 20th day of August, A.D., 2013.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor this, the 20th day of August, A.D., 2013.

ATTEST: ADOPTED:

_____ _____

CITY CLERK MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898
(601) 554 – 1027

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

WHEREAS, complaint has been made to the City of Hattiesburg, Mississippi, that the following properties to wit:

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4.	511 Mobile St.	34-444-34-5	2
5.	21 McCall St.	165D-5270-2203	5
6.	201 Willis Ave.	39-92-11-8	5
7.	506 Duke Ave.	39-60-3-10	2
8.	1208 Atlanta St.	33-204-3-4	2
9.	311 Pauline Ave.	39-440-7-4	5
10.	900 E. 6th St.	34-264-8-7	2
11.	203 Mallory St.	39-16-3-5	2
12.	711 Lincoln St.	44-656-5-7	2
13.	722 Atlanta St.	34-992-12-7	2
14.	300 W. 5Th St.	27-736-1-1	2
15.	805 Dabbs St.	39-812-6-3	2
16.	105 Harrell St.	30-628-1-5	5
17.	1203 E. Laurel Ave.	43-624-9-3	2
18.	713 Walnut St.	39-844-1-6	2
19.	1217 Mcinnis Ave.	43-624-4-5	2
20.	E. Laurel Ave.	43-624-9-14	2
21.	1205 E. Laurel Ave.	43-624-9-1	2
22.	E. Laurel Ave.	43-624-5-9	2

23.	Gamble St.	19-572-1-9	2
24.	707 Lincoln St.	44-656-5-9	2
25.	709 Lincoln St.	44-656-5-8	2
26.	1403 Elizabeth Ave.	43-696-10-3	2
27.	720 Lincoln St.	44-656-4-22	2
28.	1208 Scott St.	33-4-7-9	2
29.	402 W. 4th St.	28-560-3-1	2
30.	111 Kamper St.	35-292-10-4	2
31.	109 Kamper St.	35-292-10-5	2
32.	107 Kamper St.	35-292-10-6	2
33.	913 Dewey St.	34-132-1-3	2
34.	312 E. 9th St.	34-132-1-3	2
35.	100 Donwood Pl	13-500-2-13	3
36.	201 Edna St.	35-620-5-2	2
37.	3501 Hillside Dr.	10-1009-43	2
38.	520 E. 7th St.	34-348-6-22	2

Are in such a state of uncleanliness so as to be menace to the health and safety of the community; and

WHEREAS, it is in the public interest that the City Council, on its own motion, hold hearings as Provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether the above properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

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The above and foregoing Resolution, having been first reduced to writing, was introduced by Council member Delgado, seconded by Council member Dryden 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 20th day of August, A.D., 2013.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor this, the 20th day of August, A.D., 2013.

ATTEST:

CITY CLERK

ADOPTED:

MAYOR