City of Hattiesburg, MS

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

Meeting Agenda - Final

Tuesday, August 4, 2015

4:00 PM

Council Chambers

City Council

I. Call to Order

II. Call to Prayer and Pledge of Allegiance

III. Agenda Order

IV. Approval of Minutes

for the July 6, 7, 20 and 21, 2015, City Council meeting.

V. PRESENTATION AGENDA

VI. POLICY AGENDA

VI.-1 2015-2048 Amend Ordinance Number 3152, adopted March 3, 2015 at Minute Book 2015 page 56, to update the current Flood Damage Prevention Ordinance for the City of Hattiesburg so as to conform to FEMA requirements.

Attachments: MEMO JUNE 2015 floodplain ordinance
Ordinance - Chapter 10 - 2015 Flood Ordinance - 8-4-2015 - legal 1
executed Ordinance - Chapter 10 - 2015 Flood Ordinance - 8-4-2015 - legal 1 C

VI.-2 2015-1996 Take from the Table and Amend Ordinance 3154 to include updated exhibits for employee pay scale.

Attachments: Position Titles and Grade
Non Sworn Employee Pay Scale
Sworn Police Pay Scale
Sworn Fire Pay Scale
Salaries Set by Council

VI.-3 2015-316 Adopt Resolutions determining the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community and providing a specified period of time to remove violations per the recommendations of the Code Enforcement Division Manager.

Attachments:
Adopt Resolution Memo
1. 1301 Putnam Ave
2. 907 Flowers St
3. 501 Hood Rd
4. 101 Amos Rd
5. 109 Amos St
6. 10 Longino Rd
7. 204 Railroad Ave
8. 17 Longino Rd
executed 1. 1301 Putnam Ave RES#2015-92
executed 2. 907 Flowers St RES#2015-93
executed 3. 501 Hood Rd RES#2015-94
executed 4. 101 Amos Rd RES#2015-95
executed 5. 109 Amos St RES#23015-96
executed 6. 10 Longino Rd RES#2015-97
executed 7. 204 Railroad Ave RES#2015-98
executed 8. 17 Longino Rd RES#2015-99

VI.-4 2015-2054 Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Resinall QALICB, LLC for a period not to exceed ten (10) years, commencing December 31, 2014 and ending on December 31, 2024., with a true total value of $748,685.62 or the amount approved by the Mississippi Department of Revenue.

Attachments:
ADP- memo-Resinall
Assessor position of statement-Resinall
Resinall App. 8-4-15
Resinall Resolution- 8-4-15
executed Resinall Resolution- 8-4-15 RES#2015-100

VI.-5 2015-2055 Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Excel Injection Molding, Inc, for a period not to exceed ten (10) years, commencing on December 31, 2015 and ending December 31, 2024, with a true total value of $169,278.00 or the amount approved by the Mississippi Department of Revenue.

Attachments:
ADP Memo-Excel
Application-Excel-8-4-15
Position of Statement-Excel-8-4-15
Excel Resolution
executed Excel Resolution RES#2015-101

VI.-6 2015-2056 Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Western Container Corporation, for a period not to exceed ten (10) years, commencing December 31, 2014 and ending on December 31, 2024, with a total true value of $ 2,830,027.50 or the amount approved by the Mississippi Department of Revenue.

Attachments:
Western Container App-8-4-15
Western Container Res-8-4-15
Position Statement-Western Container
ADP-Memo-Western Container
executed Western Container Res-8-4-15 RES#2015-102

VI.-7 2015-2057 Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Mar-Jac Poultry MS,LLC for a period not exceed ten(10) years, commencing on December 31, 2014 and ending December 31, 2024, with a true total value of $ 10,888,693.24 or the amount approved by the Mississippi Department of Revenue.

Attachments:
Resolution-Mar Jac
Position of Statement-Mar-Jac
MAr-Jac-App
ADP memo-Mar-Jac

VI.-8 2015-2059 Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to, York International Corp, for a period not to exceed ten(10) years, commencing December 31, 2014 and ending December 31, 2024, with a true total value of $275,875.43 or the amount approved by the Mississippi Department of Revenue.

Attachments: ADP memo-York
Position of statement-York
York-Resolution
York-Application
executed York-Resolution RES#2015-103

VI.-9 2015-2064 Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Green Bay Converting, Inc, for a period not to exceed ten(10) years, commencing December 31, 2014 and ending December 31, 2024, with a true value of $3,491,573.00 or the amount approved by the Mississippi Department of Revenue.

Attachments: Green Bay-App
ADP-Memo-Green Bay
Position of Statement-Green Bay
Green Bay- Resolution
executed Green Bay- Resolution RES#2015-104

VI.-10 2015-315 Adopt a Resolution authorizing Requisition No. 32 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: 2013 Bond Resolution No. 32
executed 2013 Bond Resolution No. 32 RES#2015-105

VI.-11 2015-2060 Authorize and approve Mayor to execute an agreement in triplicate between the City of Hattiesburg and Simon Lian for Domestic Wastewater flow from a business located at 6855 Lincoln Road into Hattiesburg's wastewater collection system and treatment facility,and to provide for payment of Hattiesburg's conveyance and treatment charges.

Attachments: Simon Lian-Agreement
executed Simon Lian-Agreement

VI.-12 2015-2049 Approve and authorize publication of a Request for Proposals for services related to the development of Phase II of the Western Beltway Feasibility Study..

.Summary
The City of Hattiesburg (LPA), an Equal Opportunity Employer, intends to employ a consulting engineering firm to provide engineering professional services utilizing a Cost plus Fixed Fee or labor hour/Unit Price contract for the feasibility of roadway improvements on the Western Beltway project. This mulit-lane facility will begin in the vicinity of Pep's Point Rd. and Hwy 49 intersection to intersections of Interstate 59 and Evelyn Gandy Parkway.

Attachments: LEGAL NOTICE_Western Beltway_7-21-15_V2

VI.-13 2015-2047 Approve and authorize the Mayor to Upgrade and Renew the agreemeent with Airbus DS Communications Notification Solutions and Services formally known as (Cassidian Communications Reverse 911 for Notification Solutions and Services) at a cost of $11,630.00.

Attachments: Hattiesburg Upgrade to NXT-VESTA Alert 2015

executed Hattiesburg Upgrade to NXT-VESTA Alert 2015

VI.-14 2015-2063 Authorize Mayor to execute agreement with Acuity Group to be service agent on all voluntary and core benefits offered to the City of Hattiesburg, not to exceed a period of 36 months.

Attachments: Acuity Service Agreement -2015

executed Acuity Service Agreement -2015

VI.-15 2015-2058 Set a public hearing for 6 p.m. Tuesday, September 8, 2015, in Council Chambers at City Hall; for the proposed budget and proposed tax levies for Fiscal year 2016 for the City of Hattiesburg; authorize publication of Notice of Public Hearing for same.

Attachments: Notice of Public Hearing on Budget, Tax Levy

VI.-16 2015-1995 Take from the Table and Approve or Deny changes to wages and salaries proposed in accordance with Ordinance 3154 Section III-H, as detailed in attached worksheet.

Attachments: Memo-Pay Increases 7.7.15

VI.-17 2015-2065 Take from the Table and Approve or Deny changes to wages and salaries proposed in accordance with Ordinance 3154 Section III-H, as detailed in attached worksheet.

Attachments: Memo-Pay Increases 8.4.15.xlsx

VI.-19 2015-2053 Approve Tenant Based Rental Assistance Contracts with Affordable Southern Homes and authorize the Mayor to execute in duplicate for same.

Attachments: TBRA Agreements

executed TBRA Agreements

VI.-18 2015-2051 Approve the City of Hattiesburg HOME Tenant Based Rental Assistance - Rental Deposit Only Program Guidelines

Attachments: COH TBRA Guidelines

VII. ROUTINE AGENDA

VII.-1 2015-2066 Authorize Mayor to execute Maintenance Contract between The City of Hattiesburg and CDW-G for Unitrends Annual Support.

Attachments: unitrendssupport

VII.-2 2015-2038 Acknowledge donation from Forrest County, in the amount of Thirty Thousand Dollars ($30,000.00) to the City of Hattiesburg to be placed in the Road and Bridge Fund for sidewalks on 34th Ave.

Attachments: Receipt

VII.-3 2015-2039 Acknowldege receipt of Assistance to Firefighters Grant from Homeland Security in the amount of $25,000.00. with a required cost match from the City of Hattiesburg in the amount of $2,566.00.

Attachments: Assistance to Firefighters Grant

VII.-4 2015-2045 Acknowledge receipt of the unadvertised bid purchase docket for the period of June 30, 2015 through July 27, 2015 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Attachments: 08-04-UAB Docket

VII.-5 2015-2062 Acknowledge receipt from I'nes Faye Hicks Certificate of Attendance of the Municipal Court Clerks Statewide Seminar.

Attachments: Certificate-Hicks

VII.-6 2015-2040 Approve fair market value offer and just compensation to Amhad R. Lewis for property at Lot 14, Block 20, Hattiesburg Heights Proper, City of Hattiesburg, Forrest County, MS (Tax Parcel No: 2-029M-09-489.00) for a permanent utility easement for construction and maintenance of proposed sewer line (comSWIP Ph VII); Authorize manual check for same in the amount of Five Hundred and no/100 Dollars ($ 500.00).; Acknowledge receipt of easement; Authorize City Clerk to record with Forrest County.

Attachments: Amhad R. Lewis easement

VII.-7 2015-2041 Acknowledge receipt of Permanent Utility Easement from Gloria Fertitta, owner, for a parcel of land in Lamar County (SW corner of SE 1/4 of SW 1/4 of Section 1, T-4-N, R-14-W, City of Hattiesburg, Lamar County, Mississippi); Authorize City Clerk to record with Lamar County.

Attachments: Gloria Fertitta easement

VII.-8 2015-2043 Acknowledge bids received July 23, 2015 for the Comprehensive Water Improvements Project Phase III - Mobile and Bouie St. (ComSwip Water Phase III), and accept the bid from T. L. Wallace Construction, Inc. in the amount of $1,722,687 as the lowest and best bid; Authorize Mayor to execute contract documents upon preparation.

Attachments: Bid Letter

Bid Tab

VII.-9 2015-2044 Approve the sale of grave spaces, per attached memo.

Attachments: Deeds 8-4-15

Cemetery Rec-8-4-15

executed Cemetery Rec-8-4-15

VII.-10 2015-2052 Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum. (Entitlement HOME)

Attachments: Affordable Southern Homes Requests for Payment

VII.-11 2015-2050 Approve and authorize issuance of manual checks for CDBG Program Claims per attached memorandum. (Entitlement CDBG)

Attachments: Osceola McCarty Requests for Payment

VII.-12 2015-2042 Approve claims docket for the period ending July 31, 2015.

Attachments: DOCKET 15.07-31

City of Hattiesburg, MS

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

Master

File Number: 2015-2048

File ID:	2015-2048	**Type:**	Ordinance	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	07/28/2015
Brief Title:	Amending Chapter 10 of the Code of Ordinance			**Final Action:**	
				Minute Book Number:	MB2015-232

Title:

Amend Ordinance Number 3152, adopted March 3, 2015 at Minute Book 2015 page 56, to update the current Flood Damage Prevention Ordinance for the City of Hattiesburg so as to conform to FEMA requirements.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	MEMO JUNE 2015 floodplain ordinance, Ordinance - Chapter 10 - 2015 Flood Ordinance - 8-4-2015 - legal 1, executed Ordinance - Chapter 10 - 2015 Flood Ordinance - 8-4-2015 - legal 1 ORD#3165	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/04/2015	Amend				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Amend Ordinance Number 3152, adopted March 3, 2015 at Minute Book 2015 page 56, to update the current Flood Damage Prevention Ordinance for the City of Hattiesburg so as to conform to FEMA requirements.

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 2015-2048

Title

Amend Ordinance Number 3152, adopted March 3, 2015 at Minute Book 2015 page 56, to update the current Flood Damage Prevention Ordinance for the City of Hattiesburg so as to conform to FEMA requirements.

Summary

Amend Chapter 10 of the Code of Ordinance, Ordinance Number 3152, updating Flood Damage Prevention Ordinance

U.S. Department of Homeland Security
Region IV
3003 Chamblee-Tucker Road
Atlanta, GA 30341

FEMA

June 16, 2015

The Honorable Johnny DuPree, Ph.D.
Mayor, City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403-1898

RE: National Flood Insurance Program (NFIP) – Flood Damage Prevention Ordinance

Dear Mayor DuPree:

We received a copy of your recently adopted Flood Damage Prevention Ordinance on March 11, 2015. It was reviewed and tentatively approved on March 16, 2015. The tentative approval will expire on August 17, 2015. There are a few items within the ordinance that do not meet the minimum requirements of the NFIP that will need to be amended (noted below). Please provide us with a copy of the amended ordinance on or before August 17, 2015, otherwise we must begin the process to suspend the City of Hattiesburg from the NFIP.

The following sections of the ordinance that need to be amended or clarified:

1. Article 5, Section C (7)(a)
   The citation at the end on the paragraph should refer to Article 5 Section C-4, not C-3. Section C-4 is the enclosure requirements, which contains the flood opening requirements.

2. Article 5, Section C (8)(b)
   The citation should refer to Article 5, Section C-8a; the floodway requirement. It currently cites subsection 7, the manufactured home requirements.

3. Article 5, Section C (8)(d)
   Remove the word "may" near the end of the 5th line. The sentence starts with "These encouraged uses may require……" All development within the Floodway is subject to the requirements of 44 CFR 60.3 (d)(3) which states "Prohibit encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practices that the proposed encroachment would not result in any increase in the flood levels within the community during the occurrence of the base flood discharge". Additionally all development within the Floodway is subject to Article 5, Section C (8)(a) of the City's Ordinance.

4. Article 6, Section A, (4)(a)
   "Functionally dependent historic structures…" Two completely different structure classifications appear to have been combined. Was it the Community's intent, that only historic structures that are functionally dependent would be considered for variances; or was the intent to be both functionally dependent and historic structures would be considered for variances?

Items 1 and 2 were identified during the March 16, 2015, review of the adopted ordinance. Items 3 and 4 were identified during our review of the final draft ordinance, the comments were provided within the ordinance that was emailed to the Mississippi State NFIP Coordinator on February 26, 2015.

We appreciate the City's commitment to administering the NFIP. We continue to offer any assistance you may require. Should you have any questions regarding the ordinance amendments or submittal requirements please call Ms. Hansen at 770-220-5288 or email her at tamara.hansen@fema.dhs.gov.

Sincerely,

for Susan W. Wilson, CFM, Chief
Floodplain Management and Insurance Branch
Mitigation Division

Cc: Mr. Stacey Ricks, State NFIP Coordinator
Ginger Maddox, CFM, Floodplain Manager

I:\Mitigation Division\People\Hansen T\CAVs\hattiesburg - tentative ordinance approval letter.docx:5288\mus5402 6-12-15

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
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P.O. Box 1898
Hattiesburg, MS 39403
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INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE ADOPTING CHAPTER 10 OF THE CODE OF ORDINANCES, WHICH ESTABLISHED THE FLOOD DAMAGE PREVENTION ORDINANCE FOR THE CITY OF HATTIESBURG , REPEALING ORDINANCE NUMBER 3152, ADOPTED March 3, 2015, 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 model (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 substantial 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.

D Zone is an area in which the flood hazard is undetermined.

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 Forrest County Flood Insurance Study, dated March 16, 2015, 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.

Map Number	Map Revised Date	Map Number	Map Revised Date
28035C0015D	3/2/2010	28035C0119D	3/2/2010
28035C0020D	3/2/2010	28035C0126D	3/2/2010
28035C0040D	3/2/2010	28035C0127D	3/2/2010
28035C0041D	3/2/2010	28035C0128D	3/2/2010
28035C0042D	3/2/2010	28035C0129D	3/2/2010
28035C0043D	3/2/2010	28035C0135D	3/2/2010
28035C0044D	3/2/2010	28035C0140D	3/2/2010
28035C0062D	3/2/2010	28035C0145D	3/2/2010
28035C0063D	3/2/2010	28035C0155D	3/2/2010
28035C0064D	3/2/2010	28035C0160D	3/2/2010
28035C0070D	3/2/2010	28035C0165D	3/2/2010
28035C0080D	3/2/2010	28035C0170D	3/2/2010
28035C0085D	3/2/2010	28035C0180D	3/2/2010
28035C0101D	3/2/2010	28035C0185D	3/2/2010
28035C0102D	3/2/2010	28035C0190D	3/2/2010
28035C0103D	3/2/2010	28035C0195D	3/2/2010
28035C0104D	3/2/2010	28035C0205D	3/2/2010
28035C0106D	3/2/2010	28035C0210D	3/2/2010
28035C0107D	3/2/2010	28035C0215D	3/2/2010
28035C0108D	3/2/2010	28035C0220D	3/2/2010
28035C0109E	3/16/2015	28035C0230D	3/2/2010
28035C0111D	3/2/2010	28035C0235D	3/2/2010
28035C0112D	3/2/2010	28035C0240D	3/2/2010
28035C0114D	3/2/2010	28035C0245D	3/2/2010
28035C0116D	3/2/2010	28035C0275D	3/2/2010

28035C0117E	3/16/2015	28035C0300D	3/2/2010
28035C0118D	3/2/2010		

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.

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 or at least one foot above the centerline of the designated street, whichever is greater. 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. In special flood hazard areas with base flood elevations (AE Zones) but without floodways, no encroachments, including fill material or structures, shall be permitted unless certification by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community. The engineering certification must be supported by technical data that conforms to standard hydraulic engineering principles.

4. 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.

5. 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.

6. 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.

7. 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-4. 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 7 a. or Article 5, Section C 7 b. (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.

8. Floodways. Located within areas of special flood hazard adopted by reference in Article 3, Section B, 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-8a 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 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. No encroachments, including fill material or other development, shall be located within a distance of the stream bank equal to five times the width of the stream at the top of the bank or twenty feet each side from the top of the bank, whichever is greater, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge. The enclosure standards of Article 5, Section C (4) 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 Hattiesburg Planning Commission, hereafter known as the "HPC", as established by the City Council of the City of Hattiesburg, shall hear and decide appeals and requests for variances from requirements of this ordinance.

2. Any person aggrieved by the recommendation of "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. contributing 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 E, 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 "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 "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 "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.

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 may apply for a variance. If the repair or rehabilitation to a historic structure meet the following three criteria, the buildings will not have to be elevated or flood proofed.

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.

SECTION F. SPECIAL CONDITIONS.

Upon consideration of the factors listed in Article 6, and the purposes of this ordinance, the Hattiesburg Planning Commission may attach such conditions to the granting of variances, as it deems necessary to further the purposes of this ordinance.

SECTION G. FLOODWAY.

Variances shall not be issued within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.

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 3152, adopted March 3, 2015 at Minute Book 2015 page 56, 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., 2015.

(SEAL)

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., 2015.

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 3165
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE ADOPTING CHAPTER 10 OF THE CODE OF ORDINANCES, WHICH ESTABLISHED THE FLOOD DAMAGE PREVENTION ORDINANCE FOR THE CITY OF HATTIESBURG , REPEALING ORDINANCE NUMBER 3152, ADOPTED March 3, 2015, 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 model (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 substantial 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.

D Zone is an area in which the flood hazard is undetermined.

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 Forrest County Flood Insurance Study, dated March 16, 2015, 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.

Map Number	Map Revised Date	Map Number	Map Revised Date
28035C0015D	3/2/2010	28035C0119D	3/2/2010
28035C0020D	3/2/2010	28035C0126D	3/2/2010
28035C0040D	3/2/2010	28035C0127D	3/2/2010
28035C0041D	3/2/2010	28035C0128D	3/2/2010
28035C0042D	3/2/2010	28035C0129D	3/2/2010
28035C0043D	3/2/2010	28035C0135D	3/2/2010
28035C0044D	3/2/2010	28035C0140D	3/2/2010
28035C0062D	3/2/2010	28035C0145D	3/2/2010
28035C0063D	3/2/2010	28035C0155D	3/2/2010
28035C0064D	3/2/2010	28035C0160D	3/2/2010
28035C0070D	3/2/2010	28035C0165D	3/2/2010
28035C0080D	3/2/2010	28035C0170D	3/2/2010
28035C0085D	3/2/2010	28035C0180D	3/2/2010
28035C0101D	3/2/2010	28035C0185D	3/2/2010
28035C0102D	3/2/2010	28035C0190D	3/2/2010
28035C0103D	3/2/2010	28035C0195D	3/2/2010
28035C0104D	3/2/2010	28035C0205D	3/2/2010
28035C0106D	3/2/2010	28035C0210D	3/2/2010
28035C0107D	3/2/2010	28035C0215D	3/2/2010
28035C0108D	3/2/2010	28035C0220D	3/2/2010
28035C0109E	3/16/2015	28035C0230D	3/2/2010
28035C0111D	3/2/2010	28035C0235D	3/2/2010
28035C0112D	3/2/2010	28035C0240D	3/2/2010
28035C0114D	3/2/2010	28035C0245D	3/2/2010
28035C0116D	3/2/2010	28035C0275D	3/2/2010

28035C0117E	3/16/2015	28035C0300D	3/2/2010
28035C0118D	3/2/2010		

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.

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 or at least one foot above the centerline of the designated street, whichever is greater. 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. In special flood hazard areas with base flood elevations (AE Zones) but without floodways, no encroachments, including fill material or structures, shall be permitted unless certification by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community. The engineering certification must be supported by technical data that conforms to standard hydraulic engineering principles.

4. 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.

5. 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.

6. 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.

7. 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-4. 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 7 a. or Article 5, Section C 7 b. (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.

8. Floodways. Located within areas of special flood hazard adopted by reference in Article 3, Section B, 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-8a 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 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. No encroachments, including fill material or other development, shall be located within a distance of the stream bank equal to five times the width of the stream at the top of the bank or twenty feet each side from the top of the bank, whichever is greater, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge. The enclosure standards of Article 5, Section C (4) 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 Hattiesburg Planning Commission, hereafter known as the "HPC", as established by the City Council of the City of Hattlesburg, shall hear and decide appeals and requests for variances from requirements of this ordinance.

2. Any person aggrieved by the recommendation of "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. contributing 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 E, 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 "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 "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 "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.

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 may apply for a variance. If the repair or rehabilitation to a historic structure meet the following three criteria, the buildings will not have to be elevated or flood proofed.

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.

SECTION F. SPECIAL CONDITIONS.

Upon consideration of the factors listed in Article 6, and the purposes of this ordinance, the Hattiesburg Planning Commission may attach such conditions to the granting of variances, as it deems necessary to further the purposes of this ordinance.

SECTION G. FLOODWAY.

Variances shall not be issued within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.

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 3152, adopted March 3, 2015 at Minute Book 2015 page 56, 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 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 Ordinance adopted and approved on this, the 4th, day of August, A.D., 2015.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Ordinance having been submitted to and approved by the Mayor this, the 4th day of August, A.D., 2015.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2015-1996

File ID: 2015-1996 **Type:** Regular Agenda Item **Status:** Tabled

Version: 3 **Reference:** **In Control:** City Council

File Created: 07/01/2015

Brief Title: Pay Scale-Hav Pay **Final Action:**

Minute Book Number: MB2015-202-203, (TA

Title:

Take from the Table and Amend Ordinance 3154 to include updated exhibits for employee pay scale.

Notes:

Sponsors: **Enactment Date:**

Attachments: Position Titles and Grade, Non Sworn Employee Pay Scale, Sworn Police Pay Scale, Sworn Fire Pay Scale, Salaries Set by Council **Enactment Number:**

Contact: **Meeting Date:** 07/21/2015

Drafter: Kermas Eaton **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/07/2015	Table				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to TABLE until the next meeting to Amend Ordinance 3154 to include updated exhibits for employee pay scale.

Council member Carroll said he thinks most of these numbers are correct, but that because of the questions [that have been raised] it would be good to be sure [the exhibits] are accurate before approving them. He noted that Council member Delgado also has questions.

Following 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

2	City Council	07/21/2015	Table				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Take from the Table and TABLE until the next Council meeting to Amend Ordinance 3154 to include updated exhibits for employee pay scale.

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

Yeas: 4 - Bradley, Delgado, Carroll, and Dryden

Nays:0

Absent: 1 - Naylor

Yea:	4	Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden
ΓEL-No Vote:	0	

3 City Council 08/04/2015 Table Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Take from the Table and to TABLE until the Council receives the consultant's report to Amend Ordinance 3154 to include updated exhibits for employee pay scale.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 1 - Delgado

Yea:	4	Council Member Bradley Council Member Carroll Council Member Dryden Council Member Naylor
Nay:	1	Council Member Delgado
ΓEL-No Vote:	0	

Text of Legislative File 2015-1996

Title

Take from the Table and Amend Ordinance 3154 to include updated exhibits for employee pay scale.

Summary

Updated pay scale.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

POSITION TITLE	GRADE
ACCOUNTANT	17-18
ACCOUNTING TECHNICIAN	10-16
ADMINISTRATIVE ASSISTANT	12-16
ADMINISTRATIVE ASSISTANT/ACCREDITATION MGR	16
ANIMAL CONTROL OFFICER	6
ASSESSMENT COLLECTION ASSISTANT	6
ASSISTANT DIVISION MANAGER	16-18
ASSISTANT RECREATION SPECIALIST	1
ASSISTANT TO MAYOR	23
CENTER SUPERVISOR	9
CHIEF FINANCIAL OFFICER	23
CITY ATTORNEY	SET BY COUNCIL
CLERK OF COUNCIL	23
CODE ENFORCEMENT OFFICER	9
COMMUNITY DEVELOPMENT SPECIALIST	16-19
COMPTROLLER	23
COUNCIL	SET BY COUNCIL
CREW FOREMAN	7-15
CREW SUPERVISOR	9-17
CREW WORKER	4
CRIME ANALYST	12
CRIME SCENE TECHNICIAN	18
CUSTODIAN	4
DEPARTMENT DIRECTOR	24
DEPUTY COURT CLERK	5
DEPUTY COURT CLERK/PROGRAM COORDINATOR	14
DEPUTY MUNICIPAL CLERK	6
DISABILITY ADVOCATE	15
DIVISION MANAGER	17-21
DRIVER	15
ENGINEER SUPERVISOR	16
ENGINEER TECHNICIAN	13-16
EQUIPMENT OPERATOR	6
EVIDENCE TECHNICIAN	9
FACILITY MAINTENANCE REPAIRER	6
FACILITY MAINTENANCE WORKER	4
FIRE RECRUIT	SEE FIRE PAY SCALE
FIRE/ASSISTANT CHIEF	SEE FIRE PAY SCALE
FIRE/BATTALION CHIEF	SEE FIRE PAY SCALE
FIRE/CAPTAIN	SEE FIRE PAY SCALE
FIRE/CHIEF	SET BY COUNCIL

POSITION TITLE	GRADE
FIRE/ENGINEER	SEE FIRE PAY SCALE
FIRE/LIEUTENANT	SEE FIRE PAY SCALE
FIRE/RECRUIT	SEE FIRE PAY SCALE
FIREFIGHTER	SEE FIRE PAY SCALE
FIREFIGHTER/RELIEF DRIVER	SEE FIRE PAY SCALE
GENERAL MANAGER	19-23
GIS TECHNICIAN	16
GRANT COORDINATOR	17
HOUSING COORDINATOR	16
HOUSING REHABILITATION SPECIALIST	17
HUMAN RESOURCES MANAGER	21
HUMAN RESOURCES SPECIALIST	17
INFORMATION SYSTEMS MANAGER	23
INTERN	4
LIFEGUARD	6
MAYOR	SET BY COUNCIL
MECHANIC	12
MUNICIPAL COURT CLERK	18
MUNICIPAL JUDGE	SET BY COUNCIL
MUNICIPAL PROSECUTOR POST I	SET BY COUNCIL
MUNICIPAL PROSECUTOR POST II	SET BY COUNCIL
MUNICIPAL PUBLIC DEFENDER	SET BY COUNCIL
NEIGHBORHOOD DEVELOPMENT OFFICER	17
OFFICE ASSISTANT	6
OFFICE MANAGER	13-17
OPERATING ENGINEER	7
PARKING ATTENDANT	2
PARKING VIOLATION OFFICER	9
PLANNER	17-19
PLANNING MANAGER	21
POLICE/ASSISTANT CHIEF	SEE POLICE PAY SCALE
POLICE/CAPTAIN	SEE POLICE PAY SCALE
POLICE/CHIEF	SET BY COUNCIL
POLICE/LIEUTENANT	SEE POLICE PAY SCALE
POLICE/MAJOR	SEE POLICE PAY SCALE
POLICE/OFFICER	SEE POLICE PAY SCALE
POLICE/RECRUIT	SEE POLICE PAY SCALE
POLICE/SERGEANT	SEE POLICE PAY SCALE
PROGRAMMER	19
PUBLIC RELATIONS COORDINATOR	17
PURCHASING ASSISTANT	13
RECORDS CLERK	5

POSITION TITLE	GRADE
RECREATION SPECIALIST	6-12
SCHOOL PATROL	3
SHOP FOREMAN	15
SYSTEMS TECHNICIAN	16
TECHNICAL INSPECTOR	16
TELECOMMUNICATOR	7
TELESERVICE CLERK	5
TEMPORARY	DEPENDS ON POSITION
TRANSIT SPECIALIST	19
VICTIMS ADVOCATE	7

NON-SWORN EMPLOYEE PAY SCALE

Grade One	**$ 15,080.00**	annually	**$ 27,310.40**	annually
	$ 7.25	hourly	$ 13.13	hourly
Grade Two	**$ 16,640.00**	annually	**$ 30,139.20**	annually
	$ 8.00	hourly	$ 14.49	hourly
Grade Three	**$ 17,160.00**	annually	**$ 31,075.20**	annually
	$ 8.25	hourly	$ 14.94	hourly
Grade Four	**$ 18,720.00**	annually	**$ 33,904.00**	annually
	$ 9.00	hourly	$ 16.30	hourly
Grade Five	**$ 19,760.00**	annually	**$ 35,796.80**	annually
	$ 9.50	hourly	$ 17.21	hourly
Grade Six	**$ 20,800.00**	annually	**$ 37,668.80**	annually
	$ 10.00	hourly	$ 18.11	hourly
Grade Seven	**$ 21,840.00**	annually	**$ 39,561.60**	annually
	$ 10.50	hourly	$ 19.02	hourly
Grade Eight	**$ 22,360.00**	annually	**$ 40,497.60**	annually
	$ 10.75	hourly	$ 19.47	hourly
Grade Nine	**$ 22,880.00**	annually	**$ 41,433.60**	annually
	$ 11.00	hourly	$ 19.92	hourly
Grade Ten	**$ 23,920.00**	annually	**$ 43,326.40**	annually
	$ 11.50	hourly	$ 20.83	hourly
Grade Eleven	**$ 24,440.00**	annually	**$ 44,262.40**	annually
	$ 11.75	hourly	$ 21.28	hourly
Grade Twelve	**$ 24,960.00**	annually	**$ 45,219.20**	annually
	$ 12.00	hourly	$ 21.74	hourly
Grade Thirteen	**$ 26,000.00**	annually	**$ 47,091.20**	annually
	$ 12.50	hourly	$ 22.64	hourly
Grade Fourteen	**$ 26,520.00**	annually	**$ 48,027.20**	annually
	$ 12.75	hourly	$ 23.09	hourly
Grade Fifteen	**$ 27,040.00**	annually	**$ 48,984.00**	annually
	$ 13.00	hourly	$ 23.55	hourly
Grade Sixteen	**$ 28,080.00**	annually	**$ 50,856.00**	annually
	$ 13.50	hourly	$ 24.45	hourly
Grade Seventeen	**$ 31,200.00**	annually	**$ 56,513.60**	annually
	$ 15.00	hourly	$ 27.17	hourly
Grade Eighteen	**$ 35,000.16**	annually	**$ 63,398.40**	annually
	$ 16.83	hourly	$ 30.48	hourly
Grade Nineteen	**$ 40,000.06**	annually	**$ 72,446.40**	annually
	$ 19.23	hourly	$ 34.83	hourly
Grade Twenty	**$ 42,500.02**	annually	**$ 76,980.80**	annually
	$ 20.43	hourly	$ 37.01	hourly
Grade Twenty One	**$ 45,000.01**	annually	**$ 81,515.20**	annually
	$ 21.63	hourly	$ 39.19	hourly
Grade Twenty Two	**$ 47,500.02**	annually	**$ 86,049.60**	annually
	$ 22.84	hourly	$ 41.37	hourly
Grade Twenty Three	**$ 50,000.08**	annually	**$ 90,563.20**	annually
	$ 24.04	hourly	$ 43.54	hourly
Grade Twenty Four	**$ 65,000.00**	annually	**$ 117,748.80**	annually
	$ 31.25	hourly	$ 56.61	hourly

SWORN POLICE PAY SCALE

	Minimum		Maximum	
RECRUIT IN ACADEMY	**$ 25,000.00**	annually	**$ 25,000.00**	annually
	$ 12.02	hourly	$ 12.02	hourly
POLICE OFFICER	**$ 35,000.00**	annually	**$ 57,500.00**	annually
	$ 16.83	hourly	$ 27.64	hourly
SERGEANT	**$ 45,500.00**	annually	**$ 68,000.00**	annually
	$ 21.88	hourly	$ 32.69	hourly
LIEUTENANT	**$ 47,000.00**	annually	**$ 69,500.00**	annually
	$ 22.60	hourly	$ 33.41	hourly
CAPTAIN	**$ 48,500.00**	annually	**$ 71,000.00**	annually
	$ 23.32	hourly	$ 34.13	hourly
MAJOR	**$ 51,000.00**	annually	**$ 72,500.00**	annually
	$ 24.52	hourly	$ 34.86	hourly
ASSISTANT CHIEF	**$ 54,000.00**	annually	**$ 76,500.00**	annually
	$ 25.96	hourly	$ 36.78	hourly

PROMOTIONS:

When an employee is promoted to a new rank, the employee's rate of pay will be increased to the beginning of the new rank's pay scale. If the employee's current rate of pay is already at or above the rank's new pay scale, the employee will be given a $1,500.00 increase in pay for the promotion.

SWORN FIRE PAY SCALE

	Minimum		Maximum	
RECRUIT IN ACADEMY	**$ 22,000.00**	annually	**$ 22,000.00**	annually
	$ 10.58	hourly	$ 10.58	hourly
FIREFIGHTER	**$ 27,600.00**	annually	**$ 50,100.00**	annually
	$ 10.01	hourly	$ 18.18	hourly
FIREFIGHTER/ RELIEF DRIVER	**$ 29,100.00**	annually	**$ 51,000.00**	annually
	$ 10.56	hourly	$ 18.51	hourly
ENGINEER	**$ 33,100.00**	annually	**$ 55,600.00**	annually
	$ 12.01	hourly	$ 20.17	hourly
LIEUTENANT	**$ 35,100.00**	annually	**$ 57,600.00**	annually
	$ 12.74	hourly	$ 20.90	hourly
CAPTAIN	**$ 37,600.00**	annually	**$ 60,100.00**	annually
	$ 13.64	hourly	$ 21.81	hourly
BATTALION CHIEF	**$ 44,100.00**	annually	**$ 66,600.00**	annually
	$ 16.00	hourly	$ 24.17	hourly
ASSISTANT CHIEF	**$ 49,600.00**	annually	**$ 72,100.00**	annually
	$ 18.00	hourly	$ 26.16	hourly

PROMOTIONS:

When an employee is promoted to a new rank, the employee's rate of pay will be increased to the beginning of the new rank's pay scale.

If the employee's current rate of pay is already at or above the rank's new pay scale, the employee will be given a $1,500.00 increase in pay when promoting to FF/Relief Driver, Engineer, Lieutenant, or Captain. When promoting to the rank of Battalion Chief, if the employee's current rate of pay is already at or above the new rank, the employee will receive an increase of $4,500.00. When promoting to the rank of Assistant Chief, if the employee's current rate of pay is already at or above the new rank, the employee will receive an increase of $4,000.00

SWORN FIRE PAY SCALE

	Minimum		Maximum	
RECRUIT IN ACADEMY	**$ 22,000.00**	annually	**$ 22,000.00**	annually
	$ 10.58	hourly	$ 10.58	hourly
FIREFIGHTER	**$ 27,600.00**	annually	**$ 50,100.00**	annually
	$ 10.01	hourly	$ 18.18	hourly
FIREFIGHTER/ RELIEF DRIVER	**$ 29,100.00**	annually	**$ 51,000.00**	annually
	$ 10.56	hourly	$ 18.51	hourly
ENGINEER	**$ 33,100.00**	annually	**$ 55,600.00**	annually
	$ 12.01	hourly	$ 20.17	hourly
LIEUTENANT	**$ 35,100.00**	annually	**$ 57,600.00**	annually
	$ 12.74	hourly	$ 20.90	hourly
CAPTAIN	**$ 37,600.00**	annually	**$ 60,100.00**	annually
	$ 13.64	hourly	$ 21.81	hourly
BATTALION CHIEF	**$ 44,100.00**	annually	**$ 66,600.00**	annually
	$ 16.00	hourly	$ 24.17	hourly
ASSISTANT CHIEF	**$ 49,600.00**	annually	**$ 72,100.00**	annually
	$ 18.00	hourly	$ 26.16	hourly

PROMOTIONS:

When an employee is promoted to a new rank, the employee's rate of pay will be increased to the beginning of the new rank's pay scale.

If the employee's current rate of pay is already at or above the rank's new pay scale, the employee will be given a $1,500.00 increase in pay when promoting to FF/Relief Driver, Engineer, Lieutenant, or Captain. When promoting to the rank of Battalion Chief, if the employee's current rate of pay is already at or above the new rank, the employee will receive an increase of $4,500.00. When promoting to the rank of Assistant Chief, if the employee's current rate of pay is already at or above the new rank, the employee will receive an increase of $4,000.00

SALARIES SET BY COUNCIL

TITLE	ANNUAL RATE	BENEFITS
COUNCIL	$ 16,000.00	YES
MAYOR	$ 81,890.00	YES
CITY ATTORNEY	$ 77,000.00	YES
MUNICIPAL JUDGE	$ 105,000.00	YES
MUNICIPAL PROSECUTOR I	$ 85,000.00	YES
MUNICIPAL PROSECUTOR II	$ 15,000.00	YES
MUNICIPAL PUBLIC DEFENDER	$ 40,000.00	YES
POLICE/CHIEF	$ 85,000.00	YES
FIRE/CHIEF	$ 67,000.00	YES
JUDGE PRO TEMP	$100/HR	NO

City of Hattiesburg, MS

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

Master

File Number: 2015-316

File ID: 2015-316 **Type:** Resolution **Status:** Passed

Version: 3 **Reference:** **In Control:** City Council

File Created: 07/29/2015

Brief Title: Condemnation Resolutions 8-4-15 **Final Action:** 08/04/2015

Minute Book Number: MB2015-233

Title:

Adopt Resolutions determining the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community and providing a specified period of time to remove violations per the recommendations of the Code Enforcement Division Manager.

Notes:

Sponsors: **Enactment Date:**

Attachments: Adopt Resolution Memo, 1. 1301 Putnam Ave, 2. 907 Flowers St, 3. 501 Hood Rd, 4. 101 Amos Rd, 5. 109 Amos St, 6. 10 Longino Rd, 7. 204 Railroad Ave, 8. 17 Longino Rd, executed 1. 1301 Putnam Ave RES#2015-92, executed 2. 907 Flowers St RES#2015-93, executed 3. 501 Hood Rd RES#2015-94, executed 4. 101 Amos Rd RES#2015-95, executed 5. 109 Amos St RES#23015-96, executed 6. 10 Longino Rd RES#2015-97, executed 7. 204 Railroad Ave RES#2015-98, executed 8. 17 Longino Rd RES#2015-99

Enactment Number:

Contact: **Meeting Date:** 08/04/2015

Drafter: Akwete Muhammad **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
3	City Council	08/04/2015	Adopt				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Adopt Resolutions determining the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community and providing a specified period of time to remove violations per the recommendations of the Code Enforcement Division Manager.

Following 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 2015-316

Title

Adopt Resolutions determining the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community and providing a specified period of time to remove violations per the recommendations of the Code Enforcement Division Manager.

Summary

Condemnation Resolutions 8-4-15

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*

MEMORANDUM

TO: Mayor and City Council

FROM: Mark Jordan, Code Enforcement Division Manager

DATE: July 29, 2015

RE: Adopt Resolutions

I recommend the adoption of resolutions determining the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Address	Parcel #	Ward
1. 1301 Putnam	43-696-17-1	2
2. 907 Flowers	34-992-16-3	2
3. 501 Hood Rd.	167A-10119-96	5
4. 101 Amos St	NULL	5
5. 109 Amos St.	NULL	5
6. 10 Longino Rd.	165D-5572-1-232A	5
7. 204 Railroad Ave.	167B-5100-1-175	5
8. 17 Longino Rd.	165D-5800-22-249	5

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of July, 2015, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd day of August, 2015, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 43-696-17-1, 1301 Putnam Ave, and better described as Lot 1 Block 17 of the OMEGA ADDITION, of the City of Hattiesburg, Forrest County Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi

WHEREAS, the owner of the property is: Evelyn Jeanette Mack

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution 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 4th day of August 2015.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of August, A.D., 2015

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
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City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

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PARCEL: 2-029G-03-244, 907 Flowers Street, and better described as Lots 2 and 3 Block 16 of the YELLOW PINE PARK SUBDIVSION, of the City of Hattiesburg, Forrest County Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County Mississippi

WHEREAS, the owner of the property is: Paulin S. Duckworth, Etal Duckworth, Johnny Shepherd, Evelyn S Kingston

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution 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 4th day of August 2015.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of August, A.D., 2015

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
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RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of July, 2015, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd day of August, 2015, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 167A-10119-97, 501 Hood Rd, and better described as, A part of the Southwest Quarter of the Northwest Quarter (SW ¼ of NW ¼) of Section 25, Township 4 North, Range 13 West, of the City of Hattiesburg, Forrest County Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to-wit:

Commence at the Southwest Corner of the Southwest Quarter of the Northwest Quarter (SW ¼ of NW ¼) of said Section, Township and Range, and run North for 135 feet to and for the Point of Beginning, run thence North for a distance of 110 feet, run thence East for a distance of a 150 feet, run thence North for a distance 240 feet, run thence East for a distance of 273.2 feet, more or less, to the West boundary line of Old Mississippi Central Railroad right-of-way, thence run Southeasterly along the West boundary line of Old Mississippi Central Railroad right-of-way for a distance 421 feet, more or less, to a point due East of the Point of Beginning, run thence West for a distance of 673.6 feet, more or less, to the Point of Beginning, together with all improvements thereon and appurtenances thereunto belonging

WHEREAS, the owner of the property is: Viking Investments LLC, Avatar LLC, Hulett Ray Robinson Jr. and Mary Ruth Robinson

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution 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 4th day of August 2015.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of August, A.D., 2015

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
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City Clerk's Office
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RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of July, 2015, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd day of August, 2015, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 31-600-1-11, 101 Amos St, and better described as Lot 14 Block 1 of the MT. OLIVE SUBDIVSION, of the City of Hattiesburg, Forrest County Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi

WHEREAS, the owner of the property is: Earnestine Reed, 16th Section Land, State of Mississippi

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution 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 4th day of August 2015.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of August, A.D., 2015

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

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City of Hattiesburg
Code Enforcement
P.O. Box 1898
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RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of July, 2015, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd day of August, 2015, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 31-600-1-15, 109 Amos St, and better described as Lot 18 Block 1 of the MT. OLIVE SUBDIVSION, of the City of Hattiesburg, Forrest County Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County Mississippi

WHEREAS, the owner of the property is: Fred Ross, 16th Section Land, State of Mississippi

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution 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 4th day of August 2015.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of August, A.D., 2015

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

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RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

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PARCEL: 165D-5572-1-23-A, 10 Longino Rd., A parcel of land described as beginning 1050 feet West of the Northeast corner of Lot 5 Block 1 of the D.E. McInnis Survey of the City of Hattiesburg, Forrest County Mississippi, and run thence South 150 feet thence run West 50 feet, thence run North 150 feet, thence run East 50 feet to the point of beginning as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi,

WHEREAS, the owner of the property is: Patricia A. Hopkins, Brocket LLC.

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution 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 4th day of August 2015.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of August, A.D., 2015

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
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PARCEL: 167B-5100-1-175, 204 Railroad Ave, and better described as Lots 13 and 14, Block 1 of the W.A. CONNER SUBDIVISION, in the City of Hattiesburg, Forrest County Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging

WHEREAS, the owner of the property is: Lonzo Hawthorne & Lottie Pack, State of Mississippi, Yanke Investments,

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution 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 4th day of August 2015.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of August, A.D., 2015

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
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RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

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PARCEL: 165D-5800-22-249, 17 Longino Rd., and better described as Lots 11 and 12 of SOUTHERN ACRES SUBDIVISION, of the City of Hattiesburg, Forrest County Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County Mississippi

WHEREAS, the owner of the property is: Earnestine Reed, 16th Section Land, State of Mississippi

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution 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 4th day of August 2015.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of August, A.D., 2015

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of July, 2015, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd day of August, 2015, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 43-696-17-1, 1301 Putnam Ave, and better described as Lot 1 Block 17 of the OMEGA ADDITION, of the City of Hattiesburg, Forrest County Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi

WHEREAS, the owner of the property is: Evelyn Jeanette Mack

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Dryden, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of August 2015.

(SEAL)

ATTEST:
CLERK OF COUNCIL

ADOPTED:
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of August, A.D., 2015

ATTEST:
CITY CLERK

APPROVED:
MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of July, 2015, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd day of August, 2015, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029G-03-244, 907 Flowers Street, and better described as Lots 2 and 3 Block 16 of the YELLOW PINE PARK SUBDIVSION, of the City of Hattiesburg, Forrest County Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County Mississippi

WHEREAS, the owner of the property is: Paulin S. Duckworth, Etal Duckworth, Johnny Shepherd, Evelyn S Kingston

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Dryden, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of August 2015.

(SEAL)

ATTEST:
CLERK OF COUNCIL

ADOPTED:
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of August, A.D., 2015

ATTEST:
CITY CLERK

APPROVED:
MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of July, 2015, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd day of August, 2015, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 167A-10119-97, 501 Hood Rd, and better described as, A part of the Southwest Quarter of the Northwest Quarter (SW ¼ of NW ¼) of Section 25, Township 4 North, Range 13 West, of the City of Hattiesburg, Forrest County Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to-wit:

Commence at the Southwest Corner of the Southwest Quarter of the Northwest Quarter (SW ¼ of NW ¼) of said Section, Township and Range, and run North for 135 feet to and for the Point of Beginning, run thence North for a distance of 110 feet, run thence East for a distance of a 150 feet, run thence North for a distance 240 feet, run thence East for a distance of 273.2 feet, more or less, to the West boundary line of Old Mississippi Central Railroad right-of-way, thence run Southeasterly along the West boundary line of Old Mississippi Central Railroad right-of-way for a distance 421 feet, more or less, to a point due East of the Point of Beginning, run thence West for a distance of 673.6 feet, more or less, to the Point of Beginning, together with all improvements thereon and appurtenances thereunto belonging

WHEREAS, the owner of the property is: Viking Investments LLC, Avatar LLC, Hulett Ray Robinson Jr. and Mary Ruth Robinson

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Dryden, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of August 2015.

(SEAL)

ATTEST:
Debra K Bernard
CLERK OF COUNCIL

ADOPTED:
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of August, A.D., 2015

ATTEST:
CITY CLERK

APPROVED:
MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of July, 2015, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd day of August, 2015, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 31-600-1-11, 101 Amos St, and better described as Lot 14 Block 1 of the MT. OLIVE SUBDIVSION, of the City of Hattiesburg, Forrest County Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi

WHEREAS, the owner of the property is: Earnestine Reed, 16th Section Land, State of Mississippi

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Dryden, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of August 2015.

(SEAL)

ATTEST:
CLERK OF COUNCIL

ADOPTED:
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of August, A.D., 2015

ATTEST:
CITY CLERK

APPROVED:
MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
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Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of July, 2015, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd day of August, 2015, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 31-600-1-15, 109 Amos St, and better described as Lot 18 Block 1 of the MT. OLIVE SUBDIVSION, of the City of Hattiesburg, Forrest County Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County Mississippi

WHEREAS, the owner of the property is: Fred Ross, 16th Section Land, State of Mississippi

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Dryden, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of August 2015.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of August, A.D., 2015

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of July, 2015, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd day of August, 2015, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 165D-5572-1-23-A, 10 Longino Rd., A parcel of land described as beginning 1050 feet West of the Northeast corner of Lot 5 Block 1 of the D.E. McInnis Survey of the City of Hattiesburg, Forrest County Mississippi, and run thence South 150 feet thence run West 50 feet, thence run North 150 feet, thence run East 50 feet to the point of beginning as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi,

WHEREAS, the owner of the property is: Patricia A. Hopkins, Brocket LLC.

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Abandoned Structure/Building (International Property Maintenance Code, Sec. 305)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Dryden, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley, Delgado, Carroll, Dryden, Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of August 2015.

(SEAL)

ATTEST:
CLERK OF COUNCIL

ADOPTED:
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of August, A.D., 2015

ATTEST:
CITY CLERK

APPROVED:
MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
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RESOLUTION
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PARCEL: 167B-5100-1-175, 204 Railroad Ave, and better described as Lots 13 and 14, Block 1 of the W.A. CONNER SUBDIVISION, in the City of Hattiesburg, Forrest County Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging

WHEREAS, the owner of the property is: Lonzo Hawthorne & Lottie Pack, State of Mississippi, Yanke Investments,

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Dryden, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley, Delgado, Carroll, Dryden, Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of August 2015.

(SEAL)

ATTEST:
CLERK OF COUNCIL

ADOPTED:
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of August, A.D., 2015

ATTEST:
CITY CLERK

APPROVED:
MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of July, 2015, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd day of August, 2015, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 165D-5800-22-249, 17 Longino Rd., and better described as Lots 11 and 12 of SOUTHERN ACRES SUBDIVISION, of the City of Hattiesburg, Forrest County Mississippi as per map or plat on file in the office of the Chancery Clerk of Forrest County Mississippi

WHEREAS, the owner of the property is: Earnestine Reed, 16th Section Land, State of Mississippi

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Dryden, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of August 2015.

(SEAL)

ATTEST:
CLERK OF COUNCIL

ADOPTED:
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of August, A.D., 2015

ATTEST:
CITY CLERK

APPROVED:
MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2015-2054

File ID: 2015-2054 **Type:** Resolution **Status:** Passed

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

File Created: 07/28/2015

Brief Title: Ad Valorem Exemption- Resinall **Final Action:** 08/04/2015

Minute Book Number: MB2015-233

Title:

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Resinall QALICB, LLC for a period not to exceed ten (10) years, commencing December 31, 2014 and ending on December 31, 2024., with a true total value of $748,685.62 or the amount approved by the Mississippi Department of Revenue.

Notes:

Sponsors: **Enactment Date:**

Attachments: ADP- memo-Resinall, Assessor position of statement-Resinall, Resinall App. 8-4-15, Resinall Resolution- 8-4-15, executed Resinall Resolution- 8-4-15 RES#2015-100

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	08/04/2015	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Resinall QALICB, LLC for a period not to exceed ten (10) years, commencing December 31, 2014 and ending on December 31, 2024., with a true total value of $748,685.62 or the amount approved by the Mississippi Department of Revenue.

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 2015-2054

Title

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Resinall QALICB, LLC for a period not to exceed ten (10) years, commencing December 31, 2014 and ending on December 31, 2024., with a true total value of $748,685.62 or the amount approved by the Mississippi Department of Revenue.

Summary

Ad Valorem Exemption

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

To: City Council, City of Hattiesburg, Mississippi

Date: July 15, 2015

From: Garrett Wright GW

RE: Resinall QALIBC, LLC

We greatly appreciate the opportunity to review the Ad Valorem Tax Exemption application for Resinall QALIBC, LLC, located at 102 Dixie Pine Road, Hattiesburg, Forrest County, MS. Upon further review by the Area Development Partnership (ADP) economic development staff, the request appears to be in order and warrants a strong consideration by the City Council. As businesses maneuver through today's economy, we must work diligently to ensure that we continue to provide a pro-business operating environment for existing businesses and for those we try to recruit.

Resinall QALIBC, LLC is applying for a 10 year Ad Valorem Tax Exemption to be exempt from all non-educational ad valorem taxes of the City of Hattiesburg for a period of 10 years for an expansion completed 12/31/2014. The total employment for the company in July 2015 is approximately 115 employees. The total value of the personal property to be exempted is $748,685.62. Again, we are in favor of this exemption and certainly appreciate your consideration.

POSITION STATEMENT OF TAX ASSESSOR

EXEMPTION OF REALTY AND/OR PERSONAL PROPERTY

TRADE NAME OF APPLICANT: RESINALL QALICB LLC

LOCATION: 102 DIXIE PINE ROAD **PARCEL** P6905

TYPE OF BUSINESS: CHEMICAL MANUFACTURING

FINISHED PRODUCTS ARE: CHEMICALS

STATE THE ENUMERATION THIS APPLICATION IDENTIFIES WITH: _____

HAS THIS ENTERPRISE ENJOYED AN EXEMPTION PREVIOUSLY? YES

UNDER ANY OTHER TRADE NAME? YES

ANY OTHER LOCATION? NO

UNDER ANY OTHER OWNERSHIP? NO

NUMBER OF NEW JOBS N/A **ESTIMATED ANNUAL PAYROLL** N/A

EXEMPTION TO BE ON:

LAND: (NO) **VALUE:$** _____

IMPROVEMENTS: (NO) **VALUE:$** _____

PERSONAL PROPERTY:

FURN & FIX. VALUE $ _____
MACH & EQUIP. VALUE $ 785,686.00
RAW MATERIALS VALUE $ _____
WORK IN PROCESS VALUE $ _____

PERSONAL PROPERTY TOTAL: $ 785,686.00

EXEMPTION TOTAL VALUE: $ 785,686.00

LAND AND IMPROVEMENTS:

OWNER OF LAND: RESINALL MISSISSIPPI INC

OWNER OF IMPROVEMENTS: RESINALL MISSISSIPPI INC

DATE OF IMPROVEMENTS: COMPLETED N/A **EXPANDED** 12-31-2014

ANY PRIOR EXEMPTION: YES

YEARS OF EXEMPTION APPLIED FOR: 2015 **THRU** 2024

APPLICANT'S REPRESENTATIVE: LEE G. GODINA

ADDRESS: 102 DIXIE PINE RD, HATTIESBURG, MS 39401 **PHON0E:** 601-545-2708

INVESTIGATED BY: BRUCE TEMPLETON

COMMENTS: _____

DATE: JUNE 8, 2015 **TAX ASSESSOR:** _____
MARY ANN PALMER

APPLICATION OF RESINALL QALICB, LLC
FOR A 2014 ADDITIONS EXEMPTION
FROM AD VALOREM PROPERTY TAXES, AS AUTHORIZED
BY § 27-31-105(1), *INTER ALIA*, OF THE MISSISSIPPI CODE OF 1972,
AS AMENDED, FOR ITS 2014 ADDITIONS AT ITS
MANUFACTURING/PROCESSING ENTERPRISE

FILED

JUN 01 2015

CITY CLERK

BY _____ DEPUTY CLERK

TO THE HONORABLE MAYOR AND CITY COUNCIL
OF THE CITY OF HATTIESBURG, MISSISSIPPI:

COMES NOW Resinall QALICB, LLC (**"Resinall LLC"**), by and through Lee Godina, its Managing Member, and timely files, in triplicate and under oath, this its written application (**"Application"**) for exemption (**"2014 Additions Exemption"**) of its 2014 asset additions (**"2014 Additions"**) from ad valorem real and personal property taxation (**"Taxes"**) pursuant to § 27-31-105(1), *inter alia* (collectively **"Statutes"**), of the Mississippi Code of 1972, as amended (**"Code"**), and respectfully represents unto the Honorable Mayor and City Council (collectively **"Council"**) of the City of Hattiesburg (**"City"**), State of Mississippi (**"State"**), as follows:

I.

Resinall LLC is a Mississippi limited liability company which is duly qualified to do and is doing business at its resin manufacturing/processing enterprise (**"Enterprise"**) at 102 Dixie Pine Road, in the City (**"Facility"**).

II.

The Facility is owned, and the Enterprise is being regularly operated by Resinall LLC as a commercial facility for the manufacturing/processing of resins. Resinall LLC is thus engaged in operating a qualifying enterprise in the City within the meaning of, and as enumerated in, the Statutes. The 2014 Additions consist of certain furniture, fixtures, machinery, equipment, furnishings, and other items of personal property of Resinall LLC, all of which are suitable for use, and are being used, by Resinall LLC in the Enterprise in the City. As indicated in Exhibit II attached hereto, incorporated herein, and expressly made a part hereof for all purposes as if fully copied herein, the aggregate true value of the 2014 Additions eligible for the 2014 Additions Exemption is Seven Hundred Forty-Eight Thousand Six Hundred Eighty-Five Dollars and Sixty-Two Cents ($748,685.62).

III.

The Statutes authorize and empower the Council, in its discretion and in addition to all other exemptions granted by the laws of the State, to grant the 2014 Additions Exemption from Taxes on tangible property constituting the 2014 Additions which are located in the City and used in connection with, or necessary to, the operation of the enterprises described in the classes enumerated in the Statutes, specifically including manufacturing/processing enterprises, except that the 2014 Additions Exemption does not extend to Taxes on the products of such enterprises, or to Taxes on automobiles and trucks belonging to such enterprises and operating on or over the highways of the State (collectively **"Eligible Property"**), or to any State Taxes or Taxes for school district purposes (**"School Taxes"** and, together with the State Taxes, collectively **"Non-Exempt Taxes"**) on such tangible property otherwise eligible for the 2014 Additions Exemption under the Statutes. Therefore, as authorized by Statutes, the 2014 Additions qualify as Eligible Property of Resinall LLC used in connection with, or necessary to, the operation of the Enterprise of Resinall LLC in the City and may, in the discretion of the Council, be exempt from all Taxes imposed thereon by the City pursuant to the 2014 Additions Exemption but specifically excepting the Non-Exempt Taxes.

IV.

The 2014 Additions were completed, within the meaning of the Statutes, on December 31, 2014 ("**Commencement Date**"). The Statutes require that the Application for the 2014 Additions Exemption be filed by June 1st of the year immediately following the year of completion of the 2014 Additions, *i.e.*, more particularly by June 01, 2015 for the 2014 Additions. Pursuant to the Statutes, this Application is, therefore, being timely filed by June 01, 2015 in order for the 2014 Additions Exemption to be effective December 31, 2014 with respect to the 2014 Additions.

V.

Under the Statutes, the 2014 Additions Exemption will be effective on the Commencement Date. The maximum term of the 2014 Additions Exemption under the Statutes for the 2014 Additions is a period of ten (10) years from the Commencement Date (**"Term"**). Therefore, Resinall LLC hereby requests that the Council grant such 2014 Additions Exemptions for the 2014 Additions for the Term, with such 2014 Additions Exemption for the 2014 Additions to begin with the Commencement Date and continue for the Term thereafter until December 31, 2024 ("**Termination Date**").

VI.

Resinall LLC has been and will continue to be engaged in the Enterprise in the City within the meaning of, and as enumerated in, the Statutes, and the 2014 Additions constitute property used in connection with, and necessary to, the operation of such Enterprise in the City. The 2014 Additions thus constitute Eligible Property of a bona fide enterprise, as described in an enumerated class of enterprises within the meaning of the Statutes, and are eligible for the 2014 Additions Exemption, authorized by the Statutes.

VII.

As of May 19, 2015, the Enterprise was directly providing approximately six (6) full-time jobs in the City having aggregate annual compensation (excluding benefits) of approximately Three Hundred Sixty-Five Thousand Dollars and Zero Cents ($365,000.00) (**"Resinall LLC Jobs/Payroll"**). In addition, the Enterprise assists in the retention of jobs by Resinall Inc. in the City, and indirectly in the creation of other ancillary jobs in the City, resulting in an additional positive indirect economic benefit to the City (together with the Resinall LLC Jobs/Payroll, collectively the **"City Jobs/Payroll"**), through which Resinall LLC has already made, is making, and will continue to make a major contribution and commitment to the economic development of the City through the operation of the Enterprise in the City (together with the City Jobs/Payroll, collectively the **"Economic Impact"**).

VIII.

The Council is authorized and empowered by the provisions of the Statutes to grant the 2014 Additions Exemption to Resinall LLC with respect to the Eligible Property being used in the Enterprise located within the City. Therefore, all of the 2014 Additions of Resinall LLC used in connection with, or necessary to, the operation of Resinall LLC's Enterprise in the City may, in the discretion of the Council, be exempt pursuant to the 2014 Additions Exemption from all Taxes, with the exception of the Non-Exempt Taxes, imposed thereon by the City for the Term beginning with the Commencement Date.

IX.

The Enterprise is providing and will provide employment and a payroll at the Facility in the City, and the Council should acknowledge Resinall LLC's contribution and commitment to the economic development of the City by exercising its discretionary authority to grant to Resinall LLC such 2014 Additions Exemption for the 2014 Additions for the Term.

X.

Therefore, pursuant to the provisions of the Statutes, Resinall LLC respectfully requests that, in recognition of the fact that the economic development tax incentives, in part in the form

of the 2014 Additions Exemption available to Resinall LLC under the laws of the State, constituted an inducement to Resinall LLC upon which Resinall LLC relied, and thus played a major role in Resinall LLC 's decision both to locate the Enterprise in the City and to make the 2014 Additions, the Council grant to Resinall LLC the 2014 Additions Exemption from all such Taxes, excepting the Non-Exempt Taxes, imposed by the City on the Eligible Property composed of the 2014 Additions used by Resinall LLC in the Enterprise. Sufficient consideration in the form of the Economic Impact and Resinall LLC's reliance on the availability of the 2014 Exemption, as well as certain other good and valuable nonmonetary consideration (collectively "**Consideration**"), has been and will be received by the City from Resinall LLC in order to support the granting of the 2014 Additions Exemption.

WHEREFORE, PREMISES CONSIDERED, Resinall LLC prays (1) that this Application be received, filed, reviewed and approved by the City Attorney, the Area Development Partnership (**"ADP"**), and any and all other appropriate City authorities, and placed in line for consideration on the agenda of the appropriate Council meeting; and (2) that, upon its approval of this Application, the Council will, in recognition of the above premises, the recommendation of the ADP, and the Consideration, spread upon its Minutes a resolution which:

A. Finds that the Enterprise is in fact a bona fide enterprise described in a class of enterprises enumerated by the Statutes, being, more specifically, a manufacturing/processing enterprise, and that 2014 Additions were completed on the Commencement Date within the meaning of the Statutes;

B. Finds further that the financial ability, technical qualifications, and business experience of Resinall LLC are such that the operation of the 2014 Additions as part of the Enterprise will promote the industrialization of the City and State, will supply employment to the citizens of the City and State, and will promote the development of the City and surrounding community; that the City Attorney, ADP, and any and all other appropriate City authorities have reviewed and approved this Application of Resinall LLC; and that the ADP has issued its advisory opinion recommending to the Council that the 2014 Additions Exemption requested by Resinall LLC in this Application for the 2014 Additions should be granted;

C. Finds that Resinall LLC is the operator of a manufacturing/processing enterprise which is eligible for the 2014 Additions Exemption from all such Taxes, excepting the Non-Exempt Taxes, imposed by the City on the 2014 Additions;

D. Finds that Exhibit II attached hereto contains an itemized listing of the true values, as of the Commencement Date, of all of the 2014 Additions comprising the Eligible Property constituting part of the Enterprise to be exempted under the 2014 Additions Exemption and eligible for the 2014 Additions Exemption, in an amount to be determined annually by the appropriate taxing authorities, as provided by State law, commencing with the Commencement Date, continuing for the Term, and ending on the Termination Date;

E. Subject to the appropriate investigation, approval, and certification by the Mississippi Department of Revenue (**"DOR"**), conditionally approves the 2014 Additions Exemption for the 2014 Additions comprising the Eligible Property and conditionally grants to Resinall LLC the 2014 Additions Exemption requested herein for the 2014 Additions comprising the Eligible Property described in Exhibit II used in connection with, or necessary to, the operation of the Enterprise in the City, beginning with the Commencement Date and continuing for the Term until the Termination Date;

F. Declares the intention and agreement of the Council, upon approval of this Application by the DOR and receipt by the City of the certificate of approval from the DOR, to enter a final order on its Minutes:

(i) declaring that the 2014 Additions comprising the Eligible Property are exempt under the 2014 Additions Exemption and establishing the Commencement Date, the Term and the Termination Date thereof;

(ii) actually and finally granting to Resinall LLC the 2014 Additions Exemption herein applied for by Resinall LLC for the 2014 Additions;

(iii) requesting that the Tax Assessor of Forrest County (**"Assessor"**) take all necessary and appropriate actions in preparation of the tax rolls necessary to implement the 2014 Additions Exemption, beginning with the Commencement Date and continuing for the Term until the Termination Date, including making appropriate notations on the tax rolls so that the 2014 Additions will be treated as provided for in such interim resolution and final order and in the Statutes; and

(iv) directing the City Clerk to record the final order approving the 2014 Additions Exemption in the Minutes of the Council in a book kept in the City Clerk's office for such purposes; to file one (1) copy of this Application and the interim resolution and final order approving the 2014 Additions Exemption with the State Auditor of Public Accounts; and to file one (1) copy of the final order approving this Application with the DOR and the Assessor;

G. Directing that the original and three (3) certified copies of this filed Application and a certified transcript of such conditional approval by the Council of the 2014 Additions Exemption, including a certified transcript of such interim resolution of conditional approval of the 2014 Additions Exemption, be forwarded by the City Clerk to the Property Tax Bureau of the DOR within thirty (30) days of the date of the certified transcript of the interim resolution, in order for the DOR to investigate and determine that the 2014 Additions constitute Eligible Property which is eligible for the 2014 Additions Exemption under and in accordance with the Statutes; and that a certified copy of this filed Application and a certified transcript of such conditional approval by the Council of the 2014 Additions Exemption, including such interim resolution of conditional approval of the 2014 Additions Exemption, be forwarded to the Assessor; and

H. Directs the City Clerk to record this Application, together with the interim resolution conditionally approving the 2014 Additions Exemption, in the Minutes of the Council in a book kept in the City Clerk's office for such purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

NEXT PAGE IS SIGNATURE PAGE.]

RESPECTFULLY SUBMITTED, on this the 26 day of May, 2015.

RESINALL QALICB, LLC

By: _____
Lee Godina
Its: Managing Member

Prepared by:
Butler Snow LLP
Attention: W. Eugene Magee
1020 Highland Colony Parkway, Suite 1400
Post Office Box 6010
Jackson, MS 39157-6010
(601) 985-4507

STATE OF Connecticut

COUNTY OF Fairfield

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Lee Godina, who, after being first duly sworn by me, on oath states that he is the Managing Member of Resinall QALICB,LLC, a Mississippi limited liability company, and that for and on behalf of the said limited liability company and as its act and deed, he signed, executed and delivered the above and foregoing Application both for the purposes and on the day and year therein mentioned, after having first been duly authorized by said limited liability company so to do, and that the matters and things contained and set forth therein are true and correct as therein stated.

Lee Godina

Lee Godina

SWORN TO AND SUBSCRIBED before me, under my hand and official seal of office, this the 26 day of May, 2015.

William Jaccarell

NOTARY PUBLIC

(NOTARIAL SEAL)

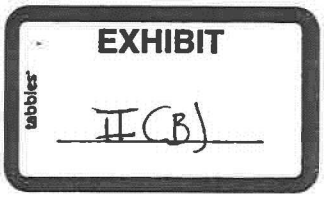
My Commission Expires:

6/30/19

EXHIBIT II(1)

SCHEDULE OF 2014 ADITIONS CONSTITUTING ELIGIBLE PROPERTY
USED IN THE ENTERPRISE
AND ELIGIBLE FOR THE 2014 ADDITIONS EXEMPTION

Machinery & Equipment -- See Exhibit II(2) attached:	$748.685.62
$ AMOUNT OF 2014 ADDITIONS ELIGIBLE FOR 2014 ADDITIONS EXEMPTION – Also see Exhibit II(2) attached	$748,685.62



RESINALL QALICB, LLC

Depreciation Expense Report

As of December 31, 2014

Book = Tax

FYE Month = December

Sys No	Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv/168 Allow Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Expense Account = 1640 MACHINERY & EQUIPMENT														
000100		REPAIR COMMUNICATION LINES												
	000	01/23/14	1,430.00	P	MF200	07 00	0.00	1,430.00	09/30/14	0.00	51.07	204.29	204.29	
000101		SPRINKLER SYSTEM WORK												
	000	01/22/14	2,295.00	P	MF200	07 00	0.00	2,295.00	09/30/14	0.00	81.97	327.87	327.87	
000102		COSULTING-2ND INSTALLMENT												
	000	01/17/14	36,208.99	P	MF200	07 00	0.00	36,208.99	09/30/14	0.00	1,293.18	5,172.72	5,172.72	
000103		CONSULTING 3RD INSTALLMENT												
	000	02/21/14	74,042.70	P	MF200	07 00	0.00	74,042.70	09/30/14	0.00	2,884.78	10,577.52	10,577.52	
000104		CONSULTING 4TH INSTALLMENT												
	000	03/19/14	75,336.17	P	MF200	07 00	0.00	75,336.17	09/30/14	0.00	3,228.69	10,762.30	10,762.30	
000105		BRACKET COUPLING ASSEMBLY												
	000	01/28/14	2,300.00	P	MF200	07 00	0.00	2,300.00	09/30/14	0.00	82.14	328.56	328.56	
000106		PRESSURE TRANSMITTERS												
	000	01/21/14	1,485.95	P	MF200	07 00	0.00	1,485.95	09/30/14	0.00	53.07	212.28	212.28	
000107		IMMERSION HEATER												
	000	03/03/14	8,964.18	P	MF200	07 00	0.00	8,964.18	09/30/14	0.00	384.18	1,280.60	1,280.60	
000108		TROUBLESHOOT MCC DEVICES												
	000	01/02/14	1,963.00	P	MF200	07 00	0.00	1,963.00	09/30/14	0.00	70.11	280.44	280.44	
000109		RENTAL BOOM LIFT												
	000	02/10/14	4,117.47	P	MF200	07 00	0.00	4,117.47	09/30/14	0.00	160.42	588.21	588.21	
000110		RENTAL BOOM LIFT												
	000	03/10/14	4,117.47	P	MF200	07 00	0.00	4,117.47	09/30/14	0.00	176.46	588.20	588.20	
000111		RENTAL BOOM LIFT												
	000	03/31/14	4,117.47	P	MF200	07 00	0.00	4,117.47	09/30/14	0.00	176.46	588.20	588.20	
000112		VALVES												
	000	04/01/14	1,616.39	P	MF200	07 00	0.00	1,616.39	09/30/14	0.00	76.97	230.92	230.92	
000113		SCAFFOLDING, INSULATION												
	000	05/01/14	25,854.00	P	MF200	07 00	0.00	25,854.00	09/30/14	0.00	1,385.04	3,693.44	3,693.44	
000114		RELOCATE HEAT EXCHANGER												
	000	07/24/14	7,000.00	P	MF200	07 00	0.00	7,000.00	09/30/14	0.00	500.00	1,000.00	1,000.00	
000115		VENT EXCHANGER												
	000	09/01/14	5,500.51	P	MF200	07 00	0.00	5,500.51	09/30/14	0.00	589.34	785.79	785.79	
000116		VALVES												
	000	11/01/14	8,795.00	P	MF200	07 00	0.00	8,795.00		0.00	1,256.43	1,256.43	1,256.43	
000117		VALVES												
	000	11/01/14	17,590.00	P	MF200	07 00	0.00	17,590.00		0.00	2,512.86	2,512.86	2,512.86	
000118		VALVETECH FREIGHT												
	000	12/01/14	283.73	P	MF200	07 00	0.00	283.73		0.00	40.53	40.53	40.53	
000119		VALVES												
	000	12/01/14	98,328.85	P	MF200	07 00	0.00	98,328.85		0.00	14,046.98	14,046.98	14,046.98	
000120		HEAT TRANSFER PUMPS												
	000	12/01/14	3,022.34	P	MF200	07 00	0.00	3,022.34		0.00	431.76	431.76	431.76	
000121		ROTO JET SEAL												
	000	12/05/14	7,862.26	P	MF200	07 00	0.00	7,862.26		0.00	1,123.18	1,123.18	1,123.18	
000122		TANK PAYMENT												
	000	10/31/14	3,748.00	P	MF200	07 00	0.00	3,748.00		0.00	535.43	535.43	535.43	
000123		TANK PAYMENT #2												
	000	12/02/14	6,559.00	P	MF200	07 00	0.00	6,559.00		0.00	937.00	937.00	937.00	
000124		BUCKER & ELECTRICAL FITTINGS												
	000	12/04/14	14,235.67	P	MF200	07 00	0.00	14,235.67		0.00	2,033.67	2,033.67	2,033.67	
000125		HEAT TRANSFER PUMPS												
	000	12/02/14	8,529.34	P	MF200	07 00	0.00	8,529.34		0.00	1,218.48	1,218.48	1,218.48	

RESINALL QALICB, LLC

Depreciation Expense Report

As of December 31, 2014

Book = Tax

FYE Month = December

Sys No	Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv/168 Allow Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Expense Account = 1640 MACHINERY & EQUIPMENT														
000126	O-RINGS													
	000	10/01/14	6,793.70	P	MF200	07 00	0.00	6,793.70		0.00	970.53	970.53	970.53	
000127	BUCHER PUMP													
	000	12/19/14	3,029.41	P	MF200	07 00	0.00	3,029.41		0.00	432.77	432.77	432.77	
000128	TANK PAYMENT													
	000	12/18/14	6,559.00	P	MF200	07 00	0.00	6,559.00		0.00	937.00	937.00	937.00	
000129	INSULATION													
	000	11/01/14	19,147.50	P	MF200	07 00	0.00	19,147.50		0.00	2,735.36	2,735.36	2,735.36	
000130	ABRASIVE BLAST K-9													
	000	11/01/14	13,850.00	P	MF200	07 00	0.00	13,850.00		0.00	1,978.57	1,978.57	1,978.57	
000131	K-9 CONVERSION													
	000	12/15/14	87,783.83	P	MF200	07 00	0.00	87,783.83		0.00	12,540.55	12,540.55	12,540.55	
000132	102' ARTICUALATING LIFT													
	000	10/01/14	9,025.65	P	MF200	07 00	0.00	9,025.65		0.00	1,289.38	1,289.38	1,289.38	
000133	REMOVE TORQUEING													
	000	11/11/14	60,941.01	P	MF200	07 00	0.00	60,941.01		0.00	8,705.86	8,705.86	8,705.86	
000134	REMOVAL OF PIPING & EQUIPMENT													
	000	11/05/14	38,152.03	P	MF200	07 00	0.00	38,152.03		0.00	5,450.29	5,450.29	5,450.29	
000135	INSULATION													
	000	11/01/14	29,497.50	P	MF200	07 00	0.00	29,497.50		0.00	4,213.93	4,213.93	4,213.93	
000136	CRANE RENTAL & OPERATION													
	000	12/01/14	48,602.50	P	MF200	07 00	0.00	48,602.50		0.00	6,943.22	6,943.22	6,943.22	
G/L Expense Account = 1640 MACHINERY & EQUIPMENT			748,685.62				0.00	748,685.62		0.00	81,527.66	106,955.12	106,955.12	
Less disposals and transfers Count = 0			0.00				0.00	0.00		0.00			0.00	
Net Subtotal Count = 37			748,685.62				0.00	748,685.62		0.00	81,527.66	106,955.12	106,955.12	

RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES

The City Council next took up for consideration the matter of the application of , Resinall QALICB LLC. for exemption from ad valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES TO RESINALL QALICB, LLC. AS AUTHORIZED BY SECTION 27-31-101 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.

WHEREAS, Resinall QALICB, LLC. on June 1, 2015, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Resinall QALICB, LLC. has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Resinall QALICB,LLC is entitled to the exemption sought for a period of ten years, all subject to approval and certification by the Mississippi State Tax Commission.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Resinall QALICB, LLC. for a consecutive period of ten(10) years from July 1, 2014 through June 30, 2024 as allowed by Section 27-31-101, Mississippi Code of 1972 as amended, as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi State Tax Commission.

Section 2. That Resinall QALICB, LLC. is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2024 with a total true value of $748,685.62, or the amount approved by Mississippi Tax Commission.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi State Tax Commission for its approval and certification; after receipt of certification from the Mississippi State Tax Commission a Final Order of the Council granting the exemption

shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the State Tax Commission and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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 vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 4th day of August, 2015.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of August, 2015.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES

The City Council next took up for consideration the matter of the application of , Resinall QALICB LLC. for exemption from ad valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES TO RESINALL QALICB, LLC. AS AUTHORIZED BY SECTION 27-31-101 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.

WHEREAS, Resinall QALICB, LLC. on June 1, 2015, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Resinall QALICB, LLC. has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Resinall QALICB,LLC is entitled to the exemption sought for a period of ten years, all subject to approval and certification by the Mississippi State Tax Commission.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Resinall QALICB, LLC. for a consecutive period of ten(10) years from July 1, 2014 through June 30, 2024 as allowed by Section 27-31-101, Mississippi Code of 1972 as amended, as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi State Tax Commission.

Section 2. That Resinall QALICB, LLC. is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on the 1st day of July, 2014, and ending on the 30th day of June, 2024 with a total true value of $748,685.62, or the amount approved by Mississippi Tax Commission.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi State Tax Commission for its approval and certification; after receipt of certification from the Mississippi State Tax Commission a Final Order of the Council granting the exemption

shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the State Tax Commission and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

The above and foregoing Resolution, after having been first 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 thereby declared the motion carried and the Resolution adopted, this the 4th day of August, 2015.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of August, 2015.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2015-2055

File ID:	2015-2055	**Type:**	Resolution	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	07/28/2015
Brief Title:	Ad Valorem exemption for Excel Injection Molding			**Final Action:**	08/04/2015
				Minute Book Number:	MB2015-234

Title:

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Excel Injection Molding, Inc, for a period not to exceed ten (10) years, commencing on December 31, 2015 and ending December 31, 2024, with a true total value of $169,278.00 or the amount approved by the Mississippi Department of Revenue.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	ADP Memo-Excel, Application-Excel-8-4-15, Position of Statement-Excel-8-4-15, Excel Resolution, executed Excel Resolution RES#2015-101	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/04/2015	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Excel Injection Molding, Inc, for a period not to exceed ten (10) years, commencing on December 31, 2015 and ending December 31, 2024, with a true total value of $169,278.00 or the amount approved by the Mississippi Department of Revenue.

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 2015-2055

Title

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Excel Injection Molding, Inc, for a period not to exceed ten (10) years, commencing on December 31, 2015 and ending December 31, 2024, with a true total value of $169,278.00 or the amount approved by the Mississippi Department of Revenue.

Summary

Excel Injection Molding Ad Valorem Exemption

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

To: City Council, City of Hattiesburg, Mississippi

Date: July 15, 2015

From: Garrett Wright

RE: Excel Injection Molding, Inc.

We greatly appreciate the opportunity to review the Ad Valorem Tax Exemption application for Excel Injection Molding, Inc. located at 977 Sullivan Drive, Hattiesburg, Forrest County, MS. Upon further review by the Area Development Partnership (ADP) economic development staff, the request appears to be in order and warrants a strong consideration by the City Council. As businesses maneuver through today's economy, we must work diligently to ensure that we continue to provide a pro-business operating environment for existing businesses and for those we try to recruit.

Excel Injection Molding, Inc. is applying for a 10 year Ad Valorem Tax Exemption to be exempt from all non-educational ad valorem taxes of the City of Hattiesburg for a period of 10 years for an expansion completed 12/31/2014. The total employment for the company in July 2015 is approximately 49. The total value of the personal property to be exempted is $169,278. This capital investment by Excel Injection Molding added 5 new jobs to their operation. Again, we are in favor of this exemption and certainly appreciate your consideration.

APPLICATION OF EXCEL INJECTION MOLDING, INC FOR EXEMPTION FROM AD VALOREM TAXES FOR A PERIOD OF TEN YEARS AS AUTHORIZED BY SECTION 27-31-101, ET SEQ., OF THE MISSISSIPPPI CODE OF 1972, AS AMENDED

FILED

MAY 22 2015

CITY CLERK
BY _____
DEPUTY CLERK

3:44pm

TO THE CITY COUNCIL OF HATTIESBURG, MISSISSIPPI

1. **EXCEL INJECTION MOLDING, INC.**, files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto the City Council of Hattiesburg, Mississippi, hereinafter referred to as the "City Council" as Follows:

2. Applicant, **Excel Injection Molding, Inc.**, is a Louisiana corporation authorized to do and doing business in the State of Mississippi, with offices located in the City of Hattiesburg, Forrest County, Mississippi.

3. Applicant is now operating as a plastic injection molding type of industry within the City of Hattiesburg, Forrest County, Mississippi, which manufacturing facility is a bona fide (_____ new___X__expanded) enterprise of public utility within the meaning of Section 27-31-101, et seq., and related Section of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by the above mentioned section by specific enumeration, namely manufacturing.

4. That said expansion was completed on 31, day of December 2014, within the meaning of the applicable status of the State of Mississippi, and therefore, the exemption hereby claimed should commence on said date.

5. That said new enterprise will provide approximately 5 new jobs with an estimated annual payroll of $170,000.00.

6. The said exemption of the tangible property described in Exhibit "A" should be granted for a period of ten years from December 31, 2014.

7. That the true value of all property to exempted is $169,278.00 as shown in an itemized list attached hereto as Exhibit "A" and made a part hereof.

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq.,
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE EXCEL INJECTION MOLDING, INC.

PHYSICAL ADDRESS 977 SULLIVAN DRIVE, HATTIESBURG, MS 39401

TYPE OF INDUSTRY MANUFACTURING PRODUCT/SERVICE PLASTIC MOLDING

LOCATION - COUNTY FORREST CITY HATTIESBURG

DATE OF COMPLETION 12/31/2014 YEARS REQUESTED 10

NEW (SECTION 27-31-101) _____ EXPANSION (SECTION 27-31-105) X

NEW JOBS 5 ESTIMATED PAYROLL $170,000.00

TRUE VALUE OF PROPERTY EXEMPTED $169,278.00
*Attach an itemized list of property to be exempted as Exhibit "A".

The *applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the State Tax Commission and upon approval and certification by the Commission, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant.*
This application is submitted on the 22 *day of* May, *20*15.

EXCEL INJECTION MOLDING, INC.
Applicant (Name of Taxpayer)

By: Jennifer M Kolmar

Title: SECRETARY/TREASURER

ATTEST:

PRAYER

WHEREFORE, Applicant prays that the City Council enter a finding that Applicant's manufacturing facility is in fact a (_____ new__X__expanded) enterprise and that the same was completed on the 31, day of December, 2014, within the meaning of the applicable laws of Mississippi and

That Applicant be granted an exemption from ad valorem taxation, except School District ad valorem taxation, as provided by law, for a period of ten years beginning on the 31st day of December, 2014, upon all of the tangible property described in Exhibit "A" attached hereto and made a part hereof, used in, or necessary to the operation of Applicant's manufacturing facility in the City of Hattiesburg, Forrest County, Mississippi; and

That the City Council approve this application by an order resolution spread upon its minutes declaring that such property is exempt from all ad valorem taxation, except School District ad valorem taxation, for a period of ten years and forward the original and three certified copies of this application and a certified transcript of such approval to the Mississippi State Tax commission and upon approval of such application by the said Mississippi State Tax Commission and certification of its approval, the City Council will enter a final order on its minutes granting the exemption herein prayed.

Respectfully submitted, this the 22nd day of May, 2015.

EXCEL INJECTION MOLDING, INC., a Louisiana Corporation.

JOHN M. ROBINSON, President

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this 22nd day of May 2015, within my jurisdiction, the within named **JOHN M. ROBINSON**, who acknowledge that his President of **EXCEL INJECTION MOLDING, INC**. a Louisiana Corporation, that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after having been duly authorized by said corporation so to do.

STATE OF MISSISSIPPI
PATSY H. LEE
ID No.
10347
Com. Exp.
06-14-2018
NOTARY PUBLIC
LAMAR COUNTY

_____(NOTARY PUBLIC)

EXHIBIT A
EXCEL INJECTION MOLDING, INC.
BUILDING IMPROVEMENTS & EQUIPMENT
PURCHASED 2014 EXPANSION

DATE	DESCRIPTION	AMOUNT
9/17/14	225 Ton Milacron Press	$124,634.00
10/2/14	Sepro Robot	35,000.00
10/17/14	CNC Masters Mini Mill	9,644.00
TOTAL		**$169,278.00**

POSITION STATEMENT OF TAX ASSESSOR

EXEMPTION OF REALTY AND/OR PERSONAL PROPERTY

TRADE NAME OF APPLICANT: EXCEL INJECTION MOLDING INC

LOCATION: 977 SULLIVAN DR **PARCEL** P6907

TYPE OF BUSINESS: INJECTION MOLDING

FINISHED PRODUCTS ARE: PLASTIC MOLDED PARTS

STATE THE ENUMERATION THIS APPLICATION IDENTIFIES WITH: _____

HAS THIS ENTERPRISE ENJOYED AN EXEMPTION PREVIOUSLY? YES

UNDER ANY OTHER TRADE NAME? NO

ANY OTHER LOCATION? NO

UNDER ANY OTHER OWNERSHIP? NO

NUMBER OF NEW JOBS 5 **ESTIMATED ANNUAL PAYROLL** $ 170,000.00

EXEMPTION TO BE ON:

LAND: (NO) **VALUE:$** _____

IMPROVEMENTS: (NO) **VALUE:$** _____

PERSONAL PROPERTY:

FURN & FIX.	**VALUE $** _____
MACH & EQUIP.	**VALUE $** 169,278.00
INVENTORY	**VALUE$** _____
RAW MATERIALS	**VALUE $** _____
WORK IN PROCESS	**VALUE $** _____

PERSONAL PROPERTY TOTAL: $ 169,278.00

EXEMPTION TOTAL VALUE: $ 169,278.00

LAND AND IMPROVEMENTS:

OWNER OF LAND: EXCEL INJECTION MOLDING INC

OWNER OF IMPROVEMENTS: EXCEL INJECTION MOLDING INC

DATE OF IMPROVEMENTS: COMPLETED _____ **EXPANDED** DECEMBER 31, 2014

ANY PRIOR EXEMPTION: YES

YEARS OF EXEMPTION APPLIED FOR: 2015 **THRU** 2024

APPLICANT'S REPRESENTATIVE: JOHN M ROBINSON

ADDRESS: 118 J M TATUM INDUST. DR, H'BURG, MS 39401 **PHONE:** 601-544-6133

INVESTIGATED BY: BRUCE TEMPLETON

COMMENTS: _____

DATE: JUNE 8, 2015 **TAX ASSESSOR:** _____

MARY ANN PALMER

RESOLUTION OF THE CITY COUNCIL OF HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES

The City Council next took up for consideration the matter of the application of Excel Injection Molding, Inc. for exemption from Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES TO EXCEL INJECTION MOLDING , INC. AS AUTHORIZED BY SECTION 27-31-105 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.

WHEREAS, Excel Injection Molding, Inc. on May 22, 2015, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Excel Injection Molding, Inc. has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Excel Injection Molding, Inc. is entitled to the exemption sought for a period of ten years, all subject to approval and certification by the Mississippi State Tax Commission.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Excel Injection Molding, Inc. for a consecutive period of ten (10) years from December 31, 2014 through December 31, 2024 as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and l as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi State Tax Commission.

Section 2. That Excel Injection Molding, Inc. is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on the December 31, 2014 and ending on December 31, 2024 with a total true value of $169,278.00, or the amount approved by Mississippi Tax Commission.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi State Tax Commission for its approval and certification; after receipt of certification

from the Mississippi State Tax Commission a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the State Tax Commission and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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 vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 4th day of August, 2015.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of July, 2015.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

RESOLUTION OF THE CITY COUNCIL OF HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES

The City Council next took up for consideration the matter of the application of Excel Injection Molding, Inc. for exemption from Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES TO EXCEL INJECTION MOLDING , INC. AS AUTHORIZED BY SECTION 27-31-105 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.

WHEREAS, Excel Injection Molding, Inc. on May 22, 2015, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Excel Injection Molding, Inc. has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Excel Injection Molding, Inc. is entitled to the exemption sought for a period of ten years, all subject to approval and certification by the Mississippi State Tax Commission.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Excel Injection Molding, Inc. for a consecutive period of ten (10) years from December 31, 2014 through December 31, 2024 as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and l as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi State Tax Commission.

Section 2. That Excel Injection Molding, Inc. is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on the December 31, 2014 and ending on December 31, 2024 with a total true value of $169,278.00, or the amount approved by Mississippi Tax Commission.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi State Tax Commission for its approval and certification; after receipt of certification

from the Mississippi State Tax Commission a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the State Tax Commission and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

The above and foregoing Resolution, after having been first 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 thereby declared the motion carried and the Resolution adopted, this the 4th day of August, 2015.

(S E A L)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of July, 2015.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2015-2056

File ID:	2015-2056	**Type:** Resolution	**Status:** Passed
Version:	1	**Reference:**	**In Control:** City Council
			File Created: 07/28/2015
Brief Title:	Ad Valorem Exemption- Western Container		**Final Action:** 08/04/2015
			Minute Book Number: MB2015-234

Title:

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Western Container Corporation, for a period not to exceed ten (10) years, commencing December 31, 2014 and ending on December 31, 2024, with a total true value of $ 2,830,027.50 or the amount approved by the Mississippi Department of Revenue.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Western Container App-8-4-15, Western Container Res-8-4-15, Position Statement-Western Container, ADP-Memo-Western Container, executed Western Container Res-8-4-15 RES#2015-102	**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	08/04/2015	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Western Container Corporation, for a period not to exceed ten (10) years, commencing December 31, 2014 and ending on December 31, 2024, with a total true value of $ 2,830,027.50 or the amount approved by the Mississippi Department of Revenue.

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 2015-2056

Title

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Western Container Corporation, for a period not to exceed ten (10) years, commencing December 31, 2014 and ending on December 31, 2024, with a total true value of $ 2,830,027.50 or the amount approved by the Mississippi Department of Revenue.

Summary

Ad valorem exemption for Western Container

Budget Information

Expenditure Type

Purchasing Item

Publication Information

APPLICATION OF WESTERN CONTAINER CORPORATION FOR A 2014 ADDITIONS EXEMPTION FROM AD VALOREM PROPERTY TAXES FOR THE 2014 ADDITIONS TO/ REPLACEMENTS AT ITS MANUFACTURING/WAREHOUSING FACILITY, AS AUTHORIZED BY § 27-31-105(1), *INTER ALIA*, OF THE MISSISSIPPI CODE OF 1972, AS AMENDED

TO THE HONORABLE MAYOR AND CITY COUNCIL
OF THE CITY OF HATTIESBURG, MISSISSIPPI:

COMES NOW Western Container Corporation ("**Western**"), by and through Dale Hosack, its Chief Financial Officer, and files, in triplicate and under oath, this its written Application for exemption ("**2014 Additions Exemption**") from ad valorem property taxation ("**Taxes**") pursuant to § 27-31-105(1), *inter alia* (collectively "**Statutes**"), of the Mississippi Code of 1972, as amended ("**Code**"), and respectfully represents unto this Honorable Mayor and City Council (collectively "**Council**") of the City of Hattiesburg ("**City**"), State of Mississippi ("**State**"), as follows:

I.

Western is a Texas corporation which is duly qualified to do and is doing business in the City at its facility located at 110 W. L. Runnels Industrial Drive in the Forrest County Industrial Park ("**Facility**"), operating a manufacturing/warehousing enterprise.

II.

The Facility is used for the receipt, manufacture, handling, storage, warehousing, shipment, distribution, and wholesale sale for resale of injection and blow molded proprietary plastic containers and for the conducting and administration of the business of the Facility ("**Enterprise**").

III.

Under the terms of Section 2(A)(ii) of a certain "Resolution . . . on Behalf of the City of Hattiesburg, Mississippi . . . Declaring the Intention and Agreement of the Mayor and City Council of Such City to Grant Certain Ad Valorem Property Tax Exemptions . . . As Inducements for the Location By Western Container Corporation of Its New Industrial and Manufacturing Facility in Such City" ("**Intent Resolution**"), dated February 3, 1998, and on file and of record in the Minutes of the Council, the City declared its intention and agreement to grant future Additions Exemptions to Western because of the location of its Enterprise in the City.

FILED

JUN 01 2015

CITY CLERK

BY _____ 1:16p

DEPUTY CLERK

IV.

Western completed certain additions to/replacements at the Facility in 2014 (collectively "**2014 Additions**"). The 2014 Additions consisted of certain machinery and equipment and real property improvements used by Western at the Facility.

V.

The 2014 Additions at the Facility contributed to an aggregate increase of approximately twenty-eight (28) full-time jobs in the City during 2014 and to an aggregate increase of approximately forty-three (43) full-time jobs and to an aggregate increase in payroll of approximately Two Million One Hundred Fifty-One Thousand Six Hundred Eighteen Dollars and Zero Cents ($2,151,618.00) during 2014 over the original projections thereof in the Intent Resolution. Therefore, the 2014 Additions assisted both in the creation of additional new jobs and payroll and in the retention of existing employment and payroll at the Facility, as well as in the creation and preservation of other ancillary jobs in the City (collectively "**City Jobs/Payroll**"), through which Western has already made and will continue to make a major contribution and commitment to the economic development of the City.

VI.

Western has been and will continue to be engaged in the Enterprise in the City within the meaning of, and as enumerated in, the Statutes, and the 2014 Additions constitute property used in connection with, and necessary to, the operation of such Enterprise of Western in the City and thus constitute additions to/replacements at a bona fide enterprise as described in an enumerated class of enterprises within the meaning of the Statutes and eligible for the 2014 Additions Exemption authorized by the Statutes and contemplated by the Intent Resolution.

VII.

The Statutes authorize and empower the Council, in its discretion and in addition to all other exemptions granted under the laws of the State, to grant the 2014 Additions Exemption from Taxes on tangible property which is located in the City and used in connection with, or necessary to, the operation of the enterprises described in the classes enumerated therein, specifically including manufacturing/warehousing enterprises, except that the 2014 Additions Exemption does not extend to Taxes on the products of such enterprises or to the Taxes on automobiles and trucks belonging to such enterprises and operating on or over the highways of this State (collectively "**Eligible Property**"), or to Taxes for school district purposes ("**School Taxes**") or to State Taxes (together with the School Taxes, collectively "**Excluded Taxes**"). Therefore, as authorized by the Statutes and as contemplated by the Intent Resolution, the 2014 Additions qualify as Eligible Property of Western used in connection with, or necessary to, the operation of the Enterprise of Western in the City and may, in the discretion of the Council, be exempt from all Taxes imposed thereon by the City, but specifically excepting the Excluded Taxes.

VIII.

The Eligible Property comprising the 2014 Additions used in connection with, or necessary to, the operation of Western's Enterprise, which is proposed to be exempted by the 2014 Additions Exemption and which does not include any products of Western or any automobiles and trucks of Western operating on or over the highways of this State, is described in Exhibit "A" attached hereto, incorporated herein by reference, and expressly made a part hereof for all purposes as if fully copied herein. The aggregate true value of all the Eligible Property proposed to be exempted is Two Million Eight Hundred Thirty Thousand Twenty-Seven Dollars and Fifty Cents ($2,830,027.50), as itemized as required by the Statutes in Exhibit "A," with Western making both a significant capital investment in the City and a major contribution to the economic development of the City through the 2014 Additions to/at the Facility in the City (collectively with the City Jobs/Payroll, "**Economic Impact**").

IX.

The 2014 Additions were completed by December 31, 2014 ("**Commencement Date**"), and operation of the 2014 Additions was begun during 2014. The Statutes require that the Application for the 2014 Additions Exemption be filed by June 1st of the year immediately following the year of completion of the additions, *i.e.*, more particularly, June 01, 2015 for the 2014 Additions. Pursuant to the Statutes, this Application is being timely filed by June 01, 2015 in order for the 2014 Additions Exemption to be effective as of the Commencement Date for the 2014 Additions.

X.

The maximum term of the 2014 Additions Exemption under the Statutes is a period of ten (10) years (**"Term"**) from the Commencement Date. Pursuant to the Statutes, Western hereby requests that the Council grant such 2014 Additions Exemption for the 2014 Additions for the Term, with such 2014 Additions Exemption for the 2014 Additions to begin with the Commencement Date and continue for the Term until December 31, 2024 ("**Termination Date**").

XI.

The Council is authorized and empowered by the provisions of the Statutes to grant the 2014 Additions Exemption to Western with respect to the 2014 Additions being used in the Enterprise located within the City.

XII.

The Enterprise both provided additional new employment and payroll, is presently providing, and should in the future continue to provide employment and a payroll at the Facility in the City, and the Council should acknowledge Western's contribution and commitment to the economic development of the City by exercising its discretionary authority to grant to Western

such 2014 Additions Exemption for the Eligible Property comprising the 2014 Additions to/at the Facility for the Term.

XIII.

As a result of the Intent Resolution, the 2014 Additions Exemption available to Western under the laws of the State constituted an inducement to Western upon which it relied, and thus played a major role in, Western's decision both to locate the Enterprise in the City and to make the 2014 Additions to/at the Facility in the City, and sufficient consideration in the form of the Economic Impact and Western's reliance on such inducement, as well as certain other good and valuable nonmonetary consideration (collectively "**Consideration**"), has been and will be received by the City from Western in order to support the granting of the 2014 Additions Exemption to Western.

XIV.

Therefore, pursuant to the provisions of the Statutes and the Intent Resolution, Western respectfully requests that the Council grant to Western the 2014 Additions Exemption from all such Taxes, excepting the Excluded Taxes, imposed by the City on the Eligible Property comprising the 2014 Additions.

WHEREFORE, PREMISES CONSIDERED, Western prays (i) that this Application be received, filed, reviewed and approved by the Area Development Partnership ("**ADP**"), as well as any and all other appropriate City authorities, and placed in line for consideration on the agenda of the appropriate Council meeting; and (ii) that, upon its approval of this Application, the Council will, in recognition of the above premises, the Intent Resolution, the recommendation of the ADP, and the Consideration, spread upon its Minutes an interim resolution which:

(A) Finds that the 2014 Additions to/at the Facility were in fact made to a bona fide enterprise described in a class of enterprises enumerated by the Statutes, being, more specifically, a manufacturing/warehousing enterprise, and were completed in 2014 within the meaning of the Statutes;

(B) Finds that the Council recognizes and acknowledges that the 2014 Additions Exemption available to Western and contemplated by the Intent Resolution constituted an inducement to Western and thus played a major role in Western's decision to make the 2014 Additions to/at the Facility in the City;

(C) Finds further that Western is eligible for and, pursuant to the Intent Resolution, entitled to the 2014 Additions Exemption from all such Taxes imposed by the City on the 2014 Additions, excepting the Excluded Taxes, in an amount to be determined annually by the appropriate taxing authorities, as provided by State law,

commencing with the Commencement Date, continuing for the Term, and ending on the Termination Date;

(D) Finds further that the financial ability, technical qualifications, and business experience of Western are such that the 2014 Additions to/at the Facility will promote the industrialization of the City and State, will supply employment to the citizens of the City and State, and will promote the development of the City and surrounding community; that the ADP and any and all other appropriate City authorities have reviewed and approved this Application of Western; and that the ADP has issued its advisory opinion to the Council recommending that the 2014 Additions Exemption requested by Western in this Application for its 2014 Additions should be granted;

(E) Approves conditionally this Application and conditionally grants the 2014 Additions Exemption for the 2014 Additions sought herein, beginning with the Commencement Date and continuing for the Term until the Termination Date, for the Eligible Property described in Exhibit "A" used in connection with, or necessary to, the operation of the Facility in the City, subject to the appropriate investigation, approval, and certification by the Ad Valorem Division of the Mississippi Department of Revenue ("**DOR**");

(F) Finds that Exhibit "A" attached hereto contains an itemized listing of the true value of all Eligible Property to be exempted, as required by the Statutes;

(G) Directs that the original and three (3) certified copies of this filed Application and a certified transcript of such conditional approval by the Council of this Application, including a certified transcript of such interim resolution of approval thereof, be forwarded to the DOR within thirty (30) days of the date of the certified transcript of the interim resolution, in order for the DOR to investigate and determine that the Eligible Property is eligible for exemption under, and should be exempted in accordance with, the Statutes; and that a certified copy of this filed Application and a certified transcript of such approval by the Council of this Application, including such interim resolution of approval thereof, also be forwarded to the Tax Assessor of Forrest County ("**Assessor**");

(H) Declares the intention and agreement of the Council, upon approval of this Application by the DOR and receipt by the City of the certificate of approval of the DOR, to enter a final order on its Minutes:

(i) declaring that the Eligible Property is exempt under the 2014 Additions Exemption and establishing the Commencement Date, Term and Termination Date;

(ii) actually and finally granting to Western the 2014 Additions Exemption herein applied for by Western for the 2014 Additions;

(iii) requesting that the Assessor take all necessary and appropriate actions in preparation of the tax rolls necessary to implement such 2014 Additions Exemption so granted, beginning with the Commencement Date and continuing for the Term and until the Termination Date thereof, including making appropriate notations on the tax rolls so that the Eligible Property will be treated as provided for in such final order and in the Statutes;

(iv) directing the City Clerk to file one (1) copy of this Application and the interim resolution and final order approving this Application with the State Auditor of Public Accounts; and to file one (1) copy of the final order approving this Application with the DOR and Assessor; and

(v) directing the City Clerk to record the final order approving this Application in the Minutes of the Council in a book kept in the City Clerk's office for such purposes; and

(I) Directs the City Clerk to record this Application, together with the interim resolution, in the Minutes of the Council in a book kept in the City Clerk's office for such purposes.

RESPECTFULLY SUBMITTED, on this the 21 day of May, 2015.

Western Container Corporation

By: _____
Dale Hosack
Its: Chief Financial Officer

Prepared by:
Butler Snow LLP
Attention: W. Eugene Magee
1020 Highland Colony Parkway, Suite 1400
P. O. Box 6010
Ridgeland, MS 39158-6010
(601) 985-4540

STATE OF Texas

COUNTY OF Fort Bend

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Dale Hosack, who, after being first duly sworn by me, on oath states that he is the Chief Financial Officer of Western Container Corporation and that, for and on behalf of said corporation, and as its act and deed, he signed, executed and delivered the above and foregoing Application both for the purposes and on the day and year therein mentioned, after having first been duly authorized by said corporation so to do, and that the matters and things contained and set forth therein are true and correct as therein stated.

DALE HOSACK

SWORN TO AND SUBSCRIBED before me, under my hand and official seal of office this 21 day of May, 2015.

NIKKI TOCA
Notary Public, State of Texas
My Commission Expires
July 03, 2016

Notary Public

(NOTARIAL SEAL)

My Commission Expires:
7/3/16

EXHIBIT "A(1)"

2014 Additions of Western Container Corporation

See Asset List Attached as Exhibit "A(2)" for details:

Machinery and Equipment	$2,830,027.50
Total	$2,830,027.50

26065905v1

Site Name	Filing Group	Assessor Account	Asset #	Asset Description	Property Class	State Class	Acq Year (R)	Acq Date (R)	Cost (O)	
MS-Hattiesburg PET/WCC	Western Container	2014 WCC NEW	WC003511	Haug Ion Air Blowers -#13068	Personal Property	9 yr	2014	02/20/2014	$	17,754.98
MS-Hattiesburg PET/WCC	Western Container	2014 WCC NEW	WC003515	Encore Polaris Upgrade Press #3 - #13050	Personal Property	9 yr	2014	04/23/2014	$	364,276.83
MS-Hattiesburg PET/WCC	Western Container	2014 WCC NEW	WC003527	Sixteen Pairs of Neck Rings for Braze Line - #1401	Personal Property	4yr	2014	06/23/2014	$	17,223.78
MS-Hattiesburg PET/WCC	Western Container	2014 WCC NEW	WC003530	500 ml Fruitwater Molds - #14021	Personal Property	4yr	2014	06/23/2014	$	112,567.33
MS-Hattiesburg PET/WCC	Western Container	2014 WCC NEW	WC003533	Hattiesburg AGC Install - #13066	Personal Property	6yr	2014	08/04/2014	$	555,808.06
MS-Hattiesburg PET/WCC	Western Container	2014 WCC NEW	WC003535	Replace Jervis Webb AGV system with SAM system - #	Personal Property	6yr	2014	08/04/2014	$	66,137.01
MS-Hattiesburg PET/WCC	Western Container	2014 WCC NEW	WC003539	Neck Rings - Mold Master - #14042	Personal Property	4yr	2014	08/04/2014	$	73,990.80
MS-Hattiesburg PET/WCC	Western Container	2014 WCC NEW	WC003540	20 oz Base Molds for SBO20 - #14044	Personal Property	4yr	2014	08/04/2014	$	13,649.62
MS-Hattiesburg PET/WCC	Western Container	2014 WCC NEW	WC003541	Condesnate Separators for flake PCR material - #14	Personal Property	9 yr	2014	08/04/2014	$	44,433.76
MS-Hattiesburg PET/WCC	Western Container	2014 WCC NEW	WC003542	Taper Flanges and Lock Rings - Mold IP571 - #14022	Personal Property	4yr	2014	08/04/2014	$	38,854.20
MS-Hattiesburg PET/WCC	Western Container	2014 WCC NEW	WC003553	Upgrades to Air Handling System - #14041	Personal Property	9 yr	2014	09/19/2014	$	17,921.93
MS-Hattiesburg PET/WCC	Western Container	2014 WCC NEW	WC003566	Static Mixer Asembly - #14045	Personal Property	9 yr	2014	11/21/2014	$	14,225.59
MS-Hattiesburg PET/WCC	Western Container	2014 WCC NEW	WC003567	22 g Injection Mold - BIC - #14049	Personal Property	4yr	2014	11/21/2014	$	737,933.66
MS-Hattiesburg PET/WCC	Western Container	2014 WCC NEW	WC003568	22 g Injection Mold - BIC - #14050	Personal Property	4yr	2014	11/21/2014	$	725,967.34
MS-Hattiesburg PET/WCC	Western Container	2014 WCC NEW	WC003573	Flash Module for Intravis Sample Pre-Watcher - #14	Personal Property	6yr	2014	11/21/2014	$	29,282.61
									$	2,830,027.50



RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES

The City Council next took up for consideration the matter of the application of Western Container Corp., for exemption from Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES TO WESTERN CONTAINER CORP., AS AUTHORIZED BY SECTION 27-31-105 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.

WHEREAS, Western Container Corp. on June 1, 2015, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Western Container Corp. has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personalty in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2014; and that Western Container Corp. is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Western Container Corp. for a period of ten (10) years from December 31, 2014 through December 31, 2024, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Western Container Corp. is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2014 and ending on December 31, 2024, with a total true value of $2,830,027.50, or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein

to the Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Mississippi Department of revenue and with the State Auditor's Office; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

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:

The President thereby declared the motion carried and the Resolution adopted, this the 4th day of August, 2015.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of August, 2015.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

POSITION STATEMENT OF TAX ASSESSOR

EXEMPTION OF REALTY AND/OR PERSONAL PROPERTY

TRADE NAME OF APPLICANT: WESTERN CONTAINER CORPORATION

LOCATION: 110 W L RUNNELS DRIVE **PARCEL** P6904

TYPE OF BUSINESS: PLASTIC BOTTLE MANUFACTURER

FINISHED PRODUCTS ARE: PLASTIC BOTTLES

STATE THE ENUMERATION THIS APPLICATION IDENTIFIES WITH: _____

HAS THIS ENTERPRISE ENJOYED AN EXEMPTION PREVIOUSLY? YES

UNDER ANY OTHER TRADE NAME? NO

ANY OTHER LOCATION? NO

UNDER ANY OTHER OWNERSHIP? NO

NUMBER OF NEW JOBS 28 **ESTIMATED ANNUAL PAYROLL** $2,151,618.00

EXEMPTION TO BE ON:

LAND: (NO) **VALUE:$** _____

IMPROVEMENTS: (NO) **VALUE:$** _____

PERSONAL PROPERTY:

FURN & FIX.	VALUE $ _____
MACH & EQUIP.	VALUE $ 2,830,028.00
INVENTORY	VALUE$ _____
RAW MATERIALS	VALUE $ _____
WORK IN PROCESS	VALUE $ _____

PERSONAL PROPERTY TOTAL: $ 2,830,028.00

EXEMPTION TOTAL VALUE: $ 2,830,028.00

LAND AND IMPROVEMENTS:

OWNER OF LAND: WESTERN CONTAINER CORPORATION

OWNER OF IMPROVEMENTS: WESTERN CONTAINER COPRORATION

DATE OF IMPROVEMENTS: COMPLETED N/A **EXPANDED** 12-31-2014

ANY PRIOR EXEMPTION: YES

YEARS OF EXEMPTION APPLIED FOR: 2015 **THRU** 2024

APPLICANT'S REPRESENTATIVE: DALE HOSAK

ADDRESS: 110 WL RUNNELS DRIVE, HATTIESBURG, MS 39401 **PHONE:** 601-554-3500

INVESTIGATED BY: BRUCE TEMPLETON

COMMENTS: _____

DATE: JUNE 8, 2015 **TAX ASSESSOR:** _____

MARY ANN PALMER

MEMORANDUM

To: City Council, City of Hattiesburg, Mississippi

Date: July 15, 2015

From: Garrett Wright

RE: Western Container Corporation

We greatly appreciate the opportunity to review the Ad Valorem Tax Exemption application for Western Container Corporation, located at 110 W.L. Runnels Industrial Drive, Hattiesburg, Forrest County, MS. Upon further review by the Area Development Partnership (ADP) economic development staff, the request appears to be in order and warrants a strong consideration by the City Council. As businesses maneuver through today's economy, we must work diligently to ensure that we continue to provide a pro-business operating environment for existing businesses and for those we try to recruit.

Western Container Corporation is applying for a 10 year Ad Valorem Tax Exemption to be exempt from all non-educational ad valorem taxes of the City of Hattiesburg for a period of 10 years for an expansion completed 12/31/2014. The total employment for the company in July 2015 is approximately 114 employees. The total value of the personal property to be exempted is $2,830,027.50. Again, we are in favor of this exemption and certainly appreciate your consideration.

RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES

The City Council next took up for consideration the matter of the application of Western Container Corp., for exemption from Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES TO WESTERN CONTAINER CORP., AS AUTHORIZED BY SECTION 27-31-105 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.

WHEREAS, Western Container Corp. on June 1, 2015, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Western Container Corp. has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personalty in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit A to the Application filed with this Council, with all additions and expansions being completed during calendar year 2014; and that Western Container Corp. is entitled to the exemption sought from ad valorem taxation, except for state and school district purposes, for a period of ten (10) years, subject to approval and certification by the Mississippi Department of Revenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Western Container Corp. for a period of ten (10) years from December 31, 2014 through December 31, 2024, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit A, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Western Container Corp. is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit A for a period of ten (10) years, commencing on the December 31, 2014 and ending on December 31, 2024, with a total true value of $2,830,027.50, or the amount approved by Mississippi Department of Revenue.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein

to the Mississippi Department of Revenue for its approval and certification; after receipt of certification from the Mississippi Department of Revenue a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the Mississippi Department of revenue and with the State Auditor's Office; and the Clerk shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that the personal property as set forth in Exhibit A, has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption period only.

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 vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 4th day of August, 2015.

(S E A L)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of August, 2015.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2015-2057

File ID: 2015-2057 **Type:** Regular Agenda Item **Status:** Failed

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

File Created: 07/28/2015

Brief Title: Ad valorem exemption-Mar- Jac **Final Action:**

Minute Book Number: MB2015-234-235

Title:

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Mar-Jac Poultry MS,LLC for a period not exceed ten(10) years, commencing on December 31, 2014 and ending December 31, 2024, with a true total value of $ 10,888,693.24 or the amount approved by the Mississippi Department of Revenue.

Notes:

Sponsors: **Enactment Date:**

Attachments: Resolution-Mar Jac, Position of Statement-Mar-Jac, MAr-Jac-App, ADP memo-Mar-Jac **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	08/04/2015	Deny				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to DENY to Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Mar-Jac Poultry MS,LLC for a period not exceed ten(10) years, commencing on December 31, 2014 and ending December 31, 2024, with a true total value of $ 10,888,693.24 or the amount approved by the Mississippi Department of Revenue.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 1 - Delgado

Yea: 4 Council Member Bradley
Council Member Carroll
Council Member Dryden
Council Member Naylor

Nay: 1 Council Member Delgado

ΓEL-No Vote: 0

Text of Legislative File 2015-2057

Title

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Mar-Jac Poultry MS,LLC for a period not exceed ten(10) years, commencing on December 31, 2014 and ending December 31, 2024, with a true total value of $ 10,888,693.24 or the amount approved by the Mississippi Department of Revenue.

Summary

Ad valorem exemption for Mar-Jac

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION OF THE CITY COUNCIL OF HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES

The City Council next took up for consideration the matter of the application of Mar-Jac Poultry MS LLC. for exemption from ad valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES TO MAR-JAC POULTRY MS LLC AS AUTHORIZED BY SECTION 27-31-101 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.

WHEREAS, Mar- Jac Poultry MS LLC on May 25, 2015, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Mar-Jac Poultry MS LLC has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Mar-Jac Poultry MS LLC is entitled to the exemption sought for a period of ten years, all subject to approval and certification by the Mississippi State Tax Commission.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by Mar-Jac Poultry MS LLC for a consecutive period of ten (10) years from the date of completion, all as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the
Mississippi State Tax Commission.

Section 2. That Mar-Jac Poultry MS LLC is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the real and personal property listed on Exhibit "A" for a period of ten (10) years, commencing on the 1st day of January, 2015, and ending on the 31st day of December, 2024 with a total true value of $10,888,693.24

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript

of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi State Tax Commission for its approval and certification; after receipt of certification from the Mississippi State Tax Commission a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the State Tax Commission and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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 vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 4th day of August, 2015.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of August, 2015.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

POSITION STATEMENT OF TAX ASSESSOR

EXEMPTION OF REALTY AND/OR PERSONAL PROPERTY

TRADE NAME OF APPLICANT: MAR-JAC POULTRY MS LLC

LOCATION: 1301 JAMES ST **PARCEL** P1526 &26815&26813

TYPE OF BUSINESS: POULTRY PROCESSING PLANT

FINISHED PRODUCTS ARE: PROCESSED CHICKEN

STATE THE ENUMERATION THIS APPLICATION IDENTIFIES WITH:

HAS THIS ENTERPRISE ENJOYED AN EXEMPTION PREVIOUSLY? YES

UNDER ANY OTHER TRADE NAME? YES

ANY OTHER LOCATION? NO

UNDER ANY OTHER OWNERSHIP? YES

NUMBER OF NEW JOBS ___ **ESTIMATED ANNUAL PAYROLL**

EXEMPTION TO BE ON:

LAND:	**(YES)**	**VALUE:$** 82,890.00
IMPROVEMENTS:	**(YES)**	**VALUE:$** 454,740.00

PERSONAL PROPERTY:

FURN & FIX.	**VALUE $**
MACH & EQUIP.	**VALUE $** 15,556,174.00
INVENTORY	**VALUE$**
RAW MATERIALS	**VALUE $**
WORK IN PROCESS	**VALUE $**

PERSONAL PROPERTY TOTAL: **$** 16,093,804.00

EXEMPTION TOTAL VALUE: **$** 16,093,804.00

LAND AND IMPROVEMENTS:

OWNER OF LAND: MAR-JAC POULTRY MS LLC & FORREST COUNTY

OWNER OF IMPROVEMENTS: MAR-JAC POULTRY MS LLC

DATE OF IMPROVEMENTS: COMPLETED N/A **EXPANDED** 12-31-2014

ANY PRIOR EXEMPTION: YES

YEARS OF EXEMPTION APPLIED FOR: 2015 **THRU** 2024

APPLICANT'S REPRESENTATIVE: RANDALL A. BRUER

ADDRESS: 1301 JAMES ST, HATTIESBURG, MS 39401 **PHONE:** 601-544-3141

INVESTIGATED BY: BRUCE TEMPLETON

COMMENTS: THIS IS OLD MARSHALL DURBIN CHICKEN PROCESSING PLANT WHO HAS ALREADY ENJOYED TEN YEAR EXEMPTIONS ON THIS PROPERTY. NOW MAR-JAC POULTRY WISHES TO BE DEEMED A NEW ENTERPRISE BY THE BOARD OF SUPERVISORS AND ENJOY AN ADDITIONAL TEN YEARS.

DATE: JUNE 8, 2015 **TAX ASSESSOR:**

MARY ANN PALMER

APPLICATION TO THE CITY COUNCIL
OF
THE CITY OF HATTIESBURG, MISSISSIPPI
FOR EXEMPTION FROM
AD VALOREM TAXES

FILED
MAY 26 2015
CITY CLERK
BY DEPUTY CLERK

APPLICATION OF **MAR-JAC POULTY MS LLC**
FOR A EXEMPTION FROM AD VALOREM PROPERTY TAXES
FOR A PERIOD OF 10 YEARS AS AUTHORIZED BY SECTION §27-31-101 et seq., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED

TO THE HONORABLE CITY COUNCIL, CITY OF HATTIESBURG, MISSISSIPPI:

COMES NOW **Mar-Jac Poultry MS LLC** (the "Applicant") and files this its Application with copies in triplicate for exemption from ad valorem personal property taxation, except school district taxes and the "mandated levies" described in Code Section §27-39-329 and respectfully represents unto the City Council, City of Hattiesburg, Mississippi as follows:

1. Applicant has negotiated in good faith with the City Council as to the ad valorem tax exemption authorized by Code Section §27-31-101 and related Code Sections.

2. Applicant, **Mar-Jac Poultry MS LLC** is a MS Corporation and domiciled in the City of Hattiesburg, Forrest County, Mississippi at 1301 James Street, Mississippi.

3. Applicant is now operating as an Integrated Poultry Producer within the City of Hattiesburg, Mississippi, which industry is a bona fide new enterprise of "public utility" within the meaning of Section §27-31-101 et seq., and related Sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption, namely Mississippi Code Annotated Section §27-31-101.

4. The exemption prayed for in this Application is with regard to the tangible personal property, not previously exempted, and consisting of certain personal property, mainly furniture, fixtures, machinery, equipment, furnishings, and other items of personal property, all of which are suitable for use, and are being used by Applicant in its manufacturing enterprise. And with respect to Applicant's said enterprise of "public utility" as enumerated in Code Section §27-31-101 et seq., and related Sections of the Mississippi Code of 1972, as amended, is eligible for the exemption,

namely Mississippi Code Annotated Section §27-31-101, which will promote the industrialization of Mississippi, and will promote the development of Hattiesburg, Mississippi. The Enterprise directly provides over 800+ jobs for employees of Mar-Jac Poultry MS LLC as of December 31st, 2014, resulting in an overall positive economic benefit to the City of Hattiesburg, Mississippi.

5. The Applicant's enterprise was completed within the meaning of the applicable statutes of the State of Mississippi. In accordance with the provisions of Code Section §27-31-101, as amended, the exemption hereby claimed should commence on January 1, 2015.

6. The true value of all tangible personal property, not previously exempted, to be exempted is **$10,888,693.24** as shown in the itemized lists attached hereto as "Exhibits A" and made a part hereof.

7. The exemption from ad valorem taxation, except school district taxes and the "mandated levies", on the tangible property described in "Exhibits A" should be granted for a ten (10) year period beginning on January 1, 2015.

*PR*AYER

WHEREFORE, Applicant prays that this Board enter a finding that the Applicant has negotiated in good faith with the City Council, City of Hattiesburg, as to the requested exemption; and that the Applicant be granted an exemption, under Code Section §27-31-101, from ad valorem taxation, except school district ad valorem taxes and the "mandated levies" described in Code Section §27-39-329, as provided by law, for a ten (10) year period beginning on January 1, 2015, for the items of tangible personal property, not previously exempted, and used in, or necessary to the operation of the Applicant's enterprise in the City of Hattiesburg, Forrest County, Mississippi and described in "Exhibit A" attached hereto; and

The City Council, City of Hattiesburg, approve this Application by a Resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, except school district ad valorem taxes and the "mandated levies", for a period of ten (10) years beginning on January 1, 2015; and forward the Application with copies in triplicate and a certified transcript of

such approval to the Department of Revenue and that, upon approval of this Application by the Department of Revenue and the issuance of its certificate of approval, the Board enter a Final Order on its minutes granting the prayed for exemption and notify the County Tax Assessor of such exemption and obtain a certificate of the County Tax Assessor verifying the status of said property as non-taxable on the appropriate tax rolls.

RESPECTFULLY SUBMITTED, on this the 21st day of MAY, 2015.

APPLICANT:

MAR-JAC POULTRY MS LLC

By: Randall A. Bruce

Controller

Title

Attest: Judy Bell

MAR-JAC POULTRY MS, LLC

Hattiesburg, Forrest County, Mississippi

EXHIBIT A-1

Total Acquisitions as of 12/31/2014

MISSISSIPPI **PLANT** ASSETS

Location	Description	Acquired		Cost
Plant	ADDITIONAL CONTROL FOR RE-CHILLER	2/1/2004	$	14,500.00
Plant	LINE DRIVE-PICKING LINE	3/1/2004	$	4,125.00
Plant	LINE DRIVE-PICKING LINE	3/1/2004	$	4,125.00
Plant	LINE DRIVE-PICKING LINE	3/1/2004	$	4,125.00
Plant	QUILL PULLER PIT	3/1/2004	$	22,130.00
Plant	LINE DRIVE-PICKING LINE	3/1/2004	$	4,125.00
Plant	SCALDER SGS-4CA	3/1/2004	$	42,761.91
Plant	SCALDER SGS-4CA	3/1/2004	$	42,761.91
Plant	TRACK SOUTH PICKING LINE	3/1/2004	$	93,576.00
Plant	PICKING LINE/SCALDER WIRING	3/1/2004	$	23,175.30
Plant	QUILL PULLER PIT	3/1/2004	$	22,130.00
Plant	COMPACT TAIL CUTTER- DAPEC # 4	4/1/2004	$	7,175.00
Plant	COMPACT HALVER- DAPEC #4	4/1/2004	$	10,829.00
Plant	INSTALL DAPEC # 4 CONVEYOR	4/1/2004	$	15,720.00
Plant	F/S HALVER- DAPEC #4	4/1/2004	$	18,904.00
Plant	F/S THIGH/DRUM CUT- DAPEC #4	4/1/2004	$	21,454.00
Plant	DRUM UNLOADER- DAPEC #4	4/1/2004	$	1,666.00
Plant	BOX CONVEYOR- 10 FT SECTION	4/1/2004	$	3,637.50
Plant	BOX CONVEYOR- 10 FT SECTION	4/1/2004	$	3,637.50
Plant	BOX CONVEYOR- 10 FT SECTION	4/1/2004	$	3,637.50
Plant	CHUTES/BOX CONVEYOR IN COOLER	4/1/2004	$	10,150.00
Plant	BOX CONVEYOR- 10 FT SECTION	4/1/2004	$	3,637.50
Plant	BOX CONVEYOR- 10 FT SECTION	4/1/2004	$	3,637.50
Plant	BOX CONVEYOR- 10 FT SECTION	4/1/2004	$	3,637.50
Plant	BOX CONVEYOR- 10 FT SECTION	4/1/2004	$	3,637.50
Plant	DOUBLE LUG STANDS - QTY 3	4/1/2004	$	2,250.00
Plant	METAL DETECTOR CONVEYOR	4/1/2004	$	6,500.00
Plant	PRE-KEEL FAT PULLER- DAPEC #4	4/1/2004	$	71,264.00
Plant	BOX CONVEYOR- 10 FT SECTION	4/1/2004	$	3,637.50
Plant	ELECTRICAL CONTROL BOX-DAPEC #4	4/1/2004	$	11,765.00
Plant	FAT PUMP-DAPEC #4	4/1/2004	$	12,488.17
Plant	DEAD ROLLER BED- 30 FT SECTION	4/1/2004	$	3,600.00
Plant	FRAME & PARTS COLLECTION BELT SYSTEM	4/1/2004	$	119,383.00
Plant	NECK BREAKER-WITH INSTALLATION	6/1/2004	$	45,566.23
Plant	NECK BREAKER-WITH INSTALLATION	6/1/2004	$	45,566.23
Plant	TRAYLOADER- INJECTOR MARINATOR	7/1/2004	$	1,122.00
Plant	DUAL PRESSURE FILTER	7/1/2004	$	1,112.00
Plant	DUAL MIXING/CHILLING	7/1/2004	$	13,152.00
Plant	4 TON GAS PACK -CARRIER	7/1/2004	$	4,547.50
Plant	HEAT EXCHANGER-iNJECTOR MARINATOR	7/1/2004	$	1,683.00
Plant	INJECTOR MARINATOR	7/1/2004	$	22,340.00
Plant	BIRDWASHER-16HD	7/1/2004	$	6,277.00
Plant	PLUMBING TO PICK HEATERS	8/1/2004	$	12,125.99
Plant	BRINE HOLDING TANK	8/1/2004	$	3,850.00
Plant	DUAL EXTERNAL PRESS FILTER	8/1/2004	$	6,350.00

Plant	BRINE FILTERATION SYSTEM	8/1/2004	$	8,150.00
Plant	CHILLING SYSYTEM PUM, PIPE & FITTINGS	9/29/2004	$	37,622.00
Plant	MYCOM SCREW COMPRESSOR- AMMONIA SERVICE	9/29/2004	$	114,473.00
Plant	FATCAT SCREW CHILLER-PRECHILLER	9/29/2004	$	170,334.00
Plant	FATCAT SCREW CHILLER-FINAL CHILLER	9/29/2004	$	418,593.00
Plant	CHILLWATER STORAGE TANK	9/29/2004	$	42,177.00
Plant	RECHILLER- MODEL #2826	9/29/2004	$	151,058.50
Plant	RECHILLER- MODEL #2826	9/29/2004	$	151,058.50
Plant	PIPE ,PUMPS,AND VALVES FOR STORAGE TANK	9/29/2004	$	19,942.00
Plant	DELL COMPUTER	11/1/2004	$	1,407.00
Plant	DIMENSION 4700	11/1/2004	$	1,322.10
Plant	DELL DIMENSION 8400	11/1/2004	$	1,524.75
Plant	ROBOT COUPE-10 LITER MIXER W/BOWL	11/1/2004	$	4,500.00
Plant	SS HOOD TO COVER BIRD CHILLER	11/1/2004	$	29,995.00
Plant	NOTEBOOK-INSPIRON 8600	1/1/2005	$	1,690.49
Plant	DRIP PANS - PROCESSING AREA TO STOP CONDENSATION	2/1/2005	$	8,477.56
Plant	INSULATION OF OVERHEAD PIPING	2/1/2005	$	32,015.00
Plant	INSTALLATION OF AIR COMPRESSOR- 150 HP	3/1/2005	$	5,274.58
Plant	CURB AROUND NEW COMPRESSOR	5/1/2005	$	2,509.92
Plant	LIFT TRUCK-84IN PALLET FORK	6/1/2005	$	51,300.00
Plant	WATER CONTROLS FOR PUMPS	8/1/2005	$	7,562.00
Plant	REMANUFACTURED 8B MYCOM COMPRESSOR	8/1/2005	$	16,450.00
Plant	DMP WATER REUSE FILTRATION SYSTEM	8/1/2005	$	33,911.23
Plant	POLY CLIP- EZ2000-635	9/1/2005	$	2,522.38
Plant	POLY CLIP- EZ2000-635	9/1/2005	$	2,522.38
Plant	POLY CLIP- EZ2000-635	9/1/2005	$	2,522.36
Plant	POLY CLIP- EZ2000-635	9/1/2005	$	2,522.38
Plant	CHLORINATOR W 90 GALLON MIXING TANK	9/30/2005	$	21,000.00
Plant	CHLORINATOR / 90 GALLON MIXING TANK	9/30/2005	$	17,283.80
Plant	AMMONIA SCREW COMPR-ICE MAKER	9/30/2005	$	124,993.38
Plant	DMP WATER REUSE FILTRATION SYSTEM	9/30/2005	$	27,692.47
Plant	HAND PUNCH READER- GUARD SHACK	10/1/2005	$	3,306.80
Debone	DRIP PANS MOTORS/GEAR BOXES	11/1/2005	$	666.00
Debone	QA STAND WITH RACKS 5FT X 3FT X 3FT	11/1/2005	$	3,000.00
Debone	SHEILDS FOR WING WHEELS- 2 FT X 2FT	11/1/2005	$	600.00
Debone	5 FT X 5FT X 3 FT PACKING TABLE - QTY 2	11/1/2005	$	2,400.00
Debone	4FT X4FT X 3 FT STAND QTY 2	11/1/2005	$	3,000.00
Debone	2FT X 3FT X 3FT STAND QTY 4	11/1/2005	$	4,000.00
Debone	2 FT X 2FT X 3 FT- STAND -- QTY 6	11/1/2005	$	4,500.00
Debone	3-PC WING PORTIONER MOD#6000DD	11/1/2005	$	9,108.00
Debone	4IN VC CAT PUMP WITH CONTROL PANEL	11/1/2005	$	5,269.86
Debone	4IN VC CAT PUMP WITH CONTROL PANEL	11/1/2005	$	5,269.86
Debone	MODIFY CONVEYORS- FILLET,WING	11/1/2005	$	4,000.00
Debone	CONVEYOR-42 WIDE 8FT--INCLINE CONVEYOR	11/1/2005	$	5,722.42
Debone	4IN VC CAT PUMP WITH CONTROL PANEL	11/1/2005	$	5,269.86
Debone	STORK LOG CHAIN ASSBL	11/1/2005	$	8,151.28
Debone	4IN VC CAT PUMP WITH CONTROL PANEL	11/1/2005	$	5,269.87
Debone	PIPING & ANGLE IRON TO WING LINES	11/1/2005	$	17,117.78
Debone	RECIRCULATING BELT- TC100	11/1/2005	$	2,750.00
Debone	3-PC WING PORTIONER MOD#6000DD	11/1/2005	$	9,108.00
Debone	DOUBLE J SHACKLE- QTY 1000	11/1/2005	$	7,068.36
Debone	4IN VC CAT PUMP WITH CONTROL PANEL	11/1/2005	$	5,269.86
Debone	OVERHEAD WING LINE	11/1/2005	$	5,617.27
Debone	OVERHEAD WING LINE	11/1/2005	$	5,617.26
Debone	GRAVITY CONVEYORS TO FEED SCALES- QTY 2	11/1/2005	$	960.00

Debone	GRAVITY CONVEYOR-CVP MACHINE	11/1/2005	$	780.00
Debone	GRAVITY CONVEYOR-CVP MACHINE	11/1/2005	$	1,230.00
Debone	EMPLOYEE STAND @ SKINNER	11/1/2005	$	650.00
Debone	VERTICAL INCLINE CARCASS CONVEYOR	11/1/2005	$	14,240.00
Debone	FILLET INCLINE CONVEYOR TO FEED SKINNER	11/1/2005	$	11,400.00
Debone	FILLET INCLINE CONVEYOR TO FEED SKINNER	11/1/2005	$	11,400.00
Debone	FILLET INCLINE CONVEYOR TO FEED SKINNER	11/1/2005	$	11,400.00
Debone	DOUBLE-SIDED CONE LINE	11/1/2005	$	48,108.10
Debone	DOUBLE-SIDED CONE LINE	11/1/2005	$	48,108.09
Debone	DOUBLE-SIDED CONE LINE	11/1/2005	$	48,108.09
Debone	MOTOR CONTROL PANEL TO DEBONE EQUIPMENT	11/1/2005	$	41,250.00
Debone	CVP FRESH VAC MODEL A-200 57 INCH MANIFOLD	11/1/2005	$	29,126.56
Debone	CVP FRESH VAC MODEL A-200 57 INCH MANIFOLD	11/1/2005	$	29,126.56
Debone	LABOR TO INSTALL OVERHEAD WING LINES	11/1/2005	$	8,032.00
Debone	SKINNER #3 BA620	11/1/2005	$	38,000.00
Debone	SKINNER # 2 BA620	11/1/2005	$	38,000.00
Debone	SKINNER #1 BA620	11/1/2005	$	39,000.00
Debone	OVERHEAD WING LINE	11/1/2005	$	5,617.27
Debone	EMPLOYEE STAND @ SKINNER	11/1/2005	$	1,200.00
Plant	MECHANICAL INSTALLATION OF SIZING LINE	11/1/2005	$	38,000.00
Plant	INSTALL 350 FT OF AIR LINES	11/1/2005	$	4,237.20
Plant	850 FT SIZING PEND STD HDWE	11/1/2005	$	17,410.31
Plant	NON-CONTACT SIZING SHACKLES	11/1/2005	$	19,975.00
Plant	8-90 DEGREE COMPLETE TURNS AND (I) BEAM	11/1/2005	$	8,587.07
Plant	ELECTRICAL TO SIZING SYSTEM	11/1/2005	$	18,527.00
Plant	OVERHEAD SIZING SYSTEM	11/1/2005	$	66,204.00
Plant	OVERHEAD SIZING SYSTEM	11/1/2005	$	66,204.00
Plant	INSTALL CHLORINE SYSTEM SEE FAS 5467, 68 ACQ DATE 9/30/05	12/1/2005	$	9,534.76
Plant	NOTEBOOK COMPUTER-DELL INSPIRON 600	1/1/2006	$	1,476.35
Plant	PUMP- GIZZARDS, LIVERS,NECKS	1/1/2006	$	4,995.00
Plant	PUMP- GIZZARDS, LIVERS,NECKS	1/1/2006	$	4,995.00
Plant	CHLORINATOR SYSTEM- WATER WELLS	2/1/2006	$	22,204.89
Debone	ACCU-FEED MACHINE --AF-501	3/1/2006	$	58,427.03
Debone	BA DUAL HOOPER/IN-FEED SYSTEM WITH CONTROLS FOR AF-501	3/1/2006	$	26,000.00
Debone	15 HP VACUUM PUMP	3/1/2006	$	4,500.00
Debone	15 HP VACUUM PUMP	3/1/2006	$	4,500.00
Debone	INSTALL VACUUM PUMP SYSTEM- BARRER JOHNSON MACHINES	3/1/2006	$	7,380.29
Debone	ELECTRICAL FOR ACCU FEED SYSTEM	3/1/2006	$	7,900.00
Debone	ACCU-FEED MACHINE --AF-501	3/1/2006	$	58,427.03
Plant	8 IN WATER LINE FROM MAIN TO TANK	3/1/2006	$	12,560.00
Plant	AIR & WATER LINE FOR ACCU-FEED SYSTEM	3/1/2006	$	4,744.00
Plant	DAPEC MACHINE # 1 (LEASE BUY OUT)	5/1/2006	$	65,380.73
Plant	WOLF- TEC IN-LINE MARINATOR #1- (LEASE BUY OUT)	5/1/2006	$	51,912.74
Plant	STUNNER CONTROL BOX AND BATH-3360	7/1/2006	$	32,502.50
Plant	STUNNER CONTROL BOX AND BATH-3360	7/1/2006	$	32,502.50
Plant	CHICKEN KILLER SK5-B (RH)	7/1/2006	$	27,350.00
Plant	CHICKEN KILLER SK5-B (LH)	7/1/2006	$	27,350.00
Plant	DIMENSION 100- COMPUTER PERSONNEL	8/1/2006	$	1,064.81
Plant	ELECTRICAL FOR SCALES - 2ND PROCESSING	9/1/2006	$	9,921.00
Plant	FIBERGLASS SOFTNER TANK	9/1/2006	$	2,414.00
Debone	CONVEYOR CANTRELL-5 FT LONG DIVERTER SECTION	9/30/2006	$	4,290.00
Plant	TELEMETRY SYSTEM- CO2 TANK LEVEL READING	9/30/2006	$	2,975.00
Plant	PRINTER- DATAMAX PRODIGY THERMAL TRANSFER-FLOOR SCALE	10/1/2006	$	2,755.00
Plant	DATA MAX THERMAL TRANSFER PRINTER	10/1/2006	$	1,546.13
Plant	DATAMAX THERMAL TRANSFER PRINTER	10/1/2006	$	1,546.13

Plant	PALLET LABEL PRINTER- S.S. PRINTER ENCLOSURE	10/1/2006	$	1,404.33
Plant	DATAMAX THERMAL TRANSFER PRINTER	10/1/2006	$	1,546.13
Plant	SERVER- CAT 2	10/1/2006	$	13,505.57
Plant	PALM COMPUTER-SYMBOL/MOTOROLA	10/1/2006	$	1,710.00
Plant	RF ACCESS POINT-802.11B	10/1/2006	$	3,420.00
Plant	PALM COMPUTER-SYMBOL/MOTOROLA	10/1/2006	$	1,710.00
Plant	POWERBOX INTEGRATED 15 IN FLAT PANEL DISPLAY-RF-S STEEL ENCLOSUR	10/1/2006	$	3,007.70
Plant	DATAMAX THERMAL TRANSFER PRINTER	10/1/2006	$	1,546.13
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Plant	PALM COMPUTER-SYMBOL/MOTOROLA	10/1/2006	$	1,710.00
Plant	PALM COMPUTER-SYMBOL/MOTOROLA	10/1/2006	$	1,669.81
Plant	DATAMAX THERMAL TRANSFER PRINTER	10/1/2006	$	1,546.13
Plant	DATAMAX THERMAL TRANSFER PRINTER	10/1/2006	$	1,546.13
Plant	PALM COMPUTER-SYMBOL/MOTOROLA	10/1/2006	$	1,710.00
Plant	POWERBOX INTEGRATED 15 IN FLAT PANEL DISPLAY-RF-S STEEL ENCLOSUR	10/1/2006	$	3,007.70
Plant	POWERBOX INTEGRATED 15 IN FLAT PANEL DISPLAY-RF-S STEEL ENCLOSUR	10/1/2006	$	3,007.70
Plant	DATACAT STAINLESS STEEL FRAME ON CASTERS	10/1/2006	$	6,500.00
Plant	DATAMAX THERMAL TRANSFER PRINTER	10/1/2006	$	1,546.13
Plant	SCALE INDICATOR	10/1/2006	$	1,000.00
Plant	SCALE INDICATOR	10/1/2006	$	1,000.00
Plant	SERIAL CLIENT BRIDGE	10/1/2006	$	1,282.50
Plant	POWER BOX INTEGRATED 15 IN FLAT PANEL DISPLAY-RF S. STEEL ENCLOS	10/1/2006	$	3,007.70
Plant	CAT ROLLER BED SCALE	10/1/2006	$	1,721.17
Plant	CAT ROLLER BED SCALE	10/1/2006	$	1,721.17
Plant	CAT ROLLER BED SCALE	10/1/2006	$	1,721.17
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Plant	CAT ROLLER BED SCALE	10/1/2006	$	1,721.17
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Plant	SCALE INDICATOR	10/1/2006	$	1,000.00
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Plant	SCALE INDICATOR	10/1/2006	$	1,000.00

Plant	SCALE INDICATOR	10/1/2006	$	1,000.00
Plant	ELECTRICAL FOR ACCESS POINTS CAT 2	10/1/2006	$	14,881.80
Plant	SCALE INDICATOR	10/1/2006	$	1,000.00
Plant	DATACAT STAINLESS STEEL FRAME ON CASTERS	10/1/2006	$	6,500.00
Plant	CAT ROLLER BED SCALE	10/1/2006	$	1,721.17
Plant	DATACAT STAINLESS STEEL FRAME ON CASTERS	10/1/2006	$	6,500.00
Plant	DATACAT STAINLESS STEEL FRAME ON CASTERS	10/1/2006	$	6,500.00
Plant	DATACAT STAINLESS STEEL FRAME ON CASTERS	10/1/2006	$	6,500.00
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Plant	DATACAT STAINLESS STEEL FRAME ON CASTERS	10/1/2006	$	6,500.00
Plant	DATACAT STAINLESS STEEL FRAME ON CASTERS	10/1/2006	$	6,500.00
Plant	SHACKLES- 31IN NOROTATE (COLORED)	12/1/2006	$	24,515.63
Plant	USDA INSPECTION STAND	12/1/2006	$	4,757.81
Plant	USDA INSPECTION STAND	12/1/2006	$	4,757.82
Plant	BIRD UNLOADER	12/1/2006	$	7,136.72
Plant	BIRD UNLOADER	12/1/2006	$	7,136.72
Plant	VENTOR- BA1242	12/1/2006	$	52,733.44
Plant	FINAL PEELER STATION	12/1/2006	$	29,910.00
Plant	CROPPING MACHINE- BA1424	12/1/2006	$	41,064.49
Plant	OIL SAC MACHINE- MODEL 301-140	12/1/2006	$	6,217.50
Plant	OIL SAC MACHINE- MODEL 301-140	12/1/2006	$	6,217.50
Plant	FINAL INSPECTION MACHINE-- TYPE AFI	12/1/2006	$	51,119.50
Plant	FINAL INSPECTION MACHINE-- TYPE AFI	12/1/2006	$	51,119.50
Plant	SHACKLE CLIPS	12/1/2006	$	12,512.59
Plant	BIRD WASHER-MODEL BA1497	12/1/2006	$	35,681.55
Plant	OPENER,SCISSOR TYPE ECP/16U/6	12/1/2006	$	52,273.00
Plant	AUTOMATIC INTESTINE/GALL BLADDER REMOVER,PGI TYPE	12/1/2006	$	27,323.88
Plant	VISCERA LINE, 150 FT LONG- COMPLETE	12/1/2006	$	58,694.17
Plant	MEPSCO AUTOMATIC TRAY LOADER	12/1/2006	$	7,800.00
Plant	DUAL 200 GALS MIX CHILL TANK ASSEMBLY	12/1/2006	$	62,900.00
Plant	REFRIGERATION, PIPING AND INSTALLATION	12/1/2006	$	47,743.84
Plant	INJECTOR- ULTRA 488 FOOD SERVICE	12/1/2006	$	166,032.00
Plant	AUTOMATIC EVISCERATOR,TYPE NUOVA24-HD	12/1/2006	$	170,506.60
Plant	MEPSCO 510 Z-CONVERYOR W/MOTOR DRIVE	12/1/2006	$	10,500.00
Plant	PUMP & HOPPER -NECK TO CHILLERS	12/1/2006	$	12,906.66
Plant	HEAD PULLERS AND GIBLET ELEVATORS	12/1/2006	$	22,170.00
Plant	PLUMBING- HIGH SPEED EVIS LINE	12/1/2006	$	107,066.01
Plant	ELECTRICAL CIRCUITS - HIGH SPEED LINE	12/1/2006	$	102,486.65
Plant	GIBLRT DE-WATER BOXES	12/1/2006	$	1,370.25
Plant	DOUBLE BIRD RINSE CABINET	12/1/2006	$	5,075.00
Plant	DOWN GRADE LIVE CONVEYOR	12/1/2006	$	4,660.00
Plant	MARINATION HEAT EXCHANGER FOR AMMONIA W/ TRANSFER	12/1/2006	$	16,800.00
Plant	OVERHEAD COMPONETS FOR EVIS LINE	12/1/2006	$	54,776.80
Plant	LABOR TO INSTALL NUOVA EVIS LINE	12/1/2006	$	92,290.00
Plant	USDA STANDS - QTY (2)	12/1/2006	$	1,624.00
Plant	AUTO GIZZARD HARVESTOR-CGH-2000	12/1/2006	$	56,286.25
Plant	GIB PUMPNG SYSTEM	12/1/2006	$	80,022.19
Plant	HEART/LUNG SEPARATOR,HLS-9000	12/1/2006	$	21,468.23
Plant	LIVER DRUM WASHER	12/1/2006	$	9,088.50
Plant	GIZZARD CUTTER,PEC TYPE	12/1/2006	$	5,206.14
Plant	PACK SHACKLE WASHER/UNLOADER	12/1/2006	$	5,182.63
Plant	VACUUM SYSTEM, VAC-C300	12/1/2006	$	13,957.99

Plant	CONTORL PANEL ASSEMBLY,NUOVA STAND ALONE UNIT	12/1/2006	$	63,392.79
Plant	LIVER REMOVER,PLH TYPE	12/1/2006	$	52,247.63
Plant	HANGING AND TRANSITION MATERIAL	12/1/2006	$	29,447.00
Plant	INSTALLATION OF FINAL INPECTION MACHINE	2/1/2007	$	6,240.00
Plant	REFRIGERATED AIR DRYER-DOMNICK HUNTER	2/1/2007	$	10,105.24
Plant	KRACK EVAPORTOR MODEL- CCS-11010-4-2RBA-HGC	4/1/2007	$	26,268.00
Plant	PIPING STANDS-AMMONIA PIPES LOCATED ON ROOF	4/1/2007	$	26,526.76
Plant	PIPING CONDENSATE,PIPE MARKERS,VALVE TAGS FOR AMMONIA PIPIING	4/1/2007	$	14,973.09
Plant	EVACUATION PUMP-PUMP AMONNIA OUT OF SYSTEM-BY REC TANK	4/1/2007	$	11,108.29
Plant	FRESH AIR RECOVERY UNIT- STACKOFF AREA 2ND PROCESSING-CO2 RECOV	4/1/2007	$	171,512.96
Plant	FRESH AIR RECOVERY UNIT- COOLER STACKOFF AREA	4/1/2007	$	171,512.96
Plant	AMONNIA DETECTION UNITS FOR SAFETY	4/1/2007	$	1,482.92
Plant	CONCRETE PADS-COOLING TOWERS	4/1/2007	$	7,412.66
Plant	ELECTRICAL FOR REFRIGERATION EQUIPMENT	4/1/2007	$	234,247.24
Plant	VALVES GROUP- AMMONIA PIPING	4/1/2007	$	54,609.38
Plant	3000 AMP SQ SWITCHBOARD- WITH 1200,800,500,400 AMP BREAKER	4/1/2007	$	10,000.00
Plant	PIPING AND FITTINGS-MAIN HEADER FROM COMPRESSOR & CONDENSORS	4/1/2007	$	99,803.99
Plant	INSTALLATION OF CONDENSATION AND VENTILATION EQUIPMENT- LABOR	4/1/2007	$	389,452.88
Plant	GUAGE PANEL	4/1/2007	$	9,297.89
Plant	STRUCTURAL STEEL-SUPPORT AND HOLD COOLING TOWERS AND ACUAIR HANI	4/1/2007	$	255,490.18
Plant	DRIVE, COLLECTION BELT-BUY OUT OF LEASE	5/1/2007	$	1,013.00
Plant	SECONDARY KNOCK OFF SYSTEM-BUY OUT OF LEASE	5/1/2007	$	503.00
Plant	STAINLESS STEEL LOADING TABLE-BUY OUT OF LEASE	5/1/2007	$	159.00
Plant	PARTS COLLECTION 90 DEG TURN- BUY OUT OF LEASE DAPEC # 1	5/1/2007	$	1,529.00
Plant	14 BELT EXTENSION/1M EXT- BUY OUT OF LEASE DAPEC # 1	5/1/2007	$	5,579.00
Plant	PARTS COLLECTION BELT- BUY OUT OF LEASE DAPEC # 1	5/1/2007	$	3,019.00
Plant	THIGH/DRUM CUT, W.C.- BUY OUT OF LEASE DAPEC # 1	5/1/2007	$	5,606.00
Plant	F/S HALVER, W.C. -BUY OUT OF LEASE DAPEC # 1	5/1/2007	$	4,931.00
Plant	F/S SPLITTER/POPPER, W.C.- BUY OUT OF LEASE DAPEC # 1	5/1/2007	$	5,156.00
Plant	PRE/KEEL/FAT PULL, W.C.- BUY OUT OF LEASE DAPEC # 1	5/1/2007	$	18,799.00
Plant	COMPACT TAIL CUTTER,W/C - BUY OUT OF LEASE DAPEC # 1	5/1/2007	$	1,824.00
Plant	CONTROL BOX - BUY OUT OF LEASE, 14 MTRS- DAPEC #1	5/1/2007	$	3,310.00
Plant	F/S FRAME FA050115F - BUY OUT OF LEASE- DAPEC # 1	5/1/2007	$	18,619.00
Plant	F/S DRUM UNLOADER,C- BUY OUT OF LEASE DAPEC # 1	5/1/2007	$	365.00
Plant	EVAPORATOR- FRIGID COIL MODEL USB-35S-564H- 1/3 - RECIR AMMONIA	8/1/2007	$	4,350.00
Plant	BALTIMORE AIRCOIL EVAPORATIVE CONDENSER- MODEL VC2-1630L	8/1/2007	$	59,995.49
Plant	BALTIMORE AIRCOIL EVAPORATIVE CONDENSER- MODEL VC2-1630L	8/1/2007	$	59,996.50
Plant	USED HORIZONTAL HIGH PRESSURE AMMONIA RECEIVER 60 IN X 18FT LONG	8/1/2007	$	10,198.50
Plant	SURPLUS NEW FRIGID COIL MODEL SCS-483XL-D-LB-HP-E-W-GG-L	8/1/2007	$	6,518.00
Plant	EVAPORATOR- FRIGID COIL MODEL USB-35S-564H- 1/3 - RECIR AMMONIA	8/1/2007	$	4,351.75
Plant	USED THERMOSYPHON AMMONIA RECEIVER 24IN DIA X 60 IN TALL	8/1/2007	$	3,050.00
Plant	F.E.S. REMANUFACTURED SCREW COMPRESSOR WITH 600 HP MOTOR	8/1/2007	$	65,463.78
Plant	HORIZONTAL RECIRCULATOR SYSTEM MRP-108H 108IN X 14 FT 9IN	8/1/2007	$	91,400.00
Plant	PAC-PULLER -LINE # 2	9/1/2007	$	49,000.00
Plant	LIFT TRUCK MODE L B260-H-F-81	9/29/2007	$	57,991.00
Plant	HANDPUNCH BIOMETRIC TIMECLOCK- BREAKROOM	12/1/2007	$	2,745.00
Plant	HANDPUNCH BIOMETRIC TIMECLOCK- BREAKROOM	12/1/2007	$	2,745.00
Plant	AMMONIA LEAK DETECTION SYSTEM WITH THREE SENSORS IN PLANT	1/1/2008	$	14,812.00
Plant	FEATHER SEPARATOR 38IN X 12FT CHAIN	4/1/2008	$	23,627.16
Plant	INSTALLATION OF NEW BLOODLINE WELD HANGERS FOR LUNG LINE TO DROP	4/1/2008	$	3,072.00
Plant	SCREW CONVEYOR- OFFAL FEATHER AUGER	4/1/2008	$	16,303.75
Plant	SCREW CONVEYOR- OFFAL MEAT AUGERS	4/1/2008	$	16,303.75
Plant	CO2 SYSTEM WITH MIXER AND TWO ROTO METERS	4/1/2008	$	5,970.00
Plant	MEAT SEPARATOR 38 IN X 12FT CHAIN DRIVE	4/1/2008	$	23,627.17
Plant	LIVE HANG CONVEYOR BELT- 36 X 38 X 31	7/1/2008	$	17,108.22

Plant	LIVE HANG # 2 CONVEYOR 33 X 36 X 31	7/1/2008	$	16,671.60
Debone	2 STATION TRIM (PORTIONING) TABLE	12/1/2008	$	3,547.85
Debone	2 STATION TRIM (PORTIONING) TABLE	12/1/2008	$	3,547.85
Debone	2 STATION TRIM (PORTIONING) TABLE	12/1/2008	$	3,547.85
Debone	CONVEYOR TO CARRY TRIM FROM PORTIONING TABLE	12/1/2008	$	5,965.00
Plant	OXYGEN BAG DEDECTOR - Q.A.	9/1/2009	$	3,030.95
Debone	1900 4S SINGLE LANE SIZING AND BATCHING MACHINE- TENDERS	11/1/2009	$	75,380.00
Plant	PRODUCT STANDS AND TENDER TABLE TO FUNNEL TO CONVERYOR	11/1/2009	$	2,672.00
Plant	INSTALLATION OF SIZER FOR TENDERS	11/1/2009	$	2,200.00
Plant	TENDER INCLINE CONVEYOR	11/1/2009	$	6,338.27
Debone	MICROWEIGH SCALE 10 X10 HARDWIRED W/ BATTERY-QTY 15	12/1/2009	$	18,720.48
Debone	MICROWEIGH SCALE 10 X 10 HARDWIRED WITH BATTERY -QT2	2/1/2010	$	2,534.56
Debone	MICROWEIGH SCALE 10 X 10 HARDWIRED W/BATTERY- QTY 3	8/1/2010	$	3,809.66
Debone	ELECTRICAL TO TENDER SIZING UPGRADE	8/1/2010	$	13,500.00
Debone	PLUMBING TO TENDER SIZER UPGRADE	8/1/2010	$	5,690.00
Debone	OVER HEAD CONVEYOR EXTENSION -15FT LONG X 8IN WIDE	8/1/2010	$	3,175.00
Debone	TENDER CONVEYOR 9FT X 6IN LONG - 90D TURN-17FT X 7IN L	8/1/2010	$	9,450.00
Debone	EMPTY BOX CONVEYOR SYSTEM-2 90 DEGREE SECTIONS 25' OF STRAIGHT	8/1/2010	$	9,050.00
Debone	MECHANICAL INSTALLATION OF TENDER SIZER #3 AND CONVEYORS	8/1/2010	$	12,864.00
Debone	BOX CHUTES- 13 'L OF GRAVITY EMPTY BOX- QTY2	8/1/2010	$	3,000.00
Plant	INCLINE CONVEYOR- 9IN L 16IN W	8/1/2010	$	8,500.00
Plant	LABOR & MATERIALS TO INSTALL STARFLEX SCALE SYSTEM-	8/1/2010	$	36,245.89
Plant	LABOR TO INSTALL BAGGER- LEASED FROM JASPER	8/1/2010	$	2,699.33
Plant	200HP DIRECT DRIVE COMPRESSOR 460 VOLT	8/1/2010	$	39,004.31
Plant	STRAPPING MACHINE	8/1/2010	$	15,198.00
Plant	PLUMBING AND ELECTRICAL- 200 HP AIR COMPRESSOR	8/1/2010	$	12,863.15
Plant	400V BLISS MATIC BOX MACHINE	8/1/2010	$	77,920.00
Plant	ELECTRICAL POWER FOR SCALES,BAGGER, AND CONVEYORS	8/1/2010	$	24,100.00
Plant	LABOR TO INSTALL ALL FABCO CONVEYORS AND CHUTES	8/1/2010	$	22,657.00
Plant	FULL BOX CONVEYOR & CHUTE	8/1/2010	$	16,195.00
Plant	FULL BOX SYSTEM - 2 FULL BX 90D TURNS,1 FULL BX SPUR	8/1/2010	$	20,400.00
Plant	ROLLER BEDS	8/1/2010	$	3,500.00
Plant	FRONT/BAK HALF CUTTING MODULE	8/1/2010	$	23,502.61
Plant	CYCLECAT HS70 FRONT-HALF INDEXING HOPPER SCALE	8/1/2010	$	23,000.00
Plant	ELECTRICAL FOR NEW BOX MAKER AND CONVEYOR	8/1/2010	$	3,000.00
Plant	DRIP PANS FOR CUT UP LINES- 72'	8/1/2010	$	1,229.00
Plant	RECIRCULATING CONVEYOR 2-18 IN W LANES,22IN L	8/1/2010	$	14,000.00
Plant	WOG PACKOUT BINS-4	8/1/2010	$	3,915.00
Plant	INCLINE CONVEYOR- 9IN L 16IN W	8/1/2010	$	370.00
Plant	GRAVITY BOX CONVEYOR- 13 ' L	8/1/2010	$	4,830.00
Plant	DRIP LINE CHUTE- 7' L PARTIALLY ENCLOSED WITH CLEANOUT DOOR	8/1/2010	$	991.00
Plant	BOX CHUTE - 24 IN X 16 IN- WITH END STOPS	8/1/2010	$	1,095.00
Plant	LID CHUTE- 24 IN X8 IN WITH END STOPS	8/1/2010	$	878.00
Plant	OVERHEAD SYSTEM- TRACK WITH TURNS	8/1/2010	$	15,034.00
Plant	LH OPEN/SHACKLES - QTY 400-COLOR BLACK	8/1/2010	$	10,600.00
Plant	FULL BOX CONVEYOR EXTENSION- 13' L	8/1/2010	$	2,925.00
Plant	WIRELESS GUN TERMINAL MOTOROLA	9/1/2010	$	2,118.57
Plant	WIRELESS GUN TERMINAL MOTOROLA	9/1/2010	$	2,118.56
Plant	WIRELESS GUN TERMINAL MOTOROLA	9/1/2010	$	2,118.57
Plant	FORKLIFT-BRIGHT BULLET	9/1/2010	$	63,385.25
Plant	POWEREDGE ENERGY SMART- SERVER GORRIE REGAN TIMEKEEPING	10/1/2010	$	6,834.58
Plant	HAND PUNCH CLOCK 3000- BREAK ROOM	10/1/2010	$	3,480.00
Plant	HAND PUNCH CLOCK 3000- BREAK ROOM	10/1/2010	$	3,480.00
Plant	WING STRETCHER MODULE- DAPEC#2	10/1/2010	$	9,725.00
Plant	WING CUTTER AFS-SS DAPEC#2	10/1/2010	$	50,350.00

Plant	VENTOR-BA1242 LINE #2	10/1/2010	$	76,940.00
Plant	LENGTHWISE HALVING MACHINE WITH POPPER--- DAPEC#2	10/1/2010	$	30,370.00
Plant	ELECTRICAL & WIRING- MYRON COMPRESSOR	11/1/2010	$	50,321.22
Plant	VALVES-QTY 10 SUCKION AND DISCHARGE- HIGH STAGE DISCHARGE LINE	11/1/2010	$	12,700.23
Plant	MYRON COMPRESSOR- INSULATION ,JACKETED W/540 SARAN VAPOR BARRIER	11/1/2010	$	40,405.34
Plant	MYCOM SCREW COMPRESSOR- 460V ODP MOTOR	11/1/2010	$	118,735.75
Plant	WING CUTTER AFS -SS DAPEC#1	11/1/2010	$	56,865.57
Plant	WING STRETCHER MODULE - DAPEC #1	11/1/2010	$	9,680.06
Plant	CIRCUIT BREAKER- MYRON COMPRESSOR	11/1/2010	$	10,976.65
Paws	LINE 1 PAW PICKER CSP 145	1/1/2011	$	11,700.00
Paws	RECHILLER FOR PAW CHILLER	1/1/2011	$	59,284.83
Paws	INSTALLATION OF GPS PAW TRACKING SYSTEM	1/1/2011	$	20,204.68
Paws	GPS PAW TRACKING SYSTEM	1/1/2011	$	126,604.69
Paws	CIP TANK 330 GALLON AND CONTROLS	1/1/2011	$	26,195.00
Paws	PAW GRADING CONVEYOR AND HOPPER	1/1/2011	$	38,375.00
Paws	LINE 2 PAW ACCUMULATION CONVEYOR	1/1/2011	$	21,215.00
Paws	LINE 1 PAW ACCUMULATION CONVEYOR	1/1/2011	$	18,185.00
Paws	LINE 2 PAW PICKER CSP 145	1/1/2011	$	11,700.00
Paws	PAW ROCKER CHILLER	1/1/2011	$	21,250.00
Paws	PAW VACUUM TRANSPORT SYSTEM	1/1/2011	$	44,490.00
Paws	LABOR TO INSTALL CONVEYORS, TRACK, HOCK CUTTERS	1/1/2011	$	60,258.33
Paws	TRACK AND TURNS- PAW PROJECT	1/1/2011	$	24,332.00
Paws	WHOLE BIRD REHANG CONVEYOR @ HOCK CUTTER 16 FT 6IN LENGTH	1/1/2011	$	10,390.00
Paws	DUAL PAW SCALE/BAGGER WITH INCLINE	1/1/2011	$	23,565.00
Paws	EMPLOYEE STAND @ HOCK CUTTER 4FT L X 30 IN W X 30 IN H	1/1/2011	$	1,675.00
Paws	EMPLOYEE STAND @ HOCK CUTTER 6 FT X 30 IN H	1/1/2011	$	2,100.00
Paws	WHOLE BIRD REHANG CONVEYOR @HOCK CUTTER 24 FT 6IN L	1/1/2011	$	11,370.00
Paws	INSTALL A WORK PLATFORM AROUND VACUUM CYCLONE	1/1/2011	$	5,799.00
Paws	PUMP,PIPE, AND FITTINGS PKG FOR RECHILLER	1/1/2011	$	21,303.18
Paws	AMMONIA PIPING INSTALL FOR RECHILLER	1/1/2011	$	23,956.86
Paws	PAW TRENCH DRAIN AND 4IN SS IMP WALL	1/1/2011	$	22,727.00
Paws	PROCESS PIPING FOR PAW SYSTEM	1/1/2011	$	54,880.55
Paws	ELECTRICAL PAW CUTTERS,CONVEYORS,SCALES	1/1/2011	$	83,310.76
Paws	INSTALL SHIELD AROUND PAW CUTTERS,STRIP CURTAINS,SPLASH SHEILD	1/1/2011	$	6,380.00
Paws	PICKING CHAIN- QTY 1100 FT	1/1/2011	$	27,522.30
Paws	OVERHEAD EQUIPMENT AND PICKING SHACKLES- QTY 1900	1/1/2011	$	59,128.20
Paws	STRAPPING MACHINE	1/1/2011	$	15,356.87
Paws	PAW CUTTER RIGHT HAND	1/1/2011	$	13,601.25
Paws	PAW CUTTER LEFT HAND	1/1/2011	$	13,601.25
Paws	INSTALLATION OF PAW HARVEST OPERATION	1/1/2011	$	9,263.09
Paws	LABOR AND MATERIALS TO INSTALL PAW CUTTERS	1/1/2011	$	12,700.00
Paws	WIRING IN TWO USED HYDRAULIC POWER PACKS	1/1/2011	$	6,400.00
Paws	TW0 USED HYDRAULIC POWER PACKS- INSTALLATION	1/1/2011	$	20,000.00
Plant	REBUILD WELL PUMP # 1	5/1/2011	$	48,778.00
Plant	LMI METERING PUMP- OFFAL ROOM	6/1/2011	$	1,822.72
Plant	REFRIGERATED SAMPLER-OFFAL ROOM (SAMPLE WASTE WATER)	6/1/2011	$	5,150.00
Plant	12 IN MAGNETIC FLOWMETER WITH BURNOFF PANEL AND VIDEO GRAPHIC	6/1/2011	$	8,788.43
Plant	12 IN CARBONSTEEL WASTE WATER BY PASS HEADER - 3 VALVES	6/1/2011	$	12,298.54
Debone	ELECTRICAL POWER AND CONTROLS - CONE LINE #7	7/1/2011	$	3,800.00
Debone	MATERIALS FOR CHUTES AND TRANSITIONS	7/1/2011	$	1,902.00
Debone	SINGLE TOTE STAND- QTY 4	7/1/2011	$	2,878.00
Debone	CONE LINE STEMS AND CONES 4 IN SS	7/1/2011	$	2,208.00
Debone	VERTICAL CONVEYOR 6 FT LONG X 18 IN	7/1/2011	$	9,691.00
Plant	SCISSOR LIFT- MODEL 3220 SKY JACK	11/1/2011	$	5,349.72
Plant	BOILER FEED WATER PUMP	12/31/2011	$	2,413.39

Plant	BOILER FEED WATER PUMP	12/31/2011	$	2,413.39
Plant	BOILER FEED WATER PUMP	12/31/2011	$	2,413.39
Plant	USED 400HP JOHNSTON BOILER	12/31/2011	$	160,333.00
Plant	ELECTRICAL WORK TO INSTALL BOILER	12/31/2011	$	16,029.19
Plant	ELECTRICAL INSTALL POWER TO MULTIHEAD WEIGHER	2/1/2012	$	4,922.75
Plant	INSTALL MULTIHEAD WEIGHER	2/1/2012	$	11,375.00
Plant	PAN/SCREW STORAGE CABINETS	2/1/2012	$	7,570.00
Plant	ACESS PLATFORM FOR MHW	2/1/2012	$	30,500.00
Plant	MULITHEAD WEIGHER WITH ACESS PLATFORM	2/1/2012	$	232,520.00
Plant	HOPPER INCLINE METERING CONVEYOR	2/1/2012	$	29,110.00
Plant	STRAPPING MACHINE-STAINLESS STEEL- DAPEC LINE	2/1/2012	$	16,833.28
Plant	METAL DETECTION- X-RAY INSPECTION	5/1/2012	$	48,585.24
Plant	3000 AMP MAIN BOLT LOCK SWITCH TO RUN REFRIGERATION COMPRESSORS	8/1/2012	$	25,700.00
Plant	FIBER GLASS CABLE TAY- LIVE HANG RM	9/30/2012	$	10,150.00
Plant	NORTEL KSU W 1 EXP CABINET AND VM	12/1/2012	$	9,850.00
Plant	FORKLIFT	12/1/2012	$	67,886.84
Plant	WING CUTTER AND SPLITTER MODULE	12/31/2012	$	39,000.00
Plant	REBUILT WING CUTTER AND SPLITTER MODULE	12/31/2012	$	10,002.54
Plant	CVP FRESH VAC MODEL A-200 - WATER JET LINE	12/31/2012	$	42,268.52
Plant	BAGGER INFEED CONVEYOR- M TECH MACHINE	12/31/2012	$	29,502.00
Plant	BAG TAKE AWAY CONVEYOR- M TECH	12/31/2012	$	8,398.00
Plant	INSTALLATION OF WING CUTTER AND SPLITTER	12/31/2012	$	16,002.50
Plant	AUTO PURGER- IN THE REFRIGERATION DEPT.	12/31/2012	$	12,397.32
Plant	MODIFICATION OF GAINCO SIZING LINE	2/1/2013	$	13,634.00
Plant	ELECTRIAL INSTALLATION OF EL POLLO LOCO	2/1/2013	$	18,000.00
Plant	BOX CONVEYOR TO PROFLEX LINE	2/1/2013	$	5,831.39
Plant	LINCO PREMIUM PROFLEX CUT-UP FRAME	2/1/2013	$	79,919.88
Plant	INSTALLATION OF PRO FLEX LINE	2/1/2013	$	13,200.00
Plant	SUCTION AND LIQUID INSULATION - SUPPLY HEADERS 2ND PROCESSING	3/1/2013	$	30,097.00
Plant	ISOLATION PUMP OUT VALVES FOR SECOND PROCESSING	3/1/2013	$	37,883.00
Plant	MEAT LEVELING AUGER FOR OFFAL	4/1/2013	$	35,240.00
Plant	LIVE RECEIVING TANK - WATER CONTAINMNET	5/1/2013	$	43,528.51
Plant	12 IN GATE VALVE AND PIPING-FROM WASTE WATER PUMP DISCHARGE	5/1/2013	$	14,774.00
Plant	MOTORALA XPR REPEATER-PARTS ROOM	9/30/2013	$	6,869.44
	Total Plant Assets		**$**	**10,888,693.24**

RESOLUTION GRANTING EXEMPTION

FROM AD VALOREM TAXES

The City Council, City of Hattiesburg, Forrest County, Mississippi, this day considered the matter of granting exemption from ad valorem taxes, except school district taxes, to **Mar-Jac Poultry MS LLC.** The governing authority finds that the above named enterprise has submitted verification and documentation as to the authenticity and accuracy of the application in regard to the true value of the property to be exempted and the date of completion of said enterprise. The authority also finds that the property described in the application constitutes an industrial enterprise as described in Section §27-31-101, Mississippi Code of 1972, as amended.

This governing authority does hereby grant, subject to approval and certification of the Department of Revenue, ad valorem tax exemption to the above taxpayer for a period of 10 years, beginning January 1, 2015, on the property described in the application with a total true value of **$10,888,693.24**.

Therefore the resolution to grant ad valorem tax exemption to the above named enterprise is hereby approved by the City Council, City of Hattiesburg, Mississippi for a period of 10 years as authorized by Section §27-31-101 et seq., Mississippi Code of 1972, as amended, on this the _____ day of_____, 20___.

_____

Granting Authority

_____

Name & Title

(SEAL)

Attest:

FINAL

RESOLUTION GRANTING EXEMPTION

FROM AD VALOREM TAXES

The City Council, City of Hattiesburg, Forrest County, Mississippi this day considered the matter of granting exemption from ad valorem taxes, except school district taxes, to **Mar-Jac Poultry MS LLC.**

The governing authority finds that the Department of Revenue has certified that the applicant is eligible for exemption. The authority also finds that the property described in the application constitutes an industrial enterprise as described in Section §27-31-101, Mississippi Code of 1972, as amended.

This governing authority does hereby grant ad valorem tax exemption to the above taxpayer for a period of 10 years, beginning January 1, 2015, and expiring December 31, 2024, on the property described in the application with a total true value of **$10,888,693.24**.

Therefore the resolution to grant ad valorem tax exemption to the above named enterprise is hereby approved by the City Council, City of Hattiesburg Mississippi for a period of 10 years as authorized by Section §27-31-101 et seq., Mississippi Code of 1972, as amended, on this the _____ day of _____, 20__.

_____

Granting Authority

_____

Name & Title

(SEAL)

Attest:

MEMORANDUM

To: City Council, City of Hattiesburg, Mississippi

Date: July 15, 2015

From: Garrett Wright GW

RE: Mar-Jac Poultry MS LLC

We greatly appreciate the opportunity to review the Ad Valorem Tax Exemption application for Mar-Jac Poultry MS LLC. located at 1301 James Street, Hattiesburg, Forrest County, MS. Mar-Jac Poultry MS LLC is applying for a 10 year exemption from all non- educational City of Hattiesburg Ad Valorem Taxes for property that was purchased in years 2004 to 2013 while Marshall Durbin Poultry Co. owned and operated the facility. The total true value of this property is $10,888,693.24. During this time Marshall Durbin did not apply for 10 year exemptions annually on new machinery and equipment purchases.

Mar-Jac Poultry MS LLC is retroactively applying for the remaining years of the potential Ad Valorem Tax Exemptions for machinery and equipment purchases that were put into service by the previous owner. The decision to either grant or deny this exemption to Mar-Jac Poultry MS LLC is a policy decision that the City Council must make.

Mar-Jac Poultry MS LLC purchased the facility and all equipment from Marshall Durbin Poultry Co. during the 1st quarter of 2014 and assumed all liabilities and taxes thereafter.

City of Hattiesburg, MS

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

Master

File Number: 2015-2059

File ID:	2015-2059	**Type:**	Resolution	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	07/29/2015
Brief Title:	Ad valorem tax exemption- York international			**Final Action:**	08/04/2015
				Minute Book Number:	MB2015-235

Title:

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to, York International Corp, for a period not to exceed ten(10) years, commencing December 31, 2014 and ending December 31, 2024, with a true total value of $275,875.43 or the amount approved by the Mississippi Department of Revenue.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	ADP memo-York, Position of statement-York, York-Resolution, York-Application, executed York-Resolution RES#2015-103	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/04/2015	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to, York International Corp, for a period not to exceed ten(10) years, commencing December 31, 2014 and ending December 31, 2024, with a true total value of $275,875.43 or the amount approved by the Mississippi Department of Revenue.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

Abstain: 1 - Delgado

Yea:	4	Council Member Bradley Council Member Carroll Council Member Dryden Council Member Naylor
Abstain:	1	Council Member Delgado
ΓEL-No Vote:	0	

Text of Legislative File 2015-2059

Title

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to, York International Corp, for a period not to exceed ten(10) years, commencing December 31, 2014 and ending December 31, 2024, with a true total value of $275,875.43 or the amount approved by the Mississippi Department of Revenue.

Summary

Ad valorem tax exemption- York International

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

To: City Council, City of Hattiesburg, Mississippi

Date: July 15, 2015

From: Garrett Wright

RE: York International Corp. (Johnson Controls)

We greatly appreciate the opportunity to review the Ad Valorem Tax Exemption application for York International Corp., located at 77 Academy Drive, Hattiesburg, Forrest County, MS. Upon further review by the Area Development Partnership (ADP) economic development staff, the request appears to be in order and warrants a strong consideration by the City Council. As businesses maneuver through today's economy, we must work diligently to ensure that we continue to provide a pro-business operating environment for existing businesses and for those we try to recruit.

York International Corp. is applying for a 10 year Ad Valorem Tax Exemption to be exempt from all non-educational ad valorem taxes of the City of Hattiesburg for a period of 10 years for an expansion completed 12/31/2014. The total employment for the company in July 2015 is approximately 191 employees. The total value of the personal property to be exempted is $275,875.43. Again, we are in favor of this exemption and certainly appreciate your consideration.

POSITION STATEMENT OF TAX ASSESSOR

EXEMPTION OF REALTY AND/OR PERSONAL PROPERTY

TRADE NAME OF APPLICANT: YORK INTERNATIONAL CORP

LOCATION: 77 ACADEMY DR **PARCEL** P6906

TYPE OF BUSINESS: AIR CONDITIONER MANUFACTURING

FINISHED PRODUCTS ARE: COOLING SYSTEMS

STATE THE ENUMERATION THIS APPLICATION IDENTIFIES WITH: _____

HAS THIS ENTERPRISE ENJOYED AN EXEMPTION PREVIOUSLY? YES

UNDER ANY OTHER TRADE NAME? YES

ANY OTHER LOCATION? NO

UNDER ANY OTHER OWNERSHIP? YES

NUMBER OF NEW JOBS N/A **ESTIMATED ANNUAL PAYROLL** N/A

EXEMPTION TO BE ON:

LAND: (NO) **VALUE:$** _____

IMPROVEMENTS: (NO) **VALUE:$** _____

PERSONAL PROPERTY:

FURN & FIX.	**VALUE $**	
MACH & EQUIP.	**VALUE $**	275,875.00
RAW MATERIALS	**VALUE $**	
WORK IN PROCESS	**VALUE $**	

PERSONAL PROPERTY TOTAL: $ 275.875.00

EXEMPTION TOTAL VALUE: $ 275,875.00

LAND AND IMPROVEMENTS:

OWNER OF LAND: CITY OF HATTIESBURG

OWNER OF IMPROVEMENTS: CITY OF HATTIESBURG & MILLER PICKING

DATE OF IMPROVEMENTS: COMPLETED N/A **EXPANDED** 12-31-2014

ANY PRIOR EXEMPTION: YES

YEARS OF EXEMPTION APPLIED FOR: 2015 **THRU** 2024

APPLICANT'S REPRESENTATIVE: GREG THRASH

ADDRESS: 77 ACADEMY DR , HATTIESBURG, MS 39401 **PHON0E:** 601-544-8911

INVESTIGATED BY: BRUCE TEMPLETON

COMMENTS: _____

DATE: JUNE 8, 2015 **TAX ASSESSOR:** _____

MARY ANN PALMER

RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES

The City Council next took up for consideration the matter of the application of York International Corp. for exemption from ad valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES TO YORK INTERNATIONAL AS AUTHORIZED BY SECTION 27-31-101 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.

WHEREAS, York International Corporation on May 28, 2015, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, York International Corporation has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that York International Corporation is entitled to the exemption sought for a period of ten years, all subject to approval and certification by the Mississippi State Tax Commission.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by York International Corporation for a consecutive period of ten (10) years from the date of completion, all as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue .

Section 2. That York International Corporation is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the real and personal property listed on Exhibit "A" for a period of ten (10) years, commencing on the 1st day of January, 2014, and ending on the 31st day of December, 2024 with a total true value of $275,875.43

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript

of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi State Tax Commission for its approval and certification; after receipt of certification from the Mississippi State Tax Commission a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the State Tax Commission and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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 vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 4th day of August, 2015.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of August, 2015.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq.,
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE York International Corp.

PHYSICAL ADDRESS 77 Academy Drive, Hattiesburg, MS 39401

TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE

LOCATION - COUNTY Forrest CITY Hattiesburg

DATE OF COMPLETION 12-31-2014 YEARS REQUESTED 10

NEW (SECTION 27-31-101) _____ EXPANSION (SECTION 27-31-105) X

~~NEW~~ JOBS 171 retained ESTIMATED PAYROLL $2,900,000

TRUE VALUE OF PROPERTY EXEMPTED 275,875.43 (Acquisition Cost)
*Attach an itemized list of property to be exempted as Exhibit "A".

The *applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the State Tax Commission and upon approval and certification by the Commission, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant.*
This application is submitted on the 28 *day of* June, 20 15

York International Corp.
Applicant (Name of Taxpayer)

By: James G. Shyark

Title: Plant Manager

ATTEST:

FILED

MAY 28 2015

CITY CLERK
BY Pearline Martin 4:06p
DEPUTY CLERK

EXHIBIT A
YORK INTERNATIONAL CORP.
BUILDING IMPROVEMENTS AND EQUIPMENT
PURCHASED 2014 EXPANSION

Acquisition Date	Asset #	Asset Description	Book Basis
9/23/2014	57990	CTL Line Drive Replacement	17,757.81
9/23/2014	57991	Amada Vipros Turret	67,663.54
9/23/2014	57992	Turret Tool Sharpener	26,948.25
9/23/2014	57996	Door Access System Expansion	8,917.00
10/1/2014	58047	Weld Alum Treadplate	5,029.32
10/1/2014	58034	Ecomate Foam	129,098.76
10/1/2014	58037	YPAL Lift Table Extension	4,928.84
10/1/2014	58064	Assembly Install Roof Panels	10,710.66
10/1/2014	58006	Paint Pump System	4,821.25
		Total	**275,875.43**

**APPLICATION OF YORK INTERNATIONAL CORP.
FOR EXEMPTION FROM AD VALOREM TAXES
FOR A PERIOD OF TEN YEARS AS AUTHORIZED
BY SECTION 27-31-101, ET SEQ., OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED.**

**TO THE BOARD OF SUPERVISORS OF
FORREST COUNTY, MISSISSIPPI**

1. **YORK INTERNATIONAL CORP.**, files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto the Board of Supervisors of Forrest County, Mississippi, hereinafter referred to as the "Board of Supervisors" as follows:
2. Applicant, **YORK INTERNATIONAL CORP.**, is a Delaware corporation authorized to do and doing business in the State of Mississippi, with offices located in-the City of Hattiesburg, Forrest County, Mississippi.
3. Applicant is now operating as a HVAC manufacturer type of industry within the City of Hattiesburg, Forrest County, Mississippi, which manufacturing facility is a bona fide (____new _X__expanded) enterprise of public utility within the meaning of Section 27-31-101, et seq., and related Sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by the above mentioned section by specific enumeration, namely manufacturing.
4. That said expansion was completed on the 31st day of December, 2014, within the meaning of the applicable statutes of the State of Mississippi, and therefore, the exemption hereby claimed should commence on said date.
5. That said new enterprise will retain approximately 171 jobs with an estimated annual payroll of $2,900,000.
6. The said exemption of the tangible property described in Exhibit "A" should be granted for a period of ten years from December 31, 2014.
7. That the true value of all property to exempted is $275,875.43 as shown in an itemized list attached hereto as Exhibit "A" and made a part hereof.

PRAYER

WHEREFORE, Applicant prays that the Board of Supervisors enter a finding that Applicant's manufacturing facility is in fact a (_____ new _X__expanded) enterprise and that the same was completed on the 31st day of December, 2014, within the meaning of the applicable laws of Mississippi; and

That Applicant be granted an exemption from ad valorem taxation, except School District ad valorem taxation, as provided by law, for a period of ten years beginning on the 31st day of December, 2014, upon all of the tangible property described in Exhibit "A" attached hereto and made part hereof, used in, or necessary to the operation of Applicant's manufacturing facility in the City of Hattiesburg, Forrest County, Mississippi; and

That the Board of Supervisors approve this application by an order resolution spread upon its minutes declaring that such property is exempt from all ad valorem taxation, except School District ad valorem taxation, for a period of ten years and forward the original and three certified copies of this application and a certified transcript of such approval to the Mississippi State Tax Commission and upon approval of such application by the said Mississippi State Tax Commission and certification of its approval, the Board of Supervisors will enter a final order on its minutes granting the exemption herein prayed.

Respectfully submitted, this the 28 day of May, 2015,

YORK INTERNATIONAL CORP., a Delaware Corporation.

By: James G. Thrash

GREG THRASH, Plant Manager

STATE OF MISSISSIPPI
COUNTY OF Forrest

PERSONALLY appeared before me, the undersigned authority in and for said county and State, on this 28th day of May, 2015, within my jurisdiction, the within named **GREG THRASH,** who acknowledged that is Plant Manager of **YORK INTERNATIONAL CORP.,** a Delaware Corporation, that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

AMBER MITCHELL Comm. # 89833 NOTARY PUBLIC Commission Expires 06-13-2016 LAMAR COUNTY, STATE OF MISSISSIPPI

Amber Mitchell (NOTARY PUBLIC)

RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES

The City Council next took up for consideration the matter of the application of York International Corp. for exemption from ad valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES TO YORK INTERNATIONAL AS AUTHORIZED BY SECTION 27-31-101 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.

WHEREAS, York International Corporation on May 28, 2015, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, York International Corporation has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that York International Corporation is entitled to the exemption sought for a period of ten years, all subject to approval and certification by the Mississippi State Tax Commission.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by York International Corporation for a consecutive period of ten (10) years from the date of completion, all as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue .

Section 2. That York International Corporation is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the real and personal property listed on Exhibit "A" for a period of ten (10) years, commencing on the 1st day of January, 2014, and ending on the 31st day of December, 2024 with a total true value of $275,875.43

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript

of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi State Tax Commission for its approval and certification; after receipt of certification from the Mississippi State Tax Commission a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the State Tax Commission and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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 vote, to-wit:

YEAS: Bradley
Carroll
Dryden
Naylor

NAYS: Delgado

The President thereby declared the motion carried and the Resolution adopted, this the 4th day of August, 2015.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of August, 2015.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2015-2064

File ID:	2015-2064	**Type:**	Resolution	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	07/29/2015
Brief Title:	Ad Valorem Exemption for Green Bay Converting Inc			**Final Action:**	08/04/2015
				Minute Book Number:	MB2015-235-236

Title:

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Green Bay Converting, Inc, for a period not to exceed ten(10) years, commencing December 31, 2014 and ending December 31, 2024, with a true value of $3,491,573.00 or the amount approved by the Mississippi Department of Revenue.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Green Bay-App, ADP-Memo-Green Bay, Position of Statement-Green Bay, Green Bay- Resolution, executed Green Bay- Resolution RES#2015-104	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/04/2015	Adopt				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Green Bay Converting, Inc, for a period not to exceed ten(10) years, commencing December 31, 2014 and ending December 31, 2024, with a true value of $3,491,573.00 or the amount approved by the Mississippi Department of Revenue.

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 2015-2064

Title

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Green Bay Converting, Inc, for a period not to exceed ten(10) years, commencing December 31, 2014 and ending December 31, 2024, with a true value of $3,491,573.00 or the amount approved by the Mississippi Department of Revenue.

Summary

Ad valorem exemption for Green Bay Converting, Inc

Budget Information

Expenditure Type

Purchasing Item

Publication Information

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq.
MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE GREEN BAY CONVERTING, INC.

PHYSICAL ADDRESS 1400 JAMES STREET, HATTIESBURG, MS 39401

TYPE OF INDUSTRY MANUFACTURING **PRODUCT/SERVICE** TISSUE & TOWELS

LOCATION – COUNTY FORREST **CITY** HATTIESBURG

DATE OF COMPLETION 12/31/14 **YEARS REQUESTED** 10

NEW (SECTION 27-31-101) X **EXPANSION (SECTION 27-31-105)** _____

NEW JOBS 35 **ESTIMATED PAYROLL** $1,500,000

TRUE VALUE OF PROPERTY EXEMPTED $3,491,573

***Attach an itemized list of property to be exempted as Exhibit "A".**

The ***applicant request that the City Council approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the State Tax Commission and upon approval and certification by the Commission, the City Council enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant.***

This application is submitted on the 20th day of May, 2015.

GREEN BAY CONVERTING, INC.

Applicant (Name of Taxpayer)

By: Thomas B. Gilling

Title: CONTROLLER

ATTEST:

Faye E Dranko

FILED

MAY 26 2015

CITY CLERK

BY _____

DEPUTY CLERK

APPLICATION OF GREEN BAY CONVERTING, INC
FOR EXEMPTION FROM AD VALOREM TAXES
FOR A PERIOD OF TEN YEARS AS AUTHORIZED
BY SECTION 27-31-101, ET SEQ., OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED.

TO THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI

1. **GREEN BAY CONVERTING, INC.**, files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto the City Council of Hattiesburg, Mississippi, hereinafter referred to as the "City Council" as follows:
2. Applicant, **Green Bay Converting, Inc.,** is a Wisconsin corporation authorized to do and doing business in the State of Mississippi, with offices located in-the City of Hattiesburg, Forrest County, Mississippi.
3. Applicant is now operating as a towel and tissue converter type of industry within the City of Hattiesburg, Forrest County, Mississippi, which manufacturing facility is a bona fide (X new _expanded) enterprise of public utility within the meaning of Section 27-31-101, et seq., and related Sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by the above mentioned section by specific enumeration, namely manufacturing.
4. That said expansion was completed on the 31st day of December 2014 within the meaning of the applicable statutes of the State of Mississippi, and therefore, the exemption hereby claimed should commence on said date.
5. That said new enterprise will provide approximately 35 new jobs with an estimate annual payroll of $1,500,000.

6. The said exemption of the tangible property described in Exhibit "A" should be granted for a period of ten years from December 31, 2014.
7. That the true value of all property to exempted is $ 3,491,573 as shown in an itemized list attached hereto as Exhibit "A" and made a part hereof.

PRAYER

WHEREFORE, Applicant prays that the City Council enter a finding that Applicant's manufacturing facility is in fact a (X new__expanded) enterprise and that the same was completed on the 31st day of December, 2014, within the meaning of the applicable laws of Mississippi; and

That Applicant be granted an exemption from ad valorem taxation, except School District ad valorem taxation, as provided by law, for a period of ten years beginning on the 31st day of December, 2014, upon all of the tangible property described in Exhibit "A" attached hereto and made a part hereof, used in, or necessary to the operation of Applicant's manufacturing facility in the City of Hattiesburg, Forrest County, Mississippi; and

That the City Council approve this application by an order resolution spread upon its minutes declaring that such property is exempt from all ad valorem taxation, except School District ad valorem taxation, for a period of ten years and forward the original and three certified copies of this application and a certified transcript of such approval to the Mississippi State Tax commission and upon approval of such application by the said Mississippi State Tax Commission and certification of its approval, the City Council will enter a final order on its minutes granting the exemption herein prayed.

Respectfully submitted, this the 20th day of May, 2015.

GREEN BAY CONVERTING, INC.
Wisconsin Corporation

By: Thomas B. Gilling

STATE OF WISCONSIN
COUNTY OF BROWN

PERSONALLY approved before me, the undersigned authority in and for said county and state, on this ___ day of May, 2015, within my jurisdiction, the within named **THOMAS B. GILLING**, who acknowledged that he is the Controller of **GREEN BAY CONVERTING, INC.,** a Wisconsin Corporation, that for and on the behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Faye E Dranko (NOTARY PUBLIC)

EXHIBIT A

GREEN BAY CONVERTING, INC.

BUILDING IMPROVEMENTS & EQUIPMENT

PURCHASED 2014 EXPANSION

DATE	DESCRIPTION	AMOUNT
September, 2014	Elsner Winder	$ 452,727
September, 2014	Vertical Baler	8,100
September, 2014	Aero-Pallet Wrapper	32,580
September, 2014	Perini Tissue Rewinder – SRT 1	437,714
September, 2014	Perini Tissue Rewinder – SRT 2	437,714
September, 2014	Perini Tissue Rewinder – SRT 3	849,831
September, 2014	Infinity Bundler	760,819
September, 2014	Hudson Sharp Quarter Folder	139,294
September, 2014	Arpac Wrapper	13,134
September, 2014	Crown Forklift	9,274
September, 2014	2 Parent Roll Lifting Units	21,017
September, 2014	Electronic Thickness Tester	7,200
September, 2014	Air Compressor	19,514
September, 2014	Case Sealer	5,490
September, 2014	Infrastructure Wiring	228,056
September, 2014	Air Lines Materials/Installation	42,797
September, 2014	Lighting Improvements	26,312
TOTAL		**$3,491,573**

MEMORANDUM

To: City Council, City of Hattiesburg, Mississippi

Date: July 15, 2015

From: Garrett Wright GW

RE: Green Bay Converting, Inc.

We greatly appreciate the opportunity to review the Ad Valorem Tax Exemption application for Green Bay Converting, Inc. located at 1400 James Street, Hattiesburg, Forrest County, MS. Upon further review by the Area Development Partnership (ADP) economic development staff, the request appears to be in order and warrants a strong consideration by the City Council. As businesses maneuver through today's economy, we must work diligently to ensure that we continue to provide a pro-business operating environment for existing businesses and for those we try to recruit.

Green Bay Converting, Inc. is applying for a 10 year Ad Valorem Tax Exemption to be exempt from all non-educational ad valorem taxes of the City of Hattiesburg for a period of 10 years for an expansion completed 12/31/2014. The total employment for the company in May 2015 was approximately 35. The total value of the personal property to be exempted is $3,491,573. Again, we are in favor of this exemption and certainly appreciate your consideration.

POSITION STATEMENT OF TAX ASSESSOR

EXEMPTION OF REALTY AND/OR PERSONAL PROPERTY

TRADE NAME OF APPLICANT: GREEN BAY CONVERTING INC.

LOCATION: 1400 JAMES STREET **PARCEL** P6400

TYPE OF BUSINESS: PAPER PRODUCTS MANUFACTURER

FINISHED PRODUCTS ARE: HOUSEHOLD PAPER PRODUCTS

STATE THE ENUMERATION THIS APPLICATION IDENTIFIES WITH:

HAS THIS ENTERPRISE ENJOYED AN EXEMPTION PREVIOUSLY? NO

UNDER ANY OTHER TRADE NAME? NO

ANY OTHER LOCATION? NO

UNDER ANY OTHER OWNERSHIP? NO

NUMBER OF NEW JOBS 35 **ESTIMATED ANNUAL PAYROLL** $ 1,500,000.00

EXEMPTION TO BE ON:

LAND: (NO) **VALUE:$**

IMPROVEMENTS: (NO) **VALUE:$**

PERSONAL PROPERTY:

FURN & FIX.	VALUE $
MACH & EQUIP.	VALUE $ 3,491,573.00
INVENTORY	VALUE$
RAW MATERIALS	VALUE $
WORK IN PROCESS	VALUE $

PERSONAL PROPERTY TOTAL: $ 3,491,573.00

EXEMPTION TOTAL VALUE: $ 3,491,573.00

LAND AND IMPROVEMENTS:

OWNER OF LAND: MISS KC LLC

OWNER OF IMPROVEMENTS: MISS KC LLC

DATE OF IMPROVEMENTS: COMPLETED N/A **EXPANDED** 12-31-14

ANY PRIOR EXEMPTION: NO

YEARS OF EXEMPTION APPLIED FOR: 2015 **THRU** 2024

APPLICANT'S REPRESENTATIVE: THOMAS B. GILLING

ADDRESS: 1400 JAMES ST, HATTIESBURG, MS 39401 **PHONE:**

INVESTIGATED BY: BRUCE TEMPLETON

COMMENTS:

DATE: June 8, 2015 **TAX ASSESSOR:**

MARY ANN PALMER

RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES

The City Council next took up for consideration the matter of the application of Green Bay Converting, Inc. for exemption from ad valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES TO GREEN BAY CONVERTING, INC AS AUTHORIZED BY SECTION 27-31-101 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.

WHEREAS, Green Bay Converting, Inc on May 26, 2015, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Green Bay Converting, Inc has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Green Bay Converting, Inc is entitled to the exemption sought for a period of ten years, all subject to approval and certification by the Mississippi State Tax Commission.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by York International Corporation for a consecutive period of ten (10) years from the date of completion, all as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue .

Section 2. That Green Bay Converting, Inc is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the real and personal property listed on Exhibit "A" for a period of ten (10) years, commencing on the 1st day of January, 2014, and ending on the 31st day of December, 2024 with a total true value of $3,491,573.00

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the

Mississippi State Tax Commission for its approval and certification; after receipt of certification from the Mississippi State Tax Commission a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the State Tax Commission and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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 vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 4th day of August, 2015.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of August, 2015.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

RESOLUTION OF THE CITY COUNCIL OF
HATTIESBURG, MISSISSIPPI
GRANTING EXEMPTION FROM AD VALOREM TAXES

The City Council next took up for consideration the matter of the application of Green Bay Converting, Inc. for exemption from ad valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES TO GREEN BAY CONVERTING, INC AS AUTHORIZED BY SECTION 27-31-101 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED.

WHEREAS, Green Bay Converting, Inc on May 26, 2015, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, Green Bay Converting, Inc has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Green Bay Converting, Inc is entitled to the exemption sought for a period of ten years, all subject to approval and certification by the Mississippi State Tax Commission.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hattiesburg, Mississippi, as follows:

Section 1. That the application for Ad Valorem Tax Exemption by York International Corporation for a consecutive period of ten (10) years from the date of completion, all as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue .

Section 2. That Green Bay Converting, Inc is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the real and personal property listed on Exhibit "A" for a period of ten (10) years, commencing on the 1st day of January, 2014, and ending on the 31st day of December, 2024 with a total true value of $3,491,573.00

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the

Mississippi State Tax Commission for its approval and certification; after receipt of certification from the Mississippi State Tax Commission a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the State Tax Commission and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and of the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificate of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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

YEAS:	NAYS:
Bradley Delgado Carroll Dryden Naylor	None

The President thereby declared the motion carried and the Resolution adopted, this the 4th day of August, 2015.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of August, 2015.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2015-315

File ID: 2015-315 **Type:** Resolution **Status:** Passed

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

File Created: 07/27/2015

Brief Title: Project Resolution Requisition No. 32 - 2013 Bonds **Final Action:** 08/04/2015

Minute Book Number: MB2015-236

Title:

Adopt a Resolution authorizing Requisition No. 32 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Notes:

Sponsors: **Enactment Date:**

Attachments: 2013 Bond Resolution No. 32, executed 2013 Bond Resolution No. 32 RES#2015-105 **Enactment Number:**

Contact: **Meeting Date:** 08/04/2015

Drafter: Janet Beech **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/04/2015	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a Resolution authorizing Requisition No. 32 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

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

Nays: 0

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

ΓEL-No Vote: 0

Text of Legislative File 2015-315

Title

Adopt a Resolution authorizing Requisition No. 32 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

Project Resolution Requisition No. 32 - 2013 Bonds

Budget Information

105695

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. **32** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated December 19, 2014. 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. 32 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF DECEMBER 19, 2013, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

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

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **32** from the Project Fund Construction Account under the Loan in the total aggregate amount of **$ 1,184,534.96** 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. **32** from the Project Fund Construction Account under the Loan in the total aggregate amount of **One Million One Hundred Eighty-Four Thousand Five Hundred Thirty-Four and 96/100 Dollars ($ 1,184,534.96)** 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. **32** in the total aggregate amount of **One Million One Hundred Eighty-Four Thousand Five Hundred Thirty-Four and 96/100 Dollars ($ 1,184,534.96)** 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 **4th** day of **August**, 2015.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **4th** day of **August**, 2015.

_____ _____

CITY CLERK MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: **32**

DATE OF REQUISITION: **8/4/2015**

Item #	Payee Name & Address	Budget Line Item		Payment Amount	Invoice #	Purpose of Payment
1	Suncoast Infrastructure, Inc. P.O. Box 397 Florence, MS 39073-0397	105695.7220.17	$	367,090.20	Pay App No 3	18" Sewer Trunk Lines San Antonio, E Hardy, Lakeview Design Period: May 26 - June 25, 2015 MB 2011-4/89-110 SD|W #1273-S006.001
2	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$	4,670.00	1028297-01	Wastewater Treatment Phase A Influent Testing Program Period: June 1 - June 30, 2015 MB 2014-304-306 NS 12273.001
3	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$	16,366.52	1028297-02	Wastewater Treatment Phase A Geotechnical Investigation Period: June 1 - June 30, 2015 MB 2014-304-306 NS 12273.001
4	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$	32,003.87	1027839-03	Wastewater Treatment Phase A Topographic Survey Period: June 1 - June 30, 2015 MB 2014-304-306

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
					NS 12273.001
5	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$ 635,964.83	1028297-04	Wastewater Treatment Phase A Preliminary Design Period: June 1 - June 30, 2015 MB 2014-304-306 NS 12273.001
6	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$ 9,842.55	1028297-05	Wastewater Treatment Phase A SRF Facilities & Loan Application Period: June 1 - June 30, 2015 MB 2014-304-306 NS 12273.001
7	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$ 70,660.57	1028297-06	Wastewater Treatment Phase A DBO Model Program Development Period: June 1 - June 30, 2015 MB 2014-304-306 NS 12273.001
8	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$ 420.00	1027840-01	WWTP Access Road & Site Design Task 8 Environmental Review Document Period: May 1 - May 31, 2015 MB 2014-304-306 NS 12273.002
9	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$ 12,691.36	1028298-02	WWTP Access Road & Site Design Task 8 Permitting Period: May 1 - June 30, 2015 MB 2014-304-306 NS 12273.002
10	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$ 5,037.77	1028298-03	WWTP Access Road & Site Design Task 8 Survey & Acquisition Assistance Period: May 1 - June 30, 2015 MB 2014-304-306 NS 12273.002
11	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$ 2,257.29	1028298-04	WWTP Access Road & Site Design Task 8 Geotechnical Investigation Period: May 1 - June 30, 2015 MB 2014-304-306 NS 12273.002

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
12	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$ 19,780.00	1028298-05	WWTP Access Road & Site Design Task 8 Site Access Road & Bridge Design Period: May 1 - June 30, 2015 MB 2014-304-306 NS 12273.002
13	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$ 7,750.00	1028298-07	WWTP Access Road & Site Design Task 8 Site Clearing & Grading Design Period: May 1 - June 30, 2015 MB 2014-304-306 NS 12273.002
			$ 1,184,534.96		

SHOWS, DEARMAN & WAITS, INC. - CONSULTING ENGINEERS -
Project: Comprehensive Sewer Improvements - Ph VI
Contractor: Suncoast Infrastructure, Inc
Pay Estimate No.: Three (3)

Date: July 16, 2015

Pay Period: May 26, 2015 to June 25, 2015

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		On Cont. Price Est.	Allowed This Period	Allowed To Date			
						Contract Total:	$1,067,948.00
1	12" CIPP	633			LF	$30.00	$ -
2	15" CIPP	262	262	262	LF	$47.00	$ 12,314.00
3	18" CIPP	15,494	5021	13037	LF	$51.00	$ 664,887.00
4	21" CIPP	1,085	501	501	LF	$60.00	$ 30,060.00
5	Point Repair, all sizes 0-8' depth	25	92	92	LF	$400.00	$ 36,800.00
6	Point Repair, all sizes 8'-14' depth	25	63	63	LF	$700.00	$ 44,100.00
7	Road Repair	50	87	87	SY	$75.00	$ 6,525.00
8	Mobilization	100%		100%	LS	$22,000.00	$ 22,000.00
9	Coating of Structure	610	104.80	104.80	VF	$210.00	$ 22,008.00

% Complete	79%
% Time Elapsed	121%

Total Earned - Regular Work	$ 838,694.00
Less 10% Retainage	$ 83,869.40
Less Stored Materials	$ -
Total Due - Regular Work	$ 754,824.60
Less Previous Payments	$ 387,734.40
Net Amount Due This Estimate	$ 367,090.20
Less Deductions	$ -
Net Payment Due	$ 367,090.20

CERTIFIED CORRECT:
Shows, Dearman & Waits, Inc.

Project Engineer

APPROVED:

OWNER

NEEL-SCHAFFER
Solutions you can build upon

July 21, 2015
Project No: NS.12273.001
Invoice No: 1028297-01

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.001 City of Hattiesburg – General Consulting – Task #7 – WWTP Process Selection

Professional Services from June 01, 2015 to June 30, 2015

Phase 001 Influent Testing Program

Consultants

Sub Consultant	*(SOL Engineering Services, LLC)*		4,670.00	
Total Consultants		**1.0 times**	**4,670.00**	**4,670.00**

Total this Invoice **$4,670.00**

LA

NEEL-SCHAFFER
Solutions you can build upon

July 21, 2015
Project No: NS.12273.001
Invoice No: 1028297-02

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.001 City of Hattiesburg – General Consulting – Task #7 – WWTP Process Selection
Professional Services from June 01, 2015 to June 30, 2015

Phase 002 Geotechnical Investigation

Professional Personnel

	Hours	Rate	Amount	
Senior Engineer Manager				
Essary, Michael	5.00	174.00	870.00	
Student Intern				
Gratwick, Jack	8.00	34.80	278.40	
Inspector II				
Shaffer, Gary	8.00	69.60	556.80	
Engineer Intern				
Perkins, Frank Wesley	18.50	56.75	1,049.88	
Clerical				
McCarthy, Laurie	.50	52.29	26.15	
Graduate Engineer				
Cody, Kyle	1.00	65.71	65.71	
Project Manager				
Schreiner, Barton	2.00	122.24	244.48	
Lab Manager				
Reese, Laura	12.75	91.41	1,165.48	
Senior Project Engineer				
Gilbert, Paul	2.50	145.29	363.23	
Senior Project Manager				
Volk, Michael	6.50	169.13	1,099.35	
Soil Technician				
Blissard, Christopher	27.00	40.72	1,099.44	
Senior Soil Technician				
Williamson, Amy	.75	53.82	40.37	
Totals	92.50		6,859.29	
Total Labor				**6,859.29**

Reimbursable Expenses

Drilling Supplies		17.13	
Lodging		2,008.82	
Meals		69.37	
Other Expenses-Projects		119.91	
Total Reimbursables	**1.0 times**	**2,215.23**	**2,215.23**

Unit Billing

#200 Wash	100.0 tests @ 38.00	3,800.00	
Atterberg Limits-One-point Liq. Limit	6.0 tests @ 50.00	300.00	
Moisture Content	139.0 tests @ 8.00	1,112.00	
Sieve Analysis-Sand/Fine Aggregate	32.0 tests @ 65.00	2,080.00	
Total Units	**1.0 times**	**7,292.00**	**7,292.00**

Total this Invoice **$16,366.52**

LR

NEEL-SCHAFFER
Solutions you can build upon

June 30, 2015
Project No: NS.12273.001
Invoice No: 1027839-03

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.001 City of Hattiesburg – General Consulting – Task #7 – WWTP Process Selection

Professional Services from June 01, 2015 to June 30, 2015

Phase 003 Topographic Survey

Consultants

Topographic Surveyors	(SOL Engineers)		32,003.87	
Total Consultants		**1.0 times**		**32,003.87**

Total this Invoice **$32,003.87**

LA

P.O. Box 1487 / 39403-1487 • 704 Hardy Street • Hattiesburg, MS 39401-3665 • 601.545.1565 • Fax 601.545.2267
Federal Tax ID Number 64-0671634

NEEL-SCHAFFER
Solutions you can build upon

July 21, 2015
Project No: NS.12273.001
Invoice No: 1028297-04

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P O Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.001 City of Hattiesburg – General Consulting – Task #7 – WWTP Process Selection & Design

Professional Services from May 01, 2015 to June 30, 2015

Phase ***004*** ***Preliminary Design***

Fee

Total Fee	2,600,000.00			
Percent Complete	65.89	Total Earned	1,713,229.07	
		Previous Fee Billing	1,077,264.24	
		Current Fee Billing	635,964.83	
		Total Fee		**635,964.83**

Total this Invoice **$635,964.83**

LH

P.O. Box 1487 / 39403-1487 • 704 Hardy Street • Hattiesburg, MS 39401-3665 • 601.545.1565 • Fax 601.545.2267
Federal Tax ID Number 64-0671634

NEEL-SCHAFFER
Solutions you can build upon

July 22, 2015
Project No: NS.12273.001
Invoice No: 1028297-05

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.001 City of Hattiesburg – General Consulting – Task #7 – WWTP Process Selection

Professional Services from June 01, 2015 to June 30, 2015

Phase 005 SRF Facilities Plan & Loan Application

Professional Personnel

	Hours	Rate	Amount	
Engineer Intern III				
Gill, Michelle	2.50	86.77	216.93	
Assistant Engineer Manager				
Jones, Chris	16.00	157.09	2,513.44	
Engineer Manager				
Husman, Nathaniel	5.00	180.38	901.90	
Totals	23.50		3,632.27	
Total Labor				**3,632.27**

Reimbursable Expenses

Mileage			88.78	
Total Reimbursables		**1.0 times**	**88.78**	**88.78**

Consultants

Consultants/Subcontracts-Projects	*(SOL Engineering)*		5,961.50	
Total Consultants		**1.0 times**	**5,961.50**	**5,961.50**

Reimbursable Expenses

Contract Labor	*(Patsy Ainsworth Court Reporting)*		160.00	
Total Reimbursables		**1.0 times**	**160.00**	**160.00**

Total this Invoice **$9,842.55**

LR

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Federal Tax ID Number 64-0671634

NEEL-SCHAFFER
Solutions you can build upon

July 22, 2015
Project No: NS.12273.001
Invoice No: 1028297-06

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.001 City of Hattiesburg – General Consulting – Task #7 – WWTP Process Selection
Professional Services from June 01, 2015 to June 30, 2015

Phase 006 Disadvantage Business Owner (DBO) Model Program Development

Professional Personnel

	Hours	Rate	Amount	
Engineer Manager				
Husman, Nathaniel	1.50	180.38	270.57	
Totals	1.50		270.57	
Total Labor				**270.57**

Consultants

Consultants/Subcontracts-Projects	***Community Resource Services (CRS)***		70,390.00	
Total Consultants		**1.0 times**	**70,390.00**	**70,390.00**

Total this Invoice **$70,660.57**

LR

NEEL-SCHAFFER
Solutions you can build upon

July 21, 2015
Project No: NS.12273.002
Invoice No: 1028298-07

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P O Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design
Professional Services from May 01, 2015 to June 30, 2015

Phase 007 Site Clearing & Grading Design

Fee

Total Fee	95,000.00			
Percent Complete	8.16	Total Earned	7,750.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	7,750.00	
		Total Fee		**7,750.00**

Total this Invoice **$7,750.00**

LH

NEEL-SCHAFFER
Solutions you can build upon

July 21, 2015
Project No: NS.12273.002
Invoice No: 1028298-05

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P O Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design

Professional Services from May 01, 2015 to June 30, 2015

Phase 005 Site Access Road & Bridge Design

Fee

Total Fee	105,000.00			
Percent Complete	18.84	Total Earned	19,780.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	19,780.00	
		Total Fee		**19,780.00**

Total this Invoice **$19,780.00**

LR

NEEL-SCHAFFER
Solutions you can build upon

July 22, 2015
Project No: NS.12273.002
Invoice No: 1028298-04

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design
Professional Services from May 01, 2015 to June 30, 2015

Phase 004 Geotechnical Investigation

Professional Personnel

	Hours	Rate	Amount	
Engineer Intern III				
Gill, Michelle	2.00	86.77	173.54	
Clerical				
McCarthy, Laurie	.88	52.29	46.02	
Graduate Engineer				
Cody, Kyle	3.25	65.71	213.56	
Student Intern				
Ulmer, Cole	2.50	34.80	87.00	
Project Manager				
Schreiner, Barton	.50	122.24	61.12	
Lab Manager				
Reese, Laura	2.00	91.41	182.82	
Senior Project Manager				
Volk, Michael	1.25	169.13	211.41	
Senior Soil Technician				
Williamson, Amy	1.00	53.82	53.82	
Totals	13.38		1,029.29	
Total Labor				**1,029.29**

Unit Billing

#200 Wash	9.0 tests @ 38.00	342.00	
Moisture Content	14.0 tests @ 8.00	112.00	
Sieve Analysis-Sand/Fine Aggregate	2.0 tests @ 65.00	130.00	
Sampling: Disturbed Cuttings 0-25' depth	32.0 samples @ 7.00	224.00	
Soil Boring: Machine Auger 0-100' depth	35.0 feet @ 12.00	420.00	
Total Units	**1.0 times**	**1,228.00**	**1,228.00**

Total this Invoice **$2,257.29**

LR

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Federal Tax ID Number 64-0671634

NEEL-SCHAFFER
Solutions you can build upon

July 22, 2015
Project No: NS.12273.002
Invoice No: 1028298-03

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design

Professional Services from May 01, 2015 to June 30, 2015

Phase 003 Survey & Acquisition Assistance

Professional Personnel

	Hours	Rate	Amount	
Engineer Intern II				
Arrington, Thomas	15.00	69.60	1,044.00	
Sr. Engineer Manager				
Essary, Michael	2.00	174.00	348.00	
Engineer Intern III				
Gill, Michelle	2.50	86.77	216.93	
Project Manager				
Crosby, Geoffrey	8.00	106.72	853.76	
Engineering Technician				
Hubbard, Scott	11.00	66.70	733.70	
Inspector II				
Shaffer, Gary	26.00	69.60	1,809.60	
Totals	64.50		5,005.99	
Total Labor				**5,005.99**

Reimbursable Expenses

Mileage			13.80	
Supplies			17.98	
Total Reimbursables		**1.0 times**	**31.78**	**31.78**

Total this Invoice **$5,037.77**

LR

NEEL-SCHAFFER
Solutions you can build upon

July 22, 2015
Project No: NS.12273.002
Invoice No: 1028298-02

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design

Professional Services from May 01, 2015 to June 30, 2015

Phase 002 Permitting

Professional Personnel

	Hours	Rate	Amount	
Graduate Engineer				
Moffett, Andreas	86.00	65.31	5,616.66	
Sr. Engineer Manager				
Essary, Michael	3.00	174.00	522.00	
Engineer Intern III				
Gill, Michelle	49.00	86.77	4,251.73	
Project Manager				
Crosby, Geoffrey	1.00	106.72	106.72	
Assistant Engineer Manager				
Pittman, Charles	4.00	152.83	611.32	
Student Intern				
Gratwick, Jack	9.00	34.80	313.20	
Inspector II				
Shaffer, Gary	3.00	69.60	208.80	
Engineering Technician IV				
Furr, Patrick	13.00	81.61	1,060.93	
Totals	168.00		12,691.36	
Total Labor				**12,691.36**

Total this Invoice **$12,691.36**

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Federal Tax ID Number 64-0671634

NEEL-SCHAFFER
Solutions you can build upon

July 21, 2015
Project No: NS.12273.002
Invoice No: 1027840-01

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P O Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design

Professional Services from May 01, 2015 to May 31, 2015

Phase ***001*** ***Environmental Review Document***

Fee

Total Fee	55,000.00			
Percent Complete	.80	Total Earned	420.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	420.00	
		Total Fee		**420.00**

Total this Invoice **$420.00**

LA

City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of August 4, 2015

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
18" Sewer Trunk Lines	367,090.20	963,894.56
Clear Sewer ROW & Easements		26,710.00
Comprehensive Sanitary Sewer Study Task 1		6,300.00
Construction of Drying Bed at North Lagoon		18,000.00
Hwy 98 Booster Station		43,522.75
Hwy 98 Elevated Water Tank		113,226.30
Hwy 98 Fire Lines		48,652.50
Inflow and Infiltration Study		2,053,643.45
James St Water Well # 3		19,627.99
No-Discharge Wastewater Treatment System		292,127.60
NS Task 7 Wastewater Treatment Phase A	769,508.34	2,326,862.99
NS Task 8 WWTP Acces Road & Site Design	47,936.42	47,936.42
Providence Sewer Repair		62,172.00
Sewer Improvements Ph I		123,469.75
Sewer Improvements Ph II		259,327.58
Sewer Improvements Ph III		504,373.26
Sewer Improvements Ph IV		2,690.00
Sewer Improvements Ph V		62,632.50
Sewer Improvements Ph VII		143,631.41
Veteran's Blvd Water Connector		1,467,702.68
Water Improvements Ph I		115,051.65
Water Improvements Ph II		216,839.33
Water Improvements Ph III		141,355.00
Water Improvements Ph IV		58,680.00
Water Line Old 98 & Runnels Rd		239,095.15
Wesley Water Well # 2		17,277.50
WTP #2 Filter #6 Repairs		88,888.40
Grand Total	1,184,534.96	9,463,690.77

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

(1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
(2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Project Fund Construction Account.
(3) Each of the items was reasonable and necessary in connection with the "Construction Project" being financed pursuant to the Loan Agreement dated as of December 19, 2014 (the "Loan Agreement").
(4) The payment herein authorized and approved is a proper charge against the Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
(5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

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

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. **32** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated December 19, 2014. 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. 32 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF DECEMBER 19, 2013, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

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

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **32** from the Project Fund Construction Account under the Loan in the total aggregate amount of **$ 1,184,534.96** 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. **32** from the Project Fund Construction Account under the Loan in the total aggregate amount of **One Million One Hundred Eighty-Four Thousand Five Hundred Thirty-Four and 96/100 Dollars ($ 1,184,534.96)** 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. **32** in the total aggregate amount of **One Million One Hundred Eighty-Four Thousand Five Hundred Thirty-Four and 96/100 Dollars ($ 1,184,534.96)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the resolution adopted, this the **4th** day of **August**, 2015.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **4th** day of **August**, 2015.

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: **32**

DATE OF REQUISITION: **8/4/2015**

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Suncoast Infrastructure, Inc. P.O. Box 397 Florence, MS 39073-0397	105695.7220.17	$ 367,090.20	Pay App No 3	18" Sewer Trunk Lines San Antonio, E Hardy, Lakeview Design Period: May 26 - June 25, 2015 MB 2011-4/89-110 SD|W #1273-S006.001
2	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$ 4,670.00	1028297-01	Wastewater Treatment Phase A Influent Testing Program Period: June 1 - June 30, 2015 MB 2014-304-306 NS 12273.001
3	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$ 16,366.52	1028297-02	Wastewater Treatment Phase A Geotechnical Investigation Period: June 1 - June 30, 2015 MB 2014-304-306 NS 12273.001
4	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$ 32,003.87	1027839-03	Wastewater Treatment Phase A Topographic Survey Period: June 1 - June 30, 2015 MB 2014-304-306

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
					NS 12273.001
5	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$ 635,964.83	1028297-04	Wastewater Treatment Phase A Preliminary Design Period: June 1 - June 30, 2015 MB 2014-304-306 NS 12273.001
6	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$ 9,842.55	1028297-05	Wastewater Treatment Phase A SRF Facilities & Loan Application Period: June 1 - June 30, 2015 MB 2014-304-306 NS 12273.001
7	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$ 70,660.57	1028297-06	Wastewater Treatment Phase A DBO Model Program Development Period: June 1 - June 30, 2015 MB 2014-304-306 NS 12273.001
8	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$ 420.00	1027840-01	WWTP Access Road & Site Design Task 8 Environmental Review Document Period: May 1 - May 31, 2015 MB 2014-304-306 NS 12273.002
9	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$ 12,691.36	1028298-02	WWTP Access Road & Site Design Task 8 Permitting Period: May 1 - June 30, 2015 MB 2014-304-306 NS 12273.002
10	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$ 5,037.77	1028298-03	WWTP Access Road & Site Design Task 8 Survey & Acquisition Assistance Period: May 1 - June 30, 2015 MB 2014-304-306 NS 12273.002
11	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$ 2,257.29	1028298-04	WWTP Access Road & Site Design Task 8 Geotechnical Investigation Period: May 1 - June 30, 2015 MB 2014-304-306 NS 12273.002

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
12	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$ 19,780.00	1028298-05	WWTP Access Road & Site Design Task 8 Site Access Road & Bridge Design Period: May 1 - June 30, 2015 MB 2014-304-306 NS 12273.002
13	Neel-Schaffer P.O. Box 1487 Hattiesburg, ,MS 39401	105695.6015	$ 7,750.00	1028298-07	WWTP Access Road & Site Design Task 8 Site Clearing & Grading Design Period: May 1 - June 30, 2015 MB 2014-304-306 NS 12273.002
			$ 1,184,534.96		

SHOWS, DEARMAN & WAITS, INC. - CONSULTING ENGINEERS -
Project: Comprehensive Sewer Improvements - Ph VI
Contractor: Suncoast Infrastructure, Inc
Pay Estimate No.: Three (3)

Date: July 16, 2015

Pay Period: May 26, 2015 to June 25, 2015

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		On Cont. Price Est.	Allowed This Period	Allowed To Date			
						Contract Total:	$1,067,948.00
1	12" CIPP	633			LF	$30.00	$ -
2	15" CIPP	262	262	262	LF	$47.00	$ 12,314.00
3	18" CIPP	15,494	5021	13037	LF	$51.00	$ 664,887.00
4	21" CIPP	1,085	501	501	LF	$60.00	$ 30,060.00
5	Point Repair, all sizes 0-8' depth	25	92	92	LF	$400.00	$ 36,800.00
6	Point Repair, all sizes 8'-14' depth	25	63	63	LF	$700.00	$ 44,100.00
7	Road Repair	50	87	87	SY	$75.00	$ 6,525.00
8	Mobilization	100%		100%	LS	$22,000.00	$ 22,000.00
9	Coating of Structure	610	104.80	104.80	VF	$210.00	$ 22,008.00

% Complete	79%
% Time Elapsed	121%

Total Earned - Regular Work	$ 838,694.00
Less 10% Retainage	$ 83,869.40
Less Stored Materials	$ -
Total Due - Regular Work	$ 754,824.60
Less Previous Payments	$ 387,734.40
Net Amount Due This Estimate	$ 367,090.20
Less Deductions	$ -
Net Payment Due	$ 367,090.20

CERTIFIED CORRECT:
Shows, Dearman & Waits, Inc.

Project Engineer

APPROVED:

OWNER

NEEL-SCHAFFER
Solutions you can build upon

July 21, 2015
Project No: NS.12273.001
Invoice No: 1028297-01

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.001 City of Hattiesburg – General Consulting – Task #7 – WWTP Process Selection

Professional Services from June 01, 2015 to June 30, 2015

Phase 001 Influent Testing Program

Consultants

Sub Consultant	*(SOL Engineering Services, LLC)*		4,670.00	
Total Consultants		**1.0 times**	**4,670.00**	**4,670.00**

Total this Invoice **$4,670.00**

LR

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Federal Tax ID Number 64-0671634

NEEL-SCHAFFER
Solutions you can build upon

July 21, 2015
Project No: NS.12273.001
Invoice No: 1028297-02

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.001 City of Hattiesburg – General Consulting – Task #7 – WWTP Process Selection
Professional Services from June 01, 2015 to June 30, 2015

Phase 002 Geotechnical Investigation

Professional Personnel

	Hours	Rate	Amount	
Senior Engineer Manager				
Essary, Michael	5.00	174.00	870.00	
Student Intern				
Gratwick, Jack	8.00	34.80	278.40	
Inspector II				
Shaffer, Gary	8.00	69.60	556.80	
Engineer Intern				
Perkins, Frank Wesley	18.50	56.75	1,049.88	
Clerical				
McCarthy, Laurie	.50	52.29	26.15	
Graduate Engineer				
Cody, Kyle	1.00	65.71	65.71	
Project Manager				
Schreiner, Barton	2.00	122.24	244.48	
Lab Manager				
Reese, Laura	12.75	91.41	1,165.48	
Senior Project Engineer				
Gilbert, Paul	2.50	145.29	363.23	
Senior Project Manager				
Volk, Michael	6.50	169.13	1,099.35	
Soil Technician				
Blissard, Christopher	27.00	40.72	1,099.44	
Senior Soil Technician				
Williamson, Amy	.75	53.82	40.37	
Totals	92.50		6,859.29	
Total Labor				**6,859.29**

Reimbursable Expenses

Drilling Supplies		17.13	
Lodging		2,008.82	
Meals		69.37	
Other Expenses-Projects		119.91	
Total Reimbursables	**1.0 times**	**2,215.23**	**2,215.23**

Unit Billing

#200 Wash	100.0 tests @ 38.00	3,800.00	
Atterberg Limits-One-point Liq. Limit	6.0 tests @ 50.00	300.00	
Moisture Content	139.0 tests @ 8.00	1,112.00	
Sieve Analysis-Sand/Fine Aggregate	32.0 tests @ 65.00	2,080.00	
Total Units	**1.0 times**	**7,292.00**	**7,292.00**

Total this Invoice **$16,366.52**

LR

NEEL-SCHAFFER
Solutions you can build upon

June 30, 2015
Project No: NS.12273.001
Invoice No: 1027839-03

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.001 City of Hattiesburg – General Consulting – Task #7 – WWTP Process Selection

Professional Services from June 01, 2015 to June 30, 2015

Phase 003 Topographic Survey

Consultants

Topographic Surveyors	(SOL Engineers)		32,003.87	
Total Consultants		**1.0 times**		**32,003.87**

Total this Invoice **$32,003.87**

LA

P.O. Box 1487 / 39403-1487 • 704 Hardy Street • Hattiesburg, MS 39401-3665 • 601.545.1565 • Fax 601.545.2267
Federal Tax ID Number 64-0671634

NEEL-SCHAFFER
Solutions you can build upon

July 21, 2015
Project No: NS.12273.001
Invoice No: 1028297-04

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P O Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.001 City of Hattiesburg – General Consulting – Task #7 – WWTP Process Selection & Design

Professional Services from May 01, 2015 to June 30, 2015

Phase ***004*** ***Preliminary Design***

Fee

Total Fee	2,600,000.00			
Percent Complete	65.89	Total Earned	1,713,229.07	
		Previous Fee Billing	1,077,264.24	
		Current Fee Billing	635,964.83	
		Total Fee		**635,964.83**

Total this Invoice **$635,964.83**

LH

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Federal Tax ID Number 64-0671634

NEEL-SCHAFFER
Solutions you can build upon

July 22, 2015
Project No: NS.12273.001
Invoice No: 1028297-05

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.001 City of Hattiesburg – General Consulting – Task #7 – WWTP Process Selection
Professional Services from June 01, 2015 to June 30, 2015

Phase 005 SRF Facilities Plan & Loan Application

Professional Personnel

		Hours	Rate	Amount	
Engineer Intern III					
Gill, Michelle		2.50	86.77	216.93	
Assistant Engineer Manager					
Jones, Chris		16.00	157.09	2,513.44	
Engineer Manager					
Husman, Nathaniel		5.00	180.38	901.90	
Totals		23.50		3,632.27	
Total Labor					**3,632.27**

Reimbursable Expenses

Mileage			88.78	
Total Reimbursables		**1.0 times**	**88.78**	**88.78**

Consultants

Consultants/Subcontracts-Projects	*(SOL Engineering)*		5,961.50	
Total Consultants		**1.0 times**	**5,961.50**	**5,961.50**

Reimbursable Expenses

Contract Labor	*(Patsy Ainsworth Court Reporting)*		160.00	
Total Reimbursables		**1.0 times**	**160.00**	**160.00**

Total this Invoice **$9,842.55**

LR

NEEL-SCHAFFER
Solutions you can build upon

July 22, 2015
Project No: NS.12273.001
Invoice No: 1028297-06

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.001 City of Hattiesburg – General Consulting – Task #7 – WWTP Process Selection
Professional Services from June 01, 2015 to June 30, 2015

Phase 006 Disadvantage Business Owner (DBO) Model Program Development

Professional Personnel

	Hours	Rate	Amount	
Engineer Manager				
Husman, Nathaniel	1.50	180.38	270.57	
Totals	1.50		270.57	
Total Labor				**270.57**

Consultants

Consultants/Subcontracts-Projects	***Community Resource Services (CRS)***	70,390.00	
Total Consultants	**1.0 times**	**70,390.00**	**70,390.00**

Total this Invoice **$70,660.57**

LR

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Federal Tax ID Number 64-0671634

NEEL-SCHAFFER
Solutions you can build upon

July 21, 2015
Project No: NS.12273.002
Invoice No: 1028298-07

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P O Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design
Professional Services from May 01, 2015 to June 30, 2015

Phase 007 Site Clearing & Grading Design

Fee

Total Fee	95,000.00			
Percent Complete	8.16	Total Earned	7,750.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	7,750.00	
		Total Fee		**7,750.00**

Total this invoice **$7,750.00**

LH

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Federal Tax ID Number 64-0671634

NEEL-SCHAFFER
Solutions you can build upon

July 21, 2015
Project No: NS.12273.002
Invoice No: 1028298-05

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P O Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design

Professional Services from May 01, 2015 to June 30, 2015

Phase 005 Site Access Road & Bridge Design

Fee

Total Fee	105,000.00			
Percent Complete	18.84	Total Earned	19,780.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	19,780.00	
		Total Fee		**19,780.00**

Total this Invoice **$19,780.00**

LR

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Federal Tax ID Number 64-0671634

NEEL-SCHAFFER
Solutions you can build upon

July 22, 2015
Project No: NS.12273.002
Invoice No: 1028298-04

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design
Professional Services from May 01, 2015 to June 30, 2015

Phase 004 Geotechnical Investigation

Professional Personnel

	Hours	Rate	Amount	
Engineer Intern III				
Gill, Michelle	2.00	86.77	173.54	
Clerical				
McCarthy, Laurie	.88	52.29	46.02	
Graduate Engineer				
Cody, Kyle	3.25	65.71	213.56	
Student Intern				
Ulmer, Cole	2.50	34.80	87.00	
Project Manager				
Schreiner, Barton	.50	122.24	61.12	
Lab Manager				
Reese, Laura	2.00	91.41	182.82	
Senior Project Manager				
Volk, Michael	1.25	169.13	211.41	
Senior Soil Technician				
Williamson, Amy	1.00	53.82	53.82	
Totals	13.38		1,029.29	
Total Labor				**1,029.29**

Unit Billing

#200 Wash	9.0 tests @ 38.00	342.00	
Moisture Content	14.0 tests @ 8.00	112.00	
Sieve Analysis-Sand/Fine Aggregate	2.0 tests @ 65.00	130.00	
Sampling: Disturbed Cuttings 0-25' depth	32.0 samples @ 7.00	224.00	
Soil Boring: Machine Auger 0-100' depth	35.0 feet @ 12.00	420.00	
Total Units	**1.0 times**	**1,228.00**	**1,228.00**

Total this Invoice **$2,257.29**

LR

NEEL-SCHAFFER
Solutions you can build upon

July 22, 2015
Project No: NS.12273.002
Invoice No: 1028298-03

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design
Professional Services from May 01, 2015 to June 30, 2015

Phase 003 Survey & Acquisition Assistance

Professional Personnel

	Hours	Rate	Amount	
Engineer Intern II				
Arrington, Thomas	15.00	69.60	1,044.00	
Sr. Engineer Manager				
Essary, Michael	2.00	174.00	348.00	
Engineer Intern III				
Gill, Michelle	2.50	86.77	216.93	
Project Manager				
Crosby, Geoffrey	8.00	106.72	853.76	
Engineering Technician				
Hubbard, Scott	11.00	66.70	733.70	
Inspector II				
Shaffer, Gary	26.00	69.60	1,809.60	
Totals	64.50		5,005.99	
Total Labor				**5,005.99**

Reimbursable Expenses

Mileage			13.80	
Supplies			17.98	
Total Reimbursables		**1.0 times**	**31.78**	**31.78**

Total this Invoice **$5,037.77**

LR

NEEL-SCHAFFER
Solutions you can build upon

July 22, 2015
Project No: NS.12273.002
Invoice No: 1028298-02

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design

Professional Services from May 01, 2015 to June 30, 2015

Phase 002 Permitting

Professional Personnel

	Hours	Rate	Amount
Graduate Engineer			
Moffett, Andreas	86.00	65.31	5,616.66
Sr. Engineer Manager			
Essary, Michael	3.00	174.00	522.00
Engineer Intern III			
Gill, Michelle	49.00	86.77	4,251.73
Project Manager			
Crosby, Geoffrey	1.00	106.72	106.72
Assistant Engineer Manager			
Pittman, Charles	4.00	152.83	611.32
Student Intern			
Gratwick, Jack	9.00	34.80	313.20
Inspector II			
Shaffer, Gary	3.00	69.60	208.80
Engineering Technician IV			
Furr, Patrick	13.00	81.61	1,060.93
Totals	168.00		12,691.36
Total Labor			**12,691.36**

Total this Invoice **$12,691.36**

KA

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Federal Tax ID Number 64-0671634

NEEL-SCHAFFER
Solutions you can build upon

July 21, 2015
Project No: NS.12273.002
Invoice No: 1027840-01

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P O Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design

Professional Services from May 01, 2015 to May 31, 2015

Phase 001 Environmental Review Document

Fee

Total Fee	55,000.00			
Percent Complete	.80	Total Earned	420.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	420.00	
		Total Fee		**420.00**

Total this Invoice **$420.00**

LA

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Federal Tax ID Number 64-0671634

City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of August 4, 2015

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
18" Sewer Trunk Lines	367,090.20	963,894.56
Clear Sewer ROW & Easements		26,710.00
Comprehensive Sanitary Sewer Study Task 1		6,300.00
Construction of Drying Bed at North Lagoon		18,000.00
Hwy 98 Booster Station		43,522.75
Hwy 98 Elevated Water Tank		113,226.30
Hwy 98 Fire Lines		48,652.50
Inflow and Infiltration Study		2,053,643.45
James St Water Well # 3		19,627.99
No-Discharge Wastewater Treatment System		292,127.60
NS Task 7 Wastewater Treatment Phase A	769,508.34	2,326,862.99
NS Task 8 WWTP Acces Road & Site Design	47,936.42	47,936.42
Providence Sewer Repair		62,172.00
Sewer Improvements Ph I		123,469.75
Sewer Improvements Ph II		259,327.58
Sewer Improvements Ph III		504,373.26
Sewer Improvements Ph IV		2,690.00
Sewer Improvements Ph V		62,632.50
Sewer Improvements Ph VII		143,631.41
Veteran's Blvd Water Connector		1,467,702.68
Water Improvements Ph I		115,051.65
Water Improvements Ph II		216,839.33
Water Improvements Ph III		141,355.00
Water Improvements Ph IV		58,680.00
Water Line Old 98 & Runnels Rd		239,095.15
Wesley Water Well # 2		17,277.50
WTP #2 Filter #6 Repairs		88,888.40
Grand Total	1,184,534.96	9,463,690.77

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

(1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
(2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Project Fund Construction Account.
(3) Each of the items was reasonable and necessary in connection with the "Construction Project" being financed pursuant to the Loan Agreement dated as of December 19, 2014 (the "Loan Agreement").
(4) The payment herein authorized and approved is a proper charge against the Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
(5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

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

City of Hattiesburg, MS

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

Master

File Number: 2015-2060

File ID:	2015-2060	**Type:**	Regular Agenda Item	**Status:**	Approved
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	07/29/2015
Brief Title:	Domestic Wastewater Agreeement			**Final Action:**	08/04/2015
				Minute Book Number:	MB2015-236

Title:

Authorize and approve Mayor to execute an agreement in triplicate between the City of Hattiesburg and Simon Lian for Domestic Wastewater flow from a business located at 6855 Lincoln Road into Hattiesburg's wastewater collection system and treatment facility,and to provide for payment of Hattiesburg's conveyance and treatment charges.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Simon Lian-Agreement, executed Simon Lian-Agreement	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/04/2015	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Authorize and approve Mayor to execute an agreement in triplicate between the City of Hattiesburg and Simon Lian for Domestic Wastewater flow from a business located at 6855 Lincoln Road into Hattiesburg's wastewater collection system and treatment facility, and to provide for payment of Hattiesburg's conveyance and treatment charges.

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 2015-2060

Title

Authorize and approve Mayor to execute an agreement in triplicate between the City of Hattiesburg and Simon Lian for Domestic Wastewater flow from a business located at 6855 Lincoln Road into Hattiesburg's wastewater collection system and treatment facility,and to provide for payment of Hattiesburg's conveyance and treatment charges.

Summary

Domestic Wastewater agreement.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

AGREEMENT

THIS AGREEMENT, entered into on the day and date hereinafter provided by and between the CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation hereinafter referred to as "Hattiesburg" and Simon Lian, hereinafter referred to as "Business" for the purpose of setting forth the terms, conditions and covenants under and consistent with which Hattiesburg will receive Domestic Wastewater flow from Business into Hattiesburg's wastewater collection system and treatment facility, and to provide for payment of Hattiesburg's conveyance and treatment charges.

ARTICLE I

Definitions

Section 1.01. DEFINITIONS OF TERMS. Terms and expressions used in this Agreement, including the preamble hereof, shall have the meaning set forth in this Article:

(a) *"Domestic wastewater"* means liquid and water-carried waste discharge from sanitary conveniences of dwellings, business buildings, institutions and the like, as distinct from wastes in industrial waste.

(b) *"Fiscal year"* means the twelve (12) month period beginning October 1 of each year.

(c) *"Hattiesburg"* means the City of Hattiesburg, Mississippi, a municipal corporation.

(d) *"Industrial waste"* means the liquid and water born wastes from industrial processes as distinct from wastes in Domestic Wastewater.

(e) *"Month"* means calendar month.

(f) *"Operation and maintenance expense"* means the current expense paid or accrued in the operation, maintenance, and ordinary repair of the wastewater treatment facility and wastewater collection system of Hattiesburg and shall include, without limitation on the generality of the foregoing, capital expenditures, insurance premiums and administrative expenses of Hattiesburg and such other reasonable and necessary current expenses relating to the wastewater treatment facility and wastewater collection system, as shall be in accordance with sound accounting practices, but shall not include any allowance for depreciation.

(g) *"Person"* means and includes the state of Mississippi, a public agency as defined herein, or any municipal entity, town or political subdivision of governmental agency of the State of Mississippi or the United States of America, or any individual, co-partnership, association, firm, trust, State or any other entity whatsoever.

(h) *"Point of entry"* means the point at which wastewater enters Hattiesburg's wastewater collection system.

(i) *"Wastewater"* means Domestic Wastewater.

(j) *"Wastewater collection system"* means the array of wastewater pipes, manholes, and pump stations which function to transport wastewater from service sources to a wastewater treatment facility.

(k) *"Wastewater treatment facility"* means the facility of Hattiesburg for treatment and disposal of wastewater, situated in Forrest County, Mississippi, as such facility now exists and as it may be hereinafter improved and/or expanded by Hattiesburg.

ARTICLE II

Discharge of Wastewater, Title, and Metering

Section 2.01. DISCHARGE. Business shall have permission to discharge Domestic Wastewater into Hattiesburg's wastewater collection system from Business. Only one structure will be allowed to discharge into Point of Entry as described below. If additional structures desire to connect to the City of Hattiesburg a new contract will be required.

Section 2.02. POINT OF ENTRY. Business shall discharge its Domestic Wastewater through a point or points of entry designated by Hattiesburg. Hattiesburg hereby designates the following as the Point of Entry, to which Business agrees:
The existing manhole adjacent to the lift station at Lincoln Road and Warrior Road

Section 2.03. CONVEYANCE TO POINT OF ENTRY. It shall be the sole responsibility of Business, including any liability incurred in connection therewith, to convey such wastewater to the Point of Entry through Business's disposal system to Hattiesburg's wastewater collection system, said Point of Entry specifically to be the Point of Entry designated and agreed to above. Business shall have sole maintenance responsibility for the sewer pipe and facilities running and existing between Business's property, as defined in attached exhibit, and the Point of Entry, which is the existing municipally maintained wastewater collection point or facility. Hattiesburg reserves the right to inspect Business's disposal system for irregularities that could result in inadmissible discharges into Hattiesburg's system including inflow/infiltration, grease, and industrial waste. Hattiesburg shall have no maintenance responsibilities for Business's sewer pipe and facilities. Hattiesburg shall only be responsible for maintenance at the Point of Entry, as defined above.

Section 2.04. TITLE TO WASTEWATER AND RESPONSIBILITY THEREFORE. Title to wastewater discharged hereunder shall remain in Business to Point of Entry and, upon passing through Point of Entry, title thereto and all effluent therefrom shall pass to Hattiesburg. As between the parties, each party hereto agrees to save and hold the other party harmless from all claims, demands and causes of action which may be asserted by any person on account of the reception, transportation, delivery, and disposal of Domestic Wastewater while title thereto remains in or passes to such party. Provided, however, that any administrative charge or assessment against Hattiesburg resulting from the operation of Business's disposal system shall be deemed an expense of and charged to Business regardless of whether title to the Domestic Wastewater giving rise to any such charge against Hattiesburg has vested in Hattiesburg. Business shall be advised of and have the right to contest any charge or assessment made by any charging agency. Nothing herein is intended or should be construed to indemnify or hold harmless either party for such party's own negligence or illegal or intentional detrimental acts.

This covenant is not made for the benefit of any third party. Hattiesburg takes responsibility as between the parties hereto for the proper reception and ultimate treatment and disposal of such wastewater received by it from Point of Entry; provided, however, that the wastewater meets applicable Federal and State standards and restrictions.

The parties understand and agree that the sewer pipe and facilities running and existing between Business's property, as defined in attached exhibit, and the Point of Entry, as defined above, is the exclusive property of Business and neither Hattiesburg nor any third party shall have any right whatsoever to connect or tie into such pipe or facilities.

Section 2.05. METERING. At Point of Entry into Hattiesburg's wastewater collection system, the necessary equipment and device of standard type for measuring properly all of Business's Domestic Wastewater shall be installed, operated and maintained by Business. Such meter shall be an automatic meter reading (AMR) meter specified by the City to be compatible with the City's automated system and shall be the property of Business. Hattiesburg and Business shall have access to such metering equipment at all reasonable times for inspection and examination. Meters shall be calibrated annually at the end of the fiscal year, at the Business's expense with certified calibration report submitted to the City for verification. If for any reason a meter is out of service or out for repair, or if, upon any test, the percentage of accuracy of any meter is found to be ten percent (10%) or more, plus or minus, registration thereof shall be corrected for a period of time extending back to the time when such inaccuracy began, if such a time is ascertainable, and if such a time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months. The out of service or malfunctioning meter shall be repaired by the Business within four weeks of detection of malfunction.

Section 2.06. UNIT OF MEASUREMENT. The unit of measurement for wastewater delivery hereunder shall be one thousand (1,000) gallons, U.S. Standard Liquid Measure

ARTICLE III

Comprehensive Sewer Use Provisions

Section 3.01. ADMISSIBLE DISCHARGES. Business agrees that wastewater discharge from its system into Hattiesburg's wastewater collection system shall be of such quality that:

(a) Effluent thereof shall not be in violation of and shall fully comply with Chapter 21, Section 24, of Hattiesburg's Code of Ordinances, a copy of which is attached hereto and made a part hereof; and

(b) Effluent thereof meets the then current standards of the State Department of Environmental Quality and the United States Environmental Protection Agency and any other governmental body having a legal authority to set standards for such effluent; and

(c) Hattiesburg's wastewater treatment facility or wastewater collection system lines are not damaged to the extent to cause unnecessary repairs or replacement or increased operation and maintenance expenses.

(d) Stormwater inflow or infiltration in any appreciable amount is not introduced into the effluent stream.

ARTICLE V

Effective Date, Term of Agreement, and Miss. Public Service Commission Approval

Section 5.01. EFFECTIVE DATE. This agreement shall become effective as of _____ and as of that date this Agreement shall constitute the sole and only Agreement between Hattiesburg and Business as to matters contained herein.

Section 5.02. TERM OF AGREEMENT. This Agreement shall be in force and effect from _____, and shall continue in effect from year to year unless either party hereto shall give not less than six (6) months' notice in writing to the other that this Agreement shall no longer be in force and effect; however, in no instance shall this Agreement terminate earlier than the end of any fiscal year.

Section 5.03. BREACH. This Agreement may be terminated by either party for a material breach of the Agreement by the other party. The failure to perform any of the requirements as set forth in Section 2.05, Section 3.01. Section 3.03 and Section 3.04 shall constitute a material breach of this agreement. Failure to perform these listed Sections is not intended to be all inclusive or exhaustive of what constitute a material breach. Further, the failure of either party to exercise their right to declare an act a material breach shall not constitute a waiver of that right. In the event of termination under this provision, the party terminating shall give written notice by mail to the other party at their principal place of business and termination shall be effective on the date specified, but no earlier than 30 days from the date such written notice is deemed received pursuant to the provisions on mailed notice in this agreement. In case of termination, all obligations that are still executory on both sides are discharged as of the effective date of the termination. However, rights based on prior breach or prior performance, the indemnification provisions, and the records retention provisions shall survive.

Section 5.04 APPROVAL. Prior approval from Mississippi Department of Environmental Quality for transmission of waste water is required prior to signing of this contract.

Any change or amendment of this agreement will be subject to future written amendment signed by both parties.

WITNESS THE SIGNATURES of the parties on duplicate originals, on this the ___ day of _____, A.D. _____

ATTEST:

_____
City Clerk: Kermas Eaton

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
MAYOR: Johnny L. DuPree

ATTEST:

_____
Witness:

Simon Lian

By: _____
Managing Member:

Section 3.02. COMPREHENSIVE SEWER USE PROVISIONS. Business shall adopt, maintain and impose upon its users such rules and regulations as are necessary to insure compliance with Section 3.01 to the same extent as would be imposed by an appropriate Ordinance of Hattiesburg if such a user were located within the jurisdiction of Hattiesburg.

Section 3.03. INDUSTRIAL WASTE. Business shall not allow the discharge of any industrial waste into its sewer system without written consent of Hattiesburg. Before any such consent may be given, the industry shall file with Hattiesburg a statement showing the average analysis of the industrial waste it wishes to discharge. No consent for the discharge of industrial waste will be given by Hattiesburg if such waste does not pass through an inspection manhole located so as to be accessible at all times to inspectors of Hattiesburg and Business. Business shall insure that its collection system is protected from illicit third party discharging, including industrial or septic tank discharges. If inspection indicates that damage may be resulting from the discharge, Business shall be responsible to Hattiesburg for any such damages, payable immediately upon determination of the amount involved by the parties.

Section 3.04. TESTING. Business shall allow Hattiesburg access to its system at any accessible point for purposes of taking samples of Business's wastewater for analysis to insure compliance with ARTICLE III of this agreement. The results of such analysis will be made available to Business at its request.

ARTICLE IV

Payments, Structure Limitations, and Annual Adjustments

Section 4.01 INITIATION FEE. Business will pay to the City of Hattiesburg a sum of $3,000 upon execution of said agreement.

Section 4.02 CONNECTION FEES. Business shall pay to the City of Hattiesburg a connection fee in the amount of $500.00

Section 4.03 RATE. Business shall pay to Hattiesburg for conveyance and treatment of its wastewater a rate per thousand gallons equal to double the current sewer rate paid by customers within the corporate limits of the City as set by the Mayor and Council of the City of Hattiesburg. Rates will be adjusted annually in accordance with any rate changes that the City of Hattiesburg may impose on its customer base.

ATTACHMENTS:

- Legal description of Business's property
- Chapter 21, Section 24, of Hattiesburg's Code of Ordinances

EXHIBIT "A"

A Sixteenth Section Leasehold interest only in and to the following described property:

A parcel of land located in Section 16, Township 4 North, Range 14 West of Lamar County, Mississippi and being more particularly described as follows, to wit:

The East ½ of the South ½ of the South ½ of the Southeast ¼ of the Northeast ¼ (E1/2 S1/2 SE1/4 NE1/4) lying and being situated West of the paved county road running generally North and South, being five (5) acres, more or less.

CHANCERY CLERK
LAMAR COUNTY MISSISSIPPI

CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
WAYNE SMITH • CHANCERY CLERK
20 BOOK 202 PAGE 21
INDEXED – RECORDED ✓ ABSTRACTED ✓
Ann Davis D.C.

AGREEMENT

THIS AGREEMENT, entered into on the day and date hereinafter provided by and between the CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation hereinafter referred to as "Hattiesburg" and Simon Lian, hereinafter referred to as "Business" for the purpose of setting forth the terms, conditions and covenants under and consistent with which Hattiesburg will receive Domestic Wastewater flow from Business into Hattiesburg's wastewater collection system and treatment facility, and to provide for payment of Hattiesburg's conveyance and treatment charges.

ARTICLE I

Definitions

Section 1.01. DEFINITIONS OF TERMS. Terms and expressions used in this Agreement, including the preamble hereof, shall have the meaning set forth in this Article:

(a) *"Domestic wastewater"* means liquid and water-carried waste discharge from sanitary conveniences of dwellings, business buildings, institutions and the like, as distinct from wastes in industrial waste.

(b) *"Fiscal year"* means the twelve (12) month period beginning October 1 of each year.

(c) *"Hattiesburg"* means the City of Hattiesburg, Mississippi, a municipal corporation.

(d) *"Industrial waste"* means the liquid and water born wastes from industrial processes as distinct from wastes in Domestic Wastewater.

(e) *"Month"* means calendar month.

(f) *"Operation and maintenance expense"* means the current expense paid or accrued in the operation, maintenance, and ordinary repair of the wastewater treatment facility and wastewater collection system of Hattiesburg and shall include, without limitation on the generality of the foregoing, capital expenditures, insurance premiums and administrative expenses of Hattiesburg and such other reasonable and necessary current expenses relating to the wastewater treatment facility and wastewater collection system, as shall be in accordance with sound accounting practices, but shall not include any allowance for depreciation.

(g) *"Person"* means and includes the state of Mississippi, a public agency as defined herein, or any municipal entity, town or political subdivision of governmental agency of the State of Mississippi or the United States of America, or any individual, co-partnership, association, firm, trust, State or any other entity whatsoever.

(h) *"Point of entry"* means the point at which wastewater enters Hattiesburg's wastewater collection system.

(i) *"Wastewater"* means Domestic Wastewater.

(j) *"Wastewater collection system"* means the array of wastewater pipes, manholes, and pump stations which function to transport wastewater from service sources to a wastewater treatment facility.

(k) *"Wastewater treatment facility"* means the facility of Hattiesburg for treatment and disposal of wastewater, situated in Forrest County, Mississippi, as such facility now exists and as it may be hereinafter improved and/or expanded by Hattiesburg.

ARTICLE II

Discharge of Wastewater, Title, and Metering

Section 2.01. DISCHARGE. Business shall have permission to discharge Domestic Wastewater into Hattiesburg's wastewater collection system from Business. Only one structure will be allowed to discharge into Point of Entry as described below. If additional structures desire to connect to the City of Hattiesburg a new contract will be required.

Section 2.02. POINT OF ENTRY. Business shall discharge its Domestic Wastewater through a point or points of entry designated by Hattiesburg. Hattiesburg hereby designates the following as the Point of Entry, to which Business agrees:
The existing manhole adjacent to the lift station at Lincoln Road and Warrior Road

Section 2.03. CONVEYANCE TO POINT OF ENTRY. It shall be the sole responsibility of Business, including any liability incurred in connection therewith, to convey such wastewater to the Point of Entry through Business's disposal system to Hattiesburg's wastewater collection system, said Point of Entry specifically to be the Point of Entry designated and agreed to above. Business shall have sole maintenance responsibility for the sewer pipe and facilities running and existing between Business's property, as defined in attached exhibit, and the Point of Entry, which is the existing municipally maintained wastewater collection point or facility. Hattiesburg reserves the right to inspect Business's disposal system for irregularities that could result in inadmissible discharges into Hattiesburg's system including inflow/infiltration, grease, and industrial waste. Hattiesburg shall have no maintenance responsibilities for Business's sewer pipe and facilities. Hattiesburg shall only be responsible for maintenance at the Point of Entry, as defined above.

Section 2.04. TITLE TO WASTEWATER AND RESPONSIBILITY THEREFORE. Title to wastewater discharged hereunder shall remain in Business to Point of Entry and, upon passing through Point of Entry, title thereto and all effluent therefrom shall pass to Hattiesburg. As between the parties, each party hereto agrees to save and hold the other party harmless from all claims, demands and causes of action which may be asserted by any person on account of the reception, transportation, delivery, and disposal of Domestic Wastewater while title thereto remains in or passes to such party. Provided, however, that any administrative charge or assessment against Hattiesburg resulting from the operation of Business's disposal system shall be deemed an expense of and charged to Business regardless of whether title to the Domestic Wastewater giving rise to any such charge against Hattiesburg has vested in Hattiesburg. Business shall be advised of and have the right to contest any charge or assessment made by any charging agency. Nothing herein is intended or should be construed to indemnify or hold harmless either party for such party's own negligence or illegal or intentional detrimental acts.

This covenant is not made for the benefit of any third party. Hattiesburg takes responsibility as between the parties hereto for the proper reception and ultimate treatment and disposal of such wastewater received by it from Point of Entry; provided, however, that the wastewater meets applicable Federal and State standards and restrictions.

The parties understand and agree that the sewer pipe and facilities running and existing between Business's property, as defined in attached exhibit, and the Point of Entry, as defined above, is the exclusive property of Business and neither Hattiesburg nor any third party shall have any right whatsoever to connect or tie into such pipe or facilities.

Section 2.05. METERING. At Point of Entry into Hattiesburg's wastewater collection system, the necessary equipment and device of standard type for measuring properly all of Business's Domestic Wastewater shall be installed, operated and maintained by Business. Such meter shall be an automatic meter reading (AMR) meter specified by the City to be compatible with the City's automated system and shall be the property of Business. Hattiesburg and Business shall have access to such metering equipment at all reasonable times for inspection and examination. Meters shall be calibrated annually at the end of the fiscal year, at the Business's expense with certified calibration report submitted to the City for verification. If for any reason a meter is out of service or out for repair, or if, upon any test, the percentage of accuracy of any meter is found to be ten percent (10%) or more, plus or minus, registration thereof shall be corrected for a period of time extending back to the time when such inaccuracy began, if such a time is ascertainable, and if such a time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months. The out of service or malfunctioning meter shall be repaired by the Business within four weeks of detection of malfunction.

Section 2.06. UNIT OF MEASUREMENT. The unit of measurement for wastewater delivery hereunder shall be one thousand (1,000) gallons, U.S. Standard Liquid Measure

ARTICLE III

Comprehensive Sewer Use Provisions

Section 3.01. ADMISSIBLE DISCHARGES. Business agrees that wastewater discharge from its system into Hattiesburg's wastewater collection system shall be of such quality that:

(a) Effluent thereof shall not be in violation of and shall fully comply with Chapter 21, Section 24, of Hattiesburg's Code of Ordinances, a copy of which is attached hereto and made a part hereof; and

(b) Effluent thereof meets the then current standards of the State Department of Environmental Quality and the United States Environmental Protection Agency and any other governmental body having a legal authority to set standards for such effluent; and

(c) Hattiesburg's wastewater treatment facility or wastewater collection system lines are not damaged to the extent to cause unnecessary repairs or replacement or increased operation and maintenance expenses.

(d) Stormwater inflow or infiltration in any appreciable amount is not introduced into the effluent stream.

Section 3.02. COMPREHENSIVE SEWER USE PROVISIONS. Business shall adopt, maintain and impose upon its users such rules and regulations as are necessary to insure compliance with Section 3.01 to the same extent as would be imposed by an appropriate Ordinance of Hattiesburg if such a user were located within the jurisdiction of Hattiesburg.

Section 3.03. INDUSTRIAL WASTE. Business shall not allow the discharge of any industrial waste into its sewer system without written consent of Hattiesburg. Before any such consent may be given, the industry shall file with Hattiesburg a statement showing the average analysis of the industrial waste it wishes to discharge. No consent for the discharge of industrial waste will be given by Hattiesburg if such waste does not pass through an inspection manhole located so as to be accessible at all times to inspectors of Hattiesburg and Business. Business shall insure that its collection system is protected from illicit third party discharging, including industrial or septic tank discharges. If inspection indicates that damage may be resulting from the discharge, Business shall be responsible to Hattiesburg for any such damages, payable immediately upon determination of the amount involved by the parties.

Section 3.04. TESTING. Business shall allow Hattiesburg access to its system at any accessible point for purposes of taking samples of Business's wastewater for analysis to insure compliance with ARTICLE III of this agreement. The results of such analysis will be made available to Business at its request.

ARTICLE IV

Payments, Structure Limitations, and Annual Adjustments

Section 4.01 INITIATION FEE. Business will pay to the City of Hattiesburg a sum of $3,000 upon execution of said agreement.

Section 4.02 CONNECTION FEES. Business shall pay to the City of Hattiesburg a connection fee in the amount of $500.00

Section 4.03 RATE. Business shall pay to Hattiesburg for conveyance and treatment of its wastewater a rate per thousand gallons equal to double the current sewer rate paid by customers within the corporate limits of the City as set by the Mayor and Council of the City of Hattiesburg. Rates will be adjusted annually in accordance with any rate changes that the City of Hattiesburg may impose on its customer base.

ARTICLE V

Effective Date, Term of Agreement, and Miss. Public Service Commission Approval

Section 5.01. EFFECTIVE DATE. This agreement shall become effective as of _____ and as of that date this Agreement shall constitute the sole and only Agreement between Hattiesburg and Business as to matters contained herein.

Section 5.02. TERM OF AGREEMENT. This Agreement shall be in force and effect from _____, and shall continue in effect from year to year unless either party hereto shall give not less than six (6) months' notice in writing to the other that this Agreement shall no longer be in force and effect; however, in no instance shall this Agreement terminate earlier than the end of any fiscal year.

Section 5.03. BREACH. This Agreement may be terminated by either party for a material breach of the Agreement by the other party. The failure to perform any of the requirements as set forth in Section 2.05, Section 3.01. Section 3.03 and Section 3.04 shall constitute a material breach of this agreement. Failure to perform these listed Sections is not intended to be all inclusive or exhaustive of what constitute a material breach. Further, the failure of either party to exercise their right to declare an act a material breach shall not constitute a waiver of that right. In the event of termination under this provision, the party terminating shall give written notice by mail to the other party at their principal place of business and termination shall be effective on the date specified, but no earlier than 30 days from the date such written notice is deemed received pursuant to the provisions on mailed notice in this agreement. In case of termination, all obligations that are still executory on both sides are discharged as of the effective date of the termination. However, rights based on prior breach or prior performance, the indemnification provisions, and the records retention provisions shall survive.

Section 5.04 APPROVAL. Prior approval from Mississippi Department of Environmental Quality for transmission of waste water is required prior to signing of this contract.

Any change or amendment of this agreement will be subject to future written amendment signed by both parties.

WITNESS THE SIGNATURES of the parties on duplicate originals, on this the 4th day of August, A.D. 2015

ATTEST:

City Clerk: Kermas Eaton

CITY OF HATTIESBURG, MISSISSIPPI

By: _____

MAYOR: Johnny L. DuPree

ATTEST:

Witness:

Simon Lian

By: _____

Managing Member:

ATTACHMENTS:

- Legal description of Business's property
- Chapter 21, Section 24, of Hattiesburg's Code of Ordinances

EXHIBIT "A"

A Sixteenth Section Leasehold interest only in and to the following described property:

A parcel of land located in Section 16, Township 4 North, Range 14 West of Lamar County, Mississippi and being more particularly described as follows, to wit:

The East ½ of the South ½ of the South ½ of the Southeast ¼ of the Northeast ¼ (E1/2 S1/2 SE1/4 NE1/4) lying and being situated West of the paved county road running generally North and South, being five (5) acres, more or less.

CHANCERY CLERK LAMAR COUNTY MISSISSIPPI

CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
WAYNE SMITH • CHANCERY CLERK
20 BOOK 202 PAGE 21
INDEXED — RECORDED ✓ ABSTRACTED ✓
Ann Davis D.C.

City of Hattiesburg, MS

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

Master

File Number: 2015-2049

File ID: 2015-2049 **Type:** Regular Agenda Item **Status:** Approved

Version: 2 **Reference:** **In Control:** City Council

File Created: 07/28/2015

Brief Title: Approve and authorize publication of a Request for Proposals for services related to the development of Phase II of the Western Beltway Feasibility Study..

.Summary
The City of Hattiesburg (LPA), an Equal Opportunity Employer, intends to employ a cons

Final Action: 08/04/2015

Minute Book Number: MB2015-236

Title: Approve and authorize publication of a Request for Proposals for services related to the development of Phase II of the Western Beltway Feasibility Study..

.Summary
The City of Hattiesburg (LPA), an Equal Opportunity Employer, intends to employ a consulting engineering firm to provide engineering professional services utilizing a Cost plus Fixed Fee or labor hour/Unit Price contract for the feasibility of roadway improvements on the Western Beltway project. This mulit-lane facility will begin in the vicinity of Pep's Point Rd. and Hwy 49 intersection to intersections of Interstate 59 and Evelyn Gandy Parkway.

Notes:

Sponsors: **Enactment Date:**

Attachments: LEGAL NOTICE_Western Beltway_7-21-15_V2 **Enactment Number:**

Contact: **Meeting Date:** 08/04/2015

Drafter: Jacquline McClain **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	08/04/2015	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Approve and authorize publication of a Request for Proposals for services related to the development of Phase II of the Western Beltway Feasibility Study.

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 2015-2049

Title

Approve and authorize publication of a Request for Proposals for services related to the development of Phase II of the Western Beltway Feasibility Study..

.Summary

The City of Hattiesburg (LPA), an Equal Opportunity Employer, intends to employ a consulting engineering firm to provide engineering professional services utilizing a Cost plus Fixed Fee or labor hour/Unit Price contract for the feasibility of roadway improvements on the Western Beltway project. This mulit-lane facility will begin in the vicinity of Pep's Point Rd. and Hwy 49 intersection to intersections of Interstate 59 and Evelyn Gandy Parkway.

LEGAL NOTICE

The City of Hattiesburg (LPA), an Equal Opportunity Employer, intends to employ a consulting engineering firm to provide engineering professional services utilizing a Cost plus Fixed Fee or Labor hour/Unit Price contract for Phase II of the feasibility of roadway improvements on the Western Beltway project. This multi-lane facility will begin in the vicinity of Pep's Point Rd and HWY 49 intersection to intersections of interstate 59 and Evelyn Gandy Parkway. Upon selection, negotiation, and execution of contract, the LPA anticipates the duration of the project to be approximately one (1) year. The LPA anticipate executing the contract by February 2016.

Engineering professional services include providing the location and feasibility study of all prudent alternatives including public involvement, existing conditions, future conditions, alternative strategies, land use issues, environmental issues, traffic operations, economic evaluations, finance considerations, and any other documents necessary for the study in accordance with the policies and procedures of the Mississippi Department of Transportation (MDOT), the Federal Highway Administration (FHWA), and the national Environmental Policy Act (NEPA).

To be considered, the "Expression of Interest" proposal must respond to all requirements of this Legal Ad and any addenda. The recommended proposal length should not exceed twenty-five (25) pages, exclusive of appendices. The resumes (which should not exceed 2 pages per individual in length), SF-330 Part II, proof of State Licensure and certificates requirements, and other information not relevant to the requirements should be included in the appendices. The Consultant's cover letter, table of contents, summaries and introductions, team organizational chart, past performances, resource allocation description, and any other responses to the evaluation criteria should be included in the 25 pages. Pages should be numbered, single-spaced, one-sided, 8.5" by 11" with margins of at least one inch on all four sides. No more than five pages may be 11" by 17", but they may count as two sheets each against the recommended 25 page maximum. Information within the recommended 25 page limit of the proposal should be complete and sufficient in scope for the selection committee to evaluate the Consultant. Also, all text information in the recommended 25 page limit should be shown in a readable font, size 12 points or larger. Headers, charts, and other graphics may be provided in a different font type and size providing they are legible. Section dividers, tabs, or similar means are recommended but are not counted as part of the recommended 25 page limit. These recommendations will be considered when evaluating the quality of proposal.

A proposal presentation may be required of selected top applicants before the selection committee makes a final decision.

With the exception of the information to be supplied in the appendices, the "Expression of Interest" proposal should be divided into the following sections as listed below.

Consulting engineering firms (CONSULTANT) interested in providing these services may so indicate by furnishing the LPA **six (6) copies and six (6) CDs in PDF file format** of an Expression of Interest which should consist of the following unless specifically stated otherwise:

1. The Prime CONSULTANT should provide a cover letter specifying the name and complete description of the Contract, the name of the Prime CONSULTANT and any of its Subconsultant(s), the name of an individual who will be the single point of contact throughout the selection process, the name of the project manager, the location and address of the managing office, and the location and address of the office(s) that may be assigned the work. Should any Subconsultant(s) be listed as team members, identify the roles of each of the team's members. In addition, the CONSULTANT must note if this is a joint venture;

2. The CONSULTANT should provide a resume for each principal member**,** the project manager, and employee(s) of the firm anticipated to be assigned to the project**.** Also, provide a team organizational chart and list each person's experience and qualifications, including proof that the Project Manager is licensed as a Mississippi Professional Engineer and that the firm has met state licensure and certification requirements**. The team organizational chart should include each individual's name, job description (for the project), and company of employment;

3. The CONSULTANT should provide a description of similar type work completed during the past five (5) years which qualifies the consultant for this work. **Provide a detailed description of the role of the consultant and define whether the consultant was the prime or a subconsultant. Include in the description the amount of the consultant's contract for the work they provided for the project, the date the consultant's project was initiated, the consultant's scheduled completion date in accordance with the progress schedule, and when the consultant completed the work as stated in the contract. If the consultant's project was not completed on-time, identify any justifications.** The firm should provide contact information for each of the projects. This will include the name of the client and client's representative that can verify and discuss the project;

4. The CONSULTANT should provide any information to indicate that the team has the necessary resources, including available staff, to successfully complete the project by the timeframe indicated above. The CONSULTANT should indicate any other active projects that any individuals, as listed on the organizational chart (including any subconsultant(s) and DBE(s)), are currently working to complete. The CONSULTANT should identify the amount of effort that these individuals will be able to commit towards the project and indicate how they plan to balance workloads to commit the staff and resources necessary to successfully complete the project on-time; and,

5. The CONSULTANT should provide Part II of Standard Form (SF) 330, Architect-Engineer Qualifications. If a firm has branch offices, complete the form for each specific branch office seeking work. In addition, this form should be completed for any subconsultants in the same manner. This form can be obtained at the following web-address:

http://sp.gomdot.com/Consulting%20Services/Forms/Standard%20Form%20(SF)%20330,%20Part%20II.pdf.

The LPA will evaluate the Expressions of Interest based on the following factors listed in their relative order of importance:

- Consultant's (and any subconsultant's) past experience, performance, and qualifications on similar projects;
- Experience, performance, and qualifications of the team's staff;
- Consultant's infrastructure, supporting staff, and sub-consultants available to facilitate the scope of the project;
- Consultant's past performance and experience in achieving agreed project delivery schedules and mitigating project delays;
- Quality of Proposal; and
- Location/proximity of the consultant's (and any subconsultant's) office(s)

The LPA reserves the right to reject any and all Proposals, discontinue contract execution, and/or request additional information with any party at any time prior to final contract execution. The LPA reserves the right to obtain references from any source listed in the Proposal and any other source deemed appropriate for any of the requirements/criteria listed in this Legal Advertisement.

LPA reserves the right to select one (1) consultant or select a short list of consultants from whom more information will be required.

The DBE goal is 3%.

CONSULTANTS may visit MDOTs website, www.gomdot.com, to view a complete list of "Certified DBE Firms" which have been certified as such by the Mississippi Department of Transportation and other Unified Certification Partners (UCP). The DBE firm must be on the Department's list of "Certified DBE firms" as listed on MDOT's website, www.gomdot.com and approved by MDOT to count towards meeting the DBE goal.

To be considered, all replies must be received by **_10_ a.m.**, Central Time, **September 10, 2015**, in **the City Clerk's Office, located at 200 Forrest Street, Hattiesburg, Mississippi 39401.**

This Legal Notice will appear in the Clarion Ledger on **August 7, and August 14, 2015**.

As provided by Title VI of the Civil Rights Act of 1964 as amended, and the Civil Rights Restoration Act of 1987 (P.L. 100.259), the LPA assures that no person shall on the grounds of race, color, national origin, sex, religion, age, or disability be excluded from participating in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity from the LPA.

**Miss. Code Ann Sections 73-13-1 through 73-13-45 (1972) (as amended) govern the practice of engineering in Mississippi. Firms are encouraged to contact the Mississippi Board of Licensure for Professional Engineers and Surveyors at (601) 359-6160 to insure that individuals and firms are qualified to offer and provide services in the State of Mississippi. The Board's web address is www.pepls.state.ms.us.

All questions related to this solicitation shall be e-mailed to the addressee below:

La`Keylah White, Director
Department of Federal & State Programs
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1006
lwhite@hattiesburgms.com

Only written questions that have been mailed or e-mailed to the above addressee will be considered. No questions or request for additional information or clarification to any other office, consultant, or employee will be considered. All responses and addenda will be in writing and will be available at the office of the Department of Federal & State Programs no later than 7 days prior to the submittal deadline. Responses to questions and responses will only be provided upon written request.

City of Hattiesburg, MS

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

Master

File Number: 2015-2047

File ID: 2015-2047 **Type:** Regular Agenda Item **Status:** Approved

Version: 2 **Reference:** **In Control:** City Council

File Created: 07/28/2015

Brief Title: Reverse 911 **Final Action:** 08/04/2015

Minute Book Number: MB2015-237

Title:

Approve and authorize the Mayor to Upgrade and Renew the agreemeent with Airbus DS Communications Notification Solutions and Services formally known as (Cassidian Communications Reverse 911 for Notification Solutions and Services) at a cost of $11,630.00.

Notes:

Sponsors: **Enactment Date:**

Attachments: Hattiesburg Upgrade to NXT-VESTA Alert 2015, executed Hattiesburg Upgrade to NXT-VESTA Alert 2015

Enactment Number:

Contact: **Meeting Date:** 08/04/2015

Drafter: Angie Sanford **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	08/04/2015	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Approve and authorize the Mayor to Upgrade and Renew the agreement with Airbus DS Communications Notification Solutions and Services formally known as (Cassidian Communications Reverse 911 for Notification Solutions and Services) at a cost of $11,630.00.

Following 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 2015-2047

Title

Approve and authorize the Mayor to Upgrade and Renew the agreemeent with Airbus DS Communications Notification Solutions and Services formally known as (Cassidian Communications Reverse 911 for Notification Solutions and Services) at a cost of $11,630.00.

Summary

Budget Information

$11,630
001091.6365

Expenditure Type

Regular Budget Item

SOLUTION PROPOSAL/

Airbus DS Communications Notification Solutions and Services

For Comprehensive List- and Map-based Communications



Public Safety



Business Continuity



Homeland Defense

Prepared For:

6568: City of Hattiesburg Forrest County EM

This proposal is valid through 8/31/2015

The Communicator! NXT

The Communicator!® NXT™ 4.4 is the latest critical communications software solution from Airbus DS Communications. It is a web-based application that utilizes a designated number of on- or offsite phone lines, enabling the delivery of messages to virtually any communications device. The software is accessible using a web browser (via the Internet, LAN or WAN) or by phone. **The Communicator! NXT** provides rules-based staff and group notifications and allows easy integration with other technologies, such as LDRPS and PeopleSoft®, using an industry-standard API (Application Program Interface).

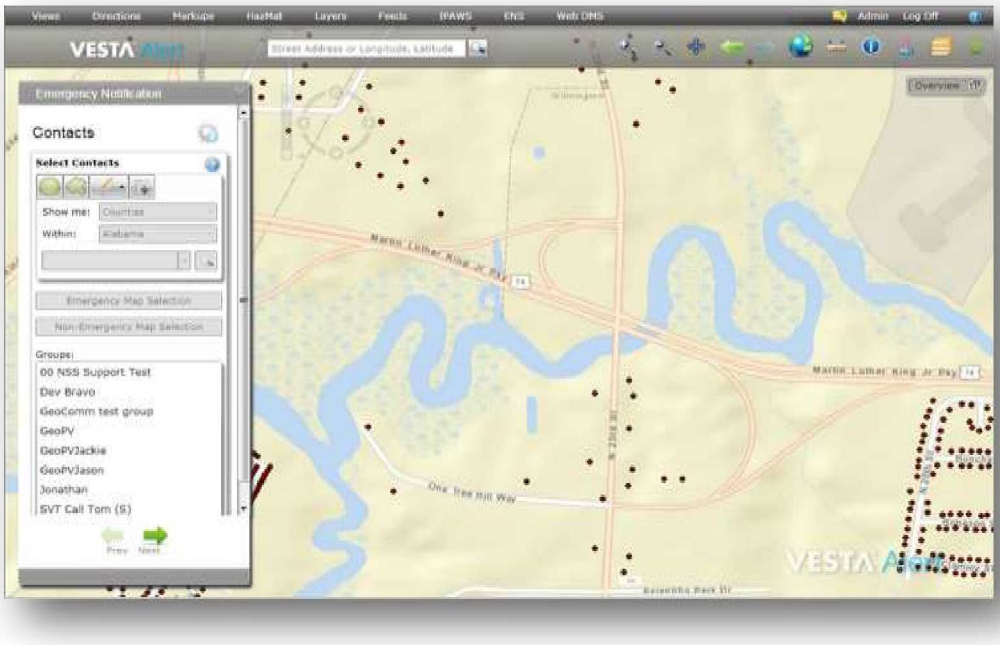


The Communicator! NXT:

- Intelligent mobilization of personnel, response teams, commanders, volunteers and others based on situational needs, individual certifications, skills and schedules
- Improved accountability of critical resources, validating the safety and well-being of people in contingencies
- Reduced risk of human error and better allocation of resources, allowing personnel to focus on response efforts versus communication
- Complete scalability inside enterprise environments, across jurisdictions or through public-private partnerships
- Greater situational awareness through exponentially improved, and oftentimes widespread, communication
- High-capacity communications, effectively managing notification of thousands or tens of thousands of people in contingencies

VESTA Alert

VESTA® Alert is a software application that integrates web mapping technology to provide advanced location-based automated notification. **VESTA Alert** supports a variety of contact data sources including 911 Emergency Service Listings (ESL), commercial white-page databases, and citizen opt-in data captured through a Self-Registration Portal. It creates a common operating picture by providing a single detailed mapping interface for incident management utilized by public safety departments, emergency management operators, and homeland security personnel. Operators view digital, street-level maps through a highly intuitive user interface easily defining the area requiring communication, selecting the preferred modalities and crafting the incident specific messages. Upon activation of the **VESTA Alert** solution, incident-related information and potentially life-saving instructions are rapidly delivered via voice, text or email to contacts within affect geographic area**. VESTA Alert** integrates with **The Communicator! NXT** to broadcast messages and collect responses. Operators access the application from a web browser, such as Microsoft Internet Explorer or Firefox.



VESTA Alert:

Web browser-based access to authenticated staff over LANs, WANs, or the Internet.
Tools for interacting with the map, such as search and address queries, measuring distances and area.
Combining localized custom GIS data sets with real-time Web or network feeds and emergency tools.
Built-in ALOHA support and embedded Emergency Response Guidebook for chemical cloud footprint and isolation protocol mapping.
Ability to manage and share markups on the map.
User authentication and security that controls data and features available to users and groups.
Web-based emergency notification system for use with local dialer and remote dialing solutions, with ENS.
IPAWS viewing and alerting capabilities.

Exhibit A
6568: City of Hattiesburg Forrest County EM

Customer: Angie Sanford **Date: 7/15/2015**

Account Exec: Hope Baker
(615) 435-4872
hope.baker@airbus-dscomm.com

Proposal: DIR43715

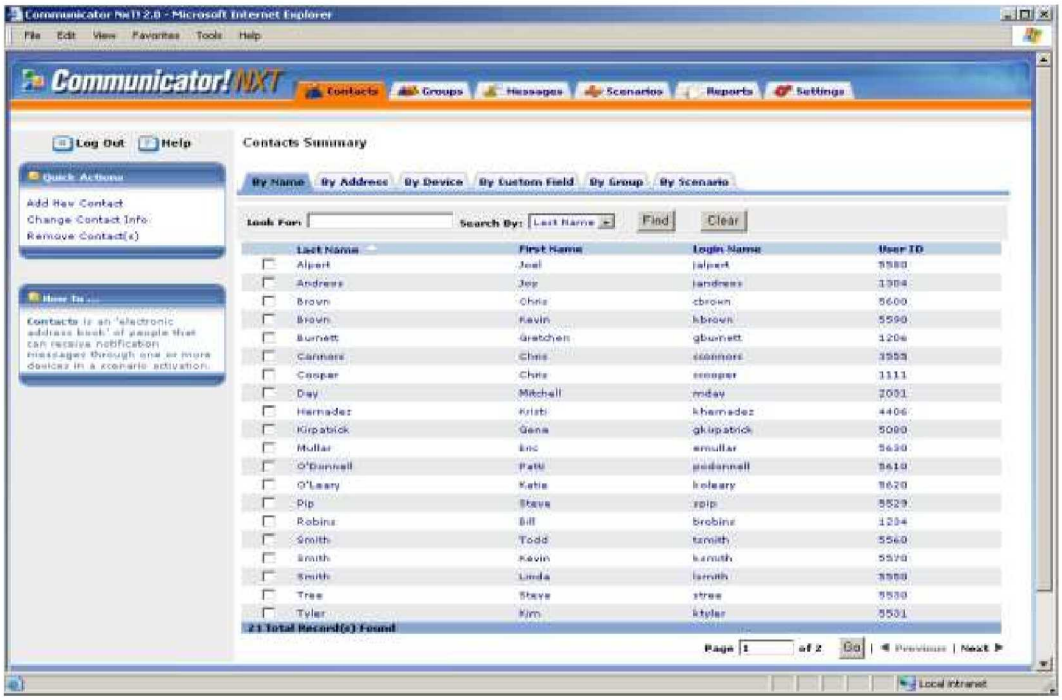
Solution Offered: Hosted Communicator! NXT & VESTA Alert

Term: Choose 3-5 Years (rate lock-in)

Includes: Communicator! NXT

Web-based application
List-based notification
Notify directly from desktop or remotely by phone
Notification Methods: mobile device, fax (optional), telephone, SMS Text, email, pager, overhead page
Up to 10 Concurrent Users
Two-way SMS Messaging
Application easily fills positions based on specific criteria such as skill, certification, and availability
Qualification Methods: phone, email, SMS
Provides individuals with situational details or instructions via phone (landline or cell), SMS Text, email and pagers
Unlimited Universal SMS/Calling Units available; please see pricing options below.
SAML- Security Assertion Markup Language authentication for single sign-on
Quick, three-step activation of notification scenarios
Easy message creation (advanced preparation, on the fly, record by phone)
True, multi-modal notification (i.e., landline, cell, two-way SMS, etc.)
Enhanced Browser Compatibility (version 4.4): Security Users can access The Communicator! NXT notification solution using their preferred web browser: Firefox®, Google Chrome™, Safari®, Microsoft® Internet Explorer® 7-12
"**Chat" with Technical Support** directly from Communicator! NXT
Improved Web Accessibility for the Disabled
External Links display
Text Device for SMS Messaging
Record By Phone: New Voice Message Creation Tool
New Auto Text for Messages
Record Messages without ActiveX Control
AES (256-bit) encryption for data integrity

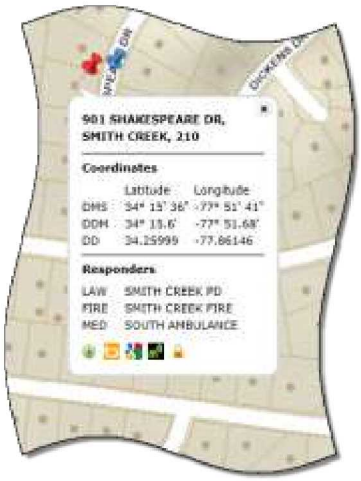
Tier III and SSAE-audited data centers
Security Assertion Markup Language (SAML) authentication for single sign-on
Modules: (Hosted customers: choose one (1) at no additional charge) NXT SRP, NXT MassCall, Survey, Community Care, Conference Bridge/Call Transfer, API, Auto Import, and Inbound Bulletin Board (see modules below for descriptions)
"Are You OK?" call flow -greater personnel accountability in emergencies
Up to 10 concurrent users (more, if needed)
Customize "Caller ID" Displayed to Call Recipient by Company
Web/telephone Check-in
Custom Reports
DataSync (back-up) a secondary redundant system provides near real-time backup of your primary system to a standby server located in our Mesa, AR hosting center. This option allows your operation to use an alternate server should your primary server be rendered unavailable or inoperative for any reason (comes standard with hosted solution; premise DataSync requires purchase of hardware)
Annual Software Maintenance, and Support Plan
24/7/365 Technical Support by telephone, NSS Support portal, email, and chat ("Chat" feature now available from NXT portal)
Training: unlimited access to our Computer-based Training modules located on our support website at support.cassidiancommunications.com
Training: each year receive one (1) seat in Airbus DS Communications University in-house training OR one (1) web-based training sessions for up to 10 people

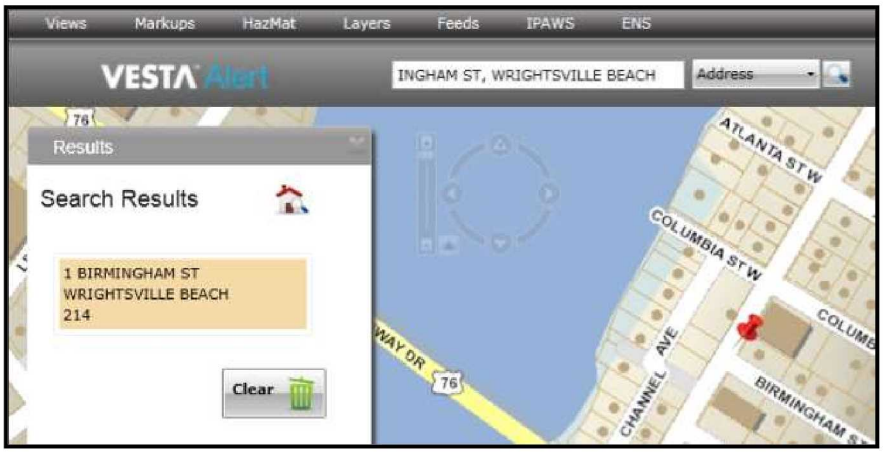


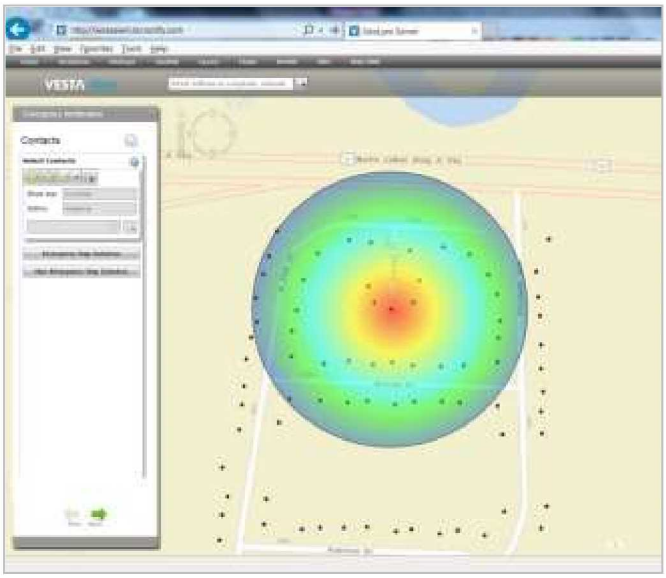
Includes: VESTA Alert

Up to 80,000 Population
Map-based notification
Web browser-based access to authenticated staff over LANs, WANs, or the Internet
IPAWS capability including sending messages to Wireless Emergency Alerts (WEA), Emergency Alert System (EAS), Non-Weather Emergency Message (NWEM), COG-to-COG.
VESTA Alert supports a variety of contact data sources including 911 Emergency Service Listings (ESL), commercial white-page databases, and citizen opt-in data captured through a Self-Registration Portal
Combining localized custom GIS data sets with real-time Web or network feeds and emergency tools.
ArcGIS Server 10.2 – VESTA Alert solution is based on ArcGIS Server and can consume customer provided ArcGIS Server map services
Unlimited Universal SMS/Calling Units available; please see pricing options below.
Default Base Maps provided by ESRI ArcGIS online (no need to purchase a new map, unless preferred)
View digital, street level maps through a highly intuitive user interface easily defining the area requiring communication, selecting the preferred modalities and crafting the incident specific messages
MassCall & Self-Registration Portal (comes standard with hosted option, at no additional charge)
Tools for interacting with the map, such as search and address queries, measuring distances and area
Built-in ALOHA support and embedded Emergency Response Guidebook for chemical cloud footprint and isolation protocol mapping
Ability to manage and share markups on the map
VESTA Alert integrates with The Communicator! NXT to broadcast messages and collect responses
Notification Methods: mobile device, telephone, SMS Text, & email
Immediately reach people based solely on their physical location
The application is also often utilized to share important, but not necessarily critical information, such as public service announcements with community-at-large
User authentication and security that controls data and features available to users and groups
Automatically detect and deliver messages to telecommunications devices (TTY/TDD)
Weather Alerts displayed on the map; can be used as the basis for a Notification
Hazmat ERG - Notification areas can be defined using a Hazmat ERG tool based on the latest Emergency Response Guide
Offered as on premise, with **The Communicator! NXT**, where all server hardware is installed at your location. If you choose this option, Airbus DS Communications can provide a local or hosted back-up service
Offered as Software-as-a-Service (SaaS) where all hardware is located in the Airbus DS Communications secure data centers

Offered as a fully dedicated SaaS solution where all server hardware is dedicated to your account and hosted in the Airbus DS Communications secure data centers
Multiple languages available
Maps: default base maps provided by **ESRI ArcGIS** online
DataSync (back-up) a secondary redundant system provides near real-time backup of your primary system to a standby server located in our Mesa, AR hosting center. This option allows your operation to use an alternate server should your primary server be rendered unavailable or inoperative for any reason (comes standard with hosted solution)
Geo-coding: annual, semi-annual, quarterly plans available from InfoCode. Additional options are available; please see "Options" below.
Training: unlimited access to our Computer-based Training modules located on our support website at support.cassidiancommunications.com
Training: each year receive one (1) seat in Airbus DS Communications University in-house training OR one (1) live, web-based training sessions for up to 10 people









Pricing/Options

Option 1: Unlimited- Hosted NXT & VESTA Alert	
Unlimited Calling/SMS Units- Annual Hosting Rate	$11,630
Includes all current services plus annual geocoding	
Option 2: Limited- Hosted NXT & VESTA Alert	
Limited: 20,000 Calling/SMS Units- Annual Hosting Rate	$10,630
Includes all current services plus annual geocoding	
Additional Minute/Unit Packages	
10,000 Universal Calling and SMS Units (.10/unit)	$1,000
25,000 Universal Calling and SMS Units (.09/unit)	$2,250
50,000 Universal Calling and SMS Units (.08/unit)	$4,000
100,000 Universal Calling and SMS Units (.07/unit)	$7,000
Training: On-site/Web/In-house	
Onsite NXT/VESTA Alert Training - 5 participants (per person)	$600
Onsite NXT/VESTA Alert Training - 10 participants (per person)	$500
Onsite NXT/VESTA Alert Travel for Trainer	$1,200
Web NXT/VESTA Alert Training	$750
In-house NXT & VESTA Alert Training @ Franklin - 1 Participant	$1,000
In-house NXT & VESTA Alert Training @ Franklin - 2+ Participants	$750
Modules	
MassCall- NXT (per year)	$2,500
MassCall VESTA Alert (per year)	$2,500
SRP VESTA Alert (hosted)	$4,000
Back-up- VESTA Alert (hosted)	$3,500
Back-up “DataSync” NXT (hosted)	$2,995
Survey Module- NXT	$3,500
Bulletin Board-NXT	$2,995
Community Care- NXT	$2,500
API SDK (XML, SOAP & .NET API)	$4,995
NXT Auto Data Import Tool	$1,000
Conference Bridge/Call Transfer	$2,500
GeoCoding	
GIS:Geocoding Services (Annual)	$3,000
GIS:Geocoding Services (Semi-Annual)	$3,500
GIS:Geocoding Services (Quarterly)	$4,500
GIS:Basic Dataset- latitudes/longitudes (no additional geo-coding)	$1,000
Data-Cell Phone $150 Processing Fee+	(per record) $.04
Customer Provided Data with Map Data Specifications	$0

*If Universal calling minutes/SMS units were included in this proposal they will renew annually, upon renewal of service, but will not roll over year-to-year. Overages apply at current and standard rates (¢.12). Additional calling minutes/SMS packages are available for purchase, and will roll over year-to-year until used.

Options

Airbus DS Communications understands that every organization has unique communications needs, and has developed a variety of add-on's to complement your existing configuration. To fulfill your notification requirements, we have included the following options in our proposal.

Additional Company
A Company enables you to completely segregate your organization's data into separate databases within your emergency notification solution. This ensures data integrity and provides security when other departments or agencies share the system, as they cannot view or modify information outside of their own Company.

API SDK (XML, SOAP and .NET API)
The Application Programming Interface (API) allows The Communicator! NXT to integrate with other technologies inside your organization (e.g., HR databases, overhead paging systems, BC/DR tools, etc.), further streamlining your critical communication processes. It also provides you the ability to configure the system in any language through the user interface (using double-byte support).

Auto Import
The Auto Import feature directs The Communicator! NXT to watch a designated directory or folder for a data file, which is automatically imported without human intervention based on a designated schedule/frequency.

Community Care
Community Care enables designated caregivers to feel confident knowing the individuals they are responsible for are being automatically checked on by telephone when unaccompanied. More importantly, if the person cannot be reached or indicates that he/she needs help, the caregiver is alerted of the situation or local authorities are notified to send someone to the residence.

Conference Bridge/Call Transfer
The Conference Bridge/Call Transfer option serves as a virtual meeting place, bringing key individuals together by telephone. This option can be set up to transfer call recipients to a conference bridge, live operator, help desk or other designated telephone line. It can also be used to transfer a call recipient into The Communicator! NXT to activate other scenarios.

DataSync Back-up
Using SQL Server backup and restore technology, DataSync Back-up provides near real-time back-up of The Communicator! NXT to a standby server located in Airbus DS Communications Hosting Center. This option creates a redundant system, allowing your operation to use an alternate server should your primary server be rendered unavailable or inoperable for any reason.

Desktop Alerting
Airbus DS Communications provides desktop alerting applications, which instantly disseminate messages to the screens of any networked PC or laptop. Depending on your needs, audible and/or visual alerts take precedence over all other open applications, ensuring the notification is received.

Inbound Bulletin Board
The Inbound Bulletin Board is used to deliver status updates or general information to incoming callers (e.g., residents, community groups, employees, etc.). It can be used to provide emergency or everyday information, saving time and resources from answering routine informational calls.

Options

GeoCast Web Back-up
Airbus DS Communications GeoCast Web Back-up provides back-up of GeoCast Web to a standby server located in the company's Hosting Center. This option creates redundancy of your maps, allowing your operation to use an alternate server should your primary server be rendered unavailable or inoperable for any reason.

Self-Registration Portal (SRP)
The SRP is a customizable, highly secure and easy-to-access web tool that allows people to sign up to receive notifications. Once implemented, the option to "click to register" appears on your website or intranet, quickly linking individuals to the SRP's URL. Here, they can complete a short web form, supplying their physical/email addresses and phone numbers. In addition, they can opt in their SMS device to receive text messages, or even select to receive emergency and/or routine messages.

Survey
The Survey module allows you to compose any number of questions for delivery via phone and/or email. It can be used to collect information pertaining to a variety of events, including pandemics, hurricanes, service outages and more. The Survey module also allows individuals to provide feedback about their well-being, enabling you to know if they are safe and okay. Responses are viewed in real-time reports, available in detail and summary formats.

Web/Telephone Check-In
Web/Telephone Check-In allows you to automatically validate the well-being of your personnel, ultimately maximizing employee accountability measures. Personnel provide their status by telephone or through a secure website, and reports provide check-in responses for follow-up action.

NXT Blast Notification (MassCall)
New Activation option that provides a simultaneous message broadcast to all selected devices (instead of using a device sequence). Activation logic is optimized for rapid message delivery. Utilizes the MassCall service (30,000 phone lines) for fast delivery of telephone messages. Available as an add-on service for all Hosted and On-Premise customers using The Communicator!® NXT™ version 4.4.2

Installation, Support & Training

Airbus DS Communications provides a variety of resources to assist you in the successful use of your emergency notification solution, to include:

Installation

Assignment of project manager to successfully lead installation and coordination of your solution deployment

Guidance and project coordination/planning to ensure The Communicator! NXT is configured to function correctly within your infrastructure

Premise-based configurations include on-site installation and readiness testing by technician

Assistance with importing of data and creation of initial notification scenarios

Support

Multi-tier Technical Services Help Desk made up of a team of full-time professionals, dedicated to providing the highest level of technical support

24/7 Telephone Support (including Business Hours and After-Hours on-call for emergencies) plus Business Hours Email and select Chat Support

Includes software upgrades/updates as released by Airbus DS Communications Quality Assurance team (dependent on deployment option)

Newsletters and information on Airbus DS Communications products and services

Technical website available at http://support.cassidiancommunications.com/ providing access to manuals, best practices, tips and tricks and more

Airbus DS Communications University

Airbus DS Communications offers a variety of training options, covering all topics necessary for optimum system performance and meeting any scheduling need.

In-house: In this two- and a half-day course held at Airbus DS Communications' Franklin, Tennessee, location, users can comfortably share ideas and network, exploring best practices for utilizing the technology within their operations.

On-site: Clients can elect to have an experienced member of the training team come to your location, providing flexibility for multiple teams/shifts to take part and accommodating the most demanding of schedules.

Web-based: This option enables you to take part in real-time, instructor-led training specific to your organization and needs.

Computer-based: Through Airbus DS Communications online Learning Management System (LMS), you can view recorded training sessions at your convenience.

SERVICE AGREEMENT

This Service Agreement (**"Agreement"**) is made and entered into this _____ day of _____, _____ ("Effective Date") by and between Airbus DS Communications, Inc., a California corporation (**"Airbus DS Communications"**), located at 42505 Rio Nedo, Temecula, CA 92590, or its authorized reseller, and City of Hattiesburg Forrest County Emergency Management ("Customer"), located at 4080 US Hwy 11, Hattiesburg, MS 39402. Both Airbus DS Communications and Customer may alternatively be referred to as a "Party" and collectively as the "Parties".

1. Definitions.

1.1 "Content" means the audio and visual information, Documentation, Software, products and services contained or made available to Customer in the course of using the Service.

1.2 "Customer Data" means any data, information or material that Customer submits to the Service in the course of using the Service.

1.3 "Documentation" means on-line material provided by Airbus DS Communications or its authorized reseller to assist Customer in the use of the Service.

1.4 "Initial Service Term" means the period of time commencing on the online date for Services as set forth in the Customer Proposal **DIR43715** ("Proposal") attached hereto and incorporated herein as Exhibit A.

1.5 "Airbus DS Communications Technology" means the Airbus DS Communications provided technology (including but not limited to Documentation, Software, hardware, equipment, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to Customer by Airbus DS Communications in providing the Service.

1.6 "Software" means the application software programs and any updates, modifications and corrections thereto to which Airbus DS Communications has granted access to Customer as part of the Service hereunder.

1.7 "Service" means the emergency notification system accessible via the Internet and all associated applications and modules identified in the Proposal and purchased by Customer and all ancillary online or offline products and services provided to Customer by Airbus DS Communications hereafter.

1.8 "User" shall refer to Customer's employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied with user identifications and passwords by Customer.

2. Payment and Taxes.

2.1 Customer's Purchase. In consideration of the fees described herein, Airbus DS Communications or its authorized reseller shall provide Customer with access to the Service as described herein and as governed by the terms and conditions of this Agreement, accepted Proposal, and incorporated documents. Additional services may be added by the parties throughout the term of this Agreement through a subsequent proposal issued by Airbus DS Communications, which may be accepted through Customer purchase order and shall be governed by the terms and conditions set forth under this Agreement.

2.2 Fees of Service. For the Initial Service Term, Customer will pay Airbus DS Communications or its authorized reseller the amount set forth in the Proposal. Payment shall be made within thirty (30) days from the date of the invoice. License rights granted hereunder and Services shall automatically renew annually unless terminated by Customer's written notice to Airbus DS Communications or its authorized reseller not less than ninety (90) days prior to the expiration of the then in effect term. Payment on the renewal invoice shall be due on or before the expiration of the current term.

2.3 Calling Minutes / SMS Messages. See Proposal.

2.4 Taxes. Customer will pay all taxes based on this Agreement or any product or services related thereto, excluding taxes based on Airbus DS Communications' income, but including personal property taxes, if any. All

shipping and insurance charges for products shipped between Airbus DS Communications and Customer will be paid by Customer.

2.5 Late Charges. In addition to any other remedy available to Airbus DS Communications, for a late payment by Customer, Customer shall pay a charge of 1.5% per month, or the maximum percentage permitted by applicable law, whichever is less, on any amount not paid when due.

3. License, Access and Use of the Service.

3.1 License: Airbus DS Communications hereby grants Customer a non-exclusive, non-transferable, worldwide right to use the Service, solely for Customer's internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Customer are reserved by Airbus DS Communications and its licensors.

3.2 Access: Customer and Airbus DS Communications shall agree upon, prior to Customer's use of the Service, the offices and Users authorized to access the Service and such Users shall be identified in writing in advance by Customer. Customer may modify the Users of the Service by providing advance written notice to Airbus DS Communications. Customer may authorize access for the number of simultaneous, concurrent Users of the Service at any given time. Passwords provided for Service access may be used only by authorized personnel. Neither Customer nor its authorized personnel shall divulge, sublicense, assign or transfer to any third party passwords established for access to the Service. Customer shall be responsible for the confidentiality and security of its User identifications and passwords.

3.3 Customer Responsibilities: Customer is responsible for all activity occurring in its User accounts and shall abide by all applicable local, state, national and foreign law, treaties and regulations in connection with Customer's use of the Service, including but not limited to data privacy, security, international communications and the transmission of technical or personal data. Customer shall: (i) Prevent unauthorized access to the Service and notify Airbus DS Communications immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Airbus DS Communications immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Customer; and (iii) ensure that use of the Service by all of Customer's Users is in compliance with this Agreement.

3.4 Restrictions: Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; (iv) send spam or otherwise duplicative or unsolicited messages in violation of applicable law; (v) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iv) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (vii) interfere with or disrupt the integrity or performance of the Service or the data contained therein, including but not limited to Customer Data; (viii) attempt to gain unauthorized access to the Service or its related systems or networks; (ix) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

4. Customer Data. Airbus DS Communications does not own any data, information or material that Customer submits to the Service in the course of using the Service ("Customer Data"). Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership or right to use of all Customer Data. Airbus DS Communications shall not be responsible or liable for the deletion, correction, destruction, damage loss or failure to store any Customer Data. Customer shall maintain a copy of all Customer Data. Customer is solely responsible for adherence to any privacy act or regulation regarding such Customer Data and Airbus DS Communications will have no responsibility with respect to the same. Regarding any self registration portal tool purchased or licensed by Customer through or with Airbus DS Communications, Customer shall assume all duties, obligations and compliance with any applicable law regarding its use, including but not limited to the gathering, storage and dissemination of such Customer Data. Customer shall also be solely responsible for communicating any applicable notices or terms of use to its registrants. These duties and obligations are non-delegable by Customer to Airbus DS Communications.

5. Privacy and Security; Disclosure. Airbus DS Communications' Data Security and Encryption Policy and Hosting Center Policy are available upon Customer request. Airbus DS Communications reserves the right to modify these policies in its reasonable discretion from time to time. Note that because the Service is a hosted, online application, Airbus DS Communications may need to notify all Users of the Service of important announcements regarding the operation of the Service and will use Customer information for that purpose.

6. Training and Support Services

6.1 Training. Training, if purchased by Customer, will be reflected on the corresponding invoice.

6.2 Subject to the terms and conditions of this Agreement and provided that Customer pays all applicable fees related to the Service, Airbus DS Communications shall provide Customer with support described in this Agreement and as more particularly described in Airbus DS Communications' Technical Service Center Support Plan ("Support Plan") a copy of which may be viewed at http://support.airbus-dscomm.com and is incorporated herein by reference. Airbus DS Communications reserves the right to modify the terms and conditions of the Technical Service Center Support Plan at any time, effective upon posting of an updated version. Customer is responsible for regularly reviewing the TSC Support Plan. Continued use of the Service after any such changes shall constitute Customer's consent to such changes.

7. Warranty.

7.1 Warranty. Each Party represents and warrants that it has the legal power and authority to enter into this Agreement. Airbus DS Communications represents and warrants that it will provide the Service in a manner consistent with general industry standard reasonably applicable to the provision thereof and that the Services will perform substantially in accordance with the online Airbus DS Communications Documentation under normal use and circumstances. The Customer represents and warrants that it has not falsely identified itself or provided any false information to gain access to the Service.

7.1.1 During the Initial Service Term, Airbus DS Communications will provide such assistance as it deems reasonably necessary to cause the Airbus DS Communications Service to perform materially in accordance with the then current Documentation provided that Customer's use is in accordance with this Agreement and the Documentation.

7.1.2 Customer's Remedy: CUSTOMER'S EXCLUSIVE REMEDY, AND AIRBUS DS COMMUNICATIONS ENTIRE LIABILITY IN CONTRACT, TORT OR OTHERWISE FOR BREACH OF ANY OF THE ABOVE WARRANTIES WILL BE TO USE ITS COMMERCIALLY REASONABLE EFFORTS TO PROVIDE A CORRECTION OR WORK AROUND FOR ANY MATERIAL NONCONFORMITY WHICH IS (i) REPORTED TO AIRBUS DS COMMUNICATIONS BY CUSTOMER WHILE AIRBUS DS COMMUNICATIONS IS OBLIGATED TO PERFORM SUPPORT SERVICES AND (ii) REPRODUCIBLE BY AIRBUS DS COMMUNICATIONS IN THE EXECUTION ENVIRONMENT.

7.2 Disclaimer of Warranties. THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES. AIRBUS DS COMMUNICATIONS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. AIRBUS DS COMMUNICATIONS DOES NOT WARRANT THAT THE SOFTWARE OR SERVICE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION.

IF THE AIRBUS DS COMMUNICATIONS SERVICE IS USED IN EMERGENCY SITUATIONS, THEN THE SERVICE IS INTENDED TO ONLY INCREASE THE NOTICE WHICH WILL BE GIVEN. THERE IS AND CAN NOT BE ANY GUARANTEE THAT ALL PERSONS INTENDED TO BE CONTACTED WILL BE CONTACTED. AIRBUS DS COMMUNICATIONS ACCEPTS NO RESPONSIBILITY FOR ANY FAILURE OF THE AIRBUS DS COMMUNICATIONS SERVICE TO CONTACT ANY PERSON OR PERSONS AND IS NOT RESPONSIBLE FOR ANY DAMAGE OR INJURY WHICH RESULTS FROM ANY FAILURE TO CONTACT ANYONE.

7.3 The warranties in this Section 7 will not apply to any defects or problems caused in whole or part by (i) defects in any equipment, (ii) failure of any portion of equipment to function in accordance with manufacturer's

specifications, (iii) modifications or enhancements made to the Service by anyone other than Airbus DS Communications, (iv) any software, hardware, firmware, peripheral or communication devices used with the Service not provided by or approved of in writing by Airbus DS Communications, (v) failure of Customer or any third party to follow Airbus DS Communications' most current instructions for proper use of the Service, (vi) negligence of Customer or any third party, or (vii) failure to install and use the updates, modifications and corrections provided by Airbus DS Communications. If Customer falls within any of the foregoing exceptions and requests Airbus DS Communications to provide support services for such defect or problem, Customer will pay Airbus DS Communications for such services at Airbus DS Communications' then current hourly rate.

7.4 Intellectual Property, Trademark and Copyright. Airbus DS Communications retains ownership of the Software and Service, any portions or copies thereof, and all rights therein. Airbus DS Communications reserves all rights not expressly granted to Customer. This Agreement does not grant Customer any rights in connection with any trademarks or service marks of Airbus DS Communications, its suppliers or licensors. All right, title, interest and copyrights in and to the Software, Service and Documentation and any copies thereof are owned by Airbus DS Communications, its suppliers or licensors. All title and intellectual property rights in and to the Content which may be accessed through use of the Service is the property of the respective Content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants Customer no rights to use such Content.

8. Limitation of Liability. IN NO EVENT WILL AIRBUS DS COMMUNICATIONS BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION OR ANY OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE OR SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF AIRBUS DS COMMUNICATIONS HAS BEEN ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. AIRBUS DS COMMUNICATIONS'S TOTAL LIABILITY TO CUSTOMER HEREUNDER, IF ANY, WILL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID TO AIRBUS DS COMMUNICATIONS HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. Confidentiality. A Party receiving Information (defined below) of the other will not disclose such Information other than to persons in its organization who have a need to know and who will be required to comply with this Section 9. The Party receiving Information will not use such Information for a purpose inconsistent with the terms of this Agreement. "Information" means the Software, Documentation and all information and intellectual property related thereto (including, but not limited to all databases provided to Customer by Airbus DS Communications whether created by Airbus DS Communications or its third party licensors such as, without limitation, the mapping product databases) as well as information related to the business of Airbus DS Communications or Customer. Information will not include: (i) information publicly known prior to disclosure; (ii) information coming into the lawful possession of the recipient without any confidentiality obligation; and (iii) information required to be disclosed pursuant to regulatory action or court order, provided adequate prior written notice of any request to disclose is given to the Party whose information is to be disclosed. Each Party will exercise at least the same degree of care to safeguard the confidentiality of the other's Information as it does to safeguard its own proprietary confidential information, but not less than a reasonable degree of care.

10. Infringement Indemnity. With the exception of any third party software, hardware or equipment that may be provided under this Agreement, Airbus DS Communications agrees to hold Customer harmless from liability to third parties resulting from infringement of any United States patent or copyright or trade secret by the Airbus DS Communications software purchased hereunder and Airbus DS Communications further agrees to pay all damages and costs, including reasonable legal fees, which may be assessed against Customer under any such claim or action. Airbus DS Communications shall be released from the foregoing obligation unless Customer provides Airbus DS Communications with (i) written notice within fifteen (15) days of the date Customer first becomes aware of such a claim or action, or possibility thereof; (ii) sole control and authority over the defense or settlement thereof; and (iii) proper and full information and assistance to settle and/or defend any such claim or action. Without limiting the foregoing, if a final injunction is, or Airbus DS Communications believes, in its sole discretion, is likely to be, entered prohibiting the use of the software by Customer as contemplated herein, Airbus DS Communications will,

at its sole option and expense, either (a) procure for Customer the right to use the infringing software as provided herein or (b) replace the infringing software with noninfringing, functionally equivalent products, or (c) suitably modify the infringing software so that it is not infringing; or (d) in the event (a), (b) and (c) are not commercially reasonable, terminate the license, accept return of the infringing software and refund to Customer an equitable portion of the license fee paid therefor. Except as specified above, Airbus DS Communications will not be liable for any costs or expenses incurred without its prior written authorization. Notwithstanding the foregoing, Airbus DS Communications assumes no liability for infringement claims with respect to software (i) not supplied by Airbus DS Communications, (ii) made in whole or in part in accordance to Customer's specifications, (iii) that is modified after delivery by Airbus DS Communications, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the software is not strictly in accordance with this Agreement. THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF AIRBUS DS COMMUNICATIONS AND THE EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT BY THE SOFTWARE.

11. Injunctive Relief. Each Party acknowledges that a violation or threatened violation by it of Section 9 hereof would result in damage that is largely intangible but nonetheless real and that is incapable of complete remedy by award of damages. Thus, such violation or threatened violation will give the injured Party the right to a court-ordered injunction to specifically enforce such covenant or obligation. The Party in violation of any such section shall pay as damages reasonable expenses, including but not limited to attorney fees, incurred in obtaining specific enforcement.

12. Customer Indemnification. Customer shall indemnify, defend and hold Airbus DS Communications, its licensors and each such Party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) A claim alleging that use of the Customer Data infringes the rights of, or has caused harm to a third party; (ii) a claim which if true, would constitute a violation by Customer of its representations and warranties contained herein; (iii) a claim arising from the breach by Customer of this Agreement, provided in any such case that Airbus DS Communications (a) gives Customer timely written notice of the claim; and (b) provides Customer all available information and assistance. Customer shall not settle or compromise any such claim without Airbus DS Communications' prior written consent.

13. Term. This Agreement will commence upon the Effective Date and shall continue until the end of the Initial Service Term as set forth in the Proposal. During the Initial Service Term, this Agreement shall not be terminable by Customer, except in instances of material breach (described below). Immediately following the Initial Service Term, this Agreement shall automatically renew for additional one (1) year terms ("Renewal Term") in accordance with Paragraph 2.2, above.

14. Termination.

14.1 Airbus DS Communications may terminate this Agreement without further obligation or liability to Customer if:

14.1.1 Customer fails to timely pay any amounts due under this Agreement and fails to make such payments within ten (10) days of written notice from Airbus DS Communications;

14.1.2 Customer commits any material breach of this Agreement and fails to remedy such breach within ten (10) days of written notice from Airbus DS Communications; or

14.1.3 Customer becomes the subject of a petition in bankruptcy; is or becomes insolvent; or admits a general inability to pay its debts as they become due.

14.2 Customer may terminate this Agreement if Airbus DS Communications commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days of written notice from Customer.

14.3 Upon termination or expiration of this Agreement, Customer shall be prohibited from further use of the Service and shall promptly return copies of any Documentation in its possession, if any, to Airbus DS

Communications. All amounts owed to Airbus DS Communications, including but not limited to amounts due for setup services provided by Airbus DS Communications, shall be immediately due and payable, and Airbus DS Communications will cease performance of all obligations hereunder without liability to Customer. Sections 8, 9, 10, 11, 12, 14.3, 16 and 21 will survive termination or expiration. Upon termination, Customer shall have sixty (60) days to notify Airbus DS Communications if it opts to have Customer Data returned by Airbus DS Communications at the expense of Customer. In the event termination is due to Customer's failure to pay all fees due hereunder, Airbus DS Communications reserves the right to withhold return of Customer Data until paid in full. If Customer does not contact Airbus DS Communications during such 60 day timeframe and/or all fees are not paid current during that timeframe, Airbus DS Communications may destroy the Customer Data. Airbus DS Communications has no obligation to provide transition services in connection with Customer's election to utilize an alternative vendor.

15. Local Laws and Export Control. The Service utilizes Software and Technology that may be subject to United States export controls administered by the U.S. Department of Commerce, U.S. Department of State, U.S. Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. The Customer acknowledges and agrees that the Service shall not be used, and none of the underlying information, Customer Data, Software, Documentation or Airbus DS Communications Technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service Customer represents and warrants that is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Customer agrees to strictly comply with all U.S export laws and assumes sole responsibility for obtaining licenses to export or re-export as may be required.

The Service may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15. C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. Airbus DS Communications and its licensors make no representation that the Service is appropriate or available for use in other locations. If Customer uses this Service from outside the United States, Customer is solely responsible for compliance with all applicable laws, including without limitation, export and import regulations of other countries. Any diversion of the Customer Data, Airbus DS Communications Technology and/or Content contrary to United States law is strictly prohibited.

16. Other Remedies. Airbus DS Communications' rights and remedies under this Agreement will be cumulative and in addition to all other rights and remedies available to Airbus DS Communications in law and in equity.

17. Assignment. Neither this Agreement nor any rights or duties hereunder may be transferred, assigned, sublicensed or otherwise disposed of by Customer to a third party, by operation of law or otherwise, without Airbus DS Communications' prior written consent. Notwithstanding the foregoing, Airbus DS Communications may assign its interests to a parent or affiliate company in the event of sale or merger of its assets so long as the acquiring entity agrees to assume all of Airbus DS Communications' duties and obligations hereunder.

18. Partial Invalidity. If any provision of this Agreement is ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable will be unaffected.

19. Modification; Waiver. Airbus DS Communications reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement online. Customer is responsible for regularly reviewing this Agreement. Continued use of the Service after any such change shall constitute Customer's consent to such change. No term or condition of this Agreement may be waived except in writing signed by the Party charged with waiver. A waiver will operate only as to the specific term or condition waived and will not constitute a waiver for the future.

20. Notice. All notices and other communications required or contemplated herein will be in writing and delivered either by (i) personal delivery; (ii) expedited messenger service; or (iii) postage prepaid return receipt requested certified mail; at the addresses first written above or such other address as the intended recipient previously has designated by written notice to the sender.

21. Governing Law. This Agreement will be governed exclusively by the laws of the State of California, without regard to its conflict of laws provisions. All parties agree that venue regarding any action arising hereunder will be exclusively in San Diego County, North County Judicial District, California.

22. Third Party Beneficiaries. None of the provisions of this Agreement is intended by the parties, nor shall they be deemed, to confer any benefit on any person not a Party to this Agreement.

23. Independent Contractors. The relationship of the parties hereunder will be one of independent contractors and not that of a franchise, joint venture or employer. Neither Party will have, and neither of them will represent to any other person that it has, any power, right or authority to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf of the other, except as expressly provided by this Agreement or as otherwise permitted in writing signed by both parties.

24. Entire Agreement. This Agreement and its schedules constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede and cancel all prior agreements between the parties, written, oral or implied with respect to the subject matter hereof. The terms of any customer-provided purchase order or invoice concerning any product or service provided hereunder will not serve to replace, modify or supersede the terms of this Agreement. The terms of this Agreement shall prevail for any and all purposes.

25. Headings. Headings are included in this Agreement for convenience only and are not to be deemed to be part of this Agreement. The interpretation of this Agreement will not be affected by any heading herein.

26. Force Majeure. In the event an act of government, war, fire, flood, act of God, power shortages or blackouts, breakdown of telephone lines and services, failure of the Internet, or other causes beyond the reasonable control of Airbus DS Communications prevents Airbus DS Communications from performing in accordance with the terms of this Agreement, such nonperformance shall be excused and shall not be considered a breach or default for so long as such conditions prevail. AIRBUS DS COMMUNICATIONS' SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. AIRBUS DS COMMUNICATIONS IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY FOR SUCH DELAY, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

27. Marketing. Customer hereby provides its consent to be identified as a customer in sales announcements or other marketing material generated by Airbus DS Communications from time to time during the term of this Agreement.

28. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. Once fully executed, it will become effective as of the Effective Date stated above. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic photocopy (i.e., "pdf") shall be equally effective as manual delivery of an original signed counterpart hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their authorized representatives as of the Effective Date.

Airbus DS Communications, Inc.

By:_____
(Signature)

Name:_____

Title:_____

Customer
City of Hattiesburg Forrest County EM
By:_____
(Signature)

Name:_____

Title:_____

SOLUTION PROPOSAL/

Airbus DS Communications
Notification Solutions and Services

For Comprehensive List- and Map-based Communications



Public Safety



Business Continuity



Homeland Defense

Prepared For:

6568: City of Hattiesburg
Forrest County EM

This proposal is valid through 8/31/2015

The Communicator! NXT

The Communicator!® NXT™ 4.4 is the latest critical communications software solution from Airbus DS Communications. It is a web-based application that utilizes a designated number of on- or offsite phone lines, enabling the delivery of messages to virtually any communications device. The software is accessible using a web browser (via the Internet, LAN or WAN) or by phone. **The Communicator! NXT** provides rules-based staff and group notifications and allows easy integration with other technologies, such as LDRPS and PeopleSoft®, using an industry-standard API (Application Program Interface).

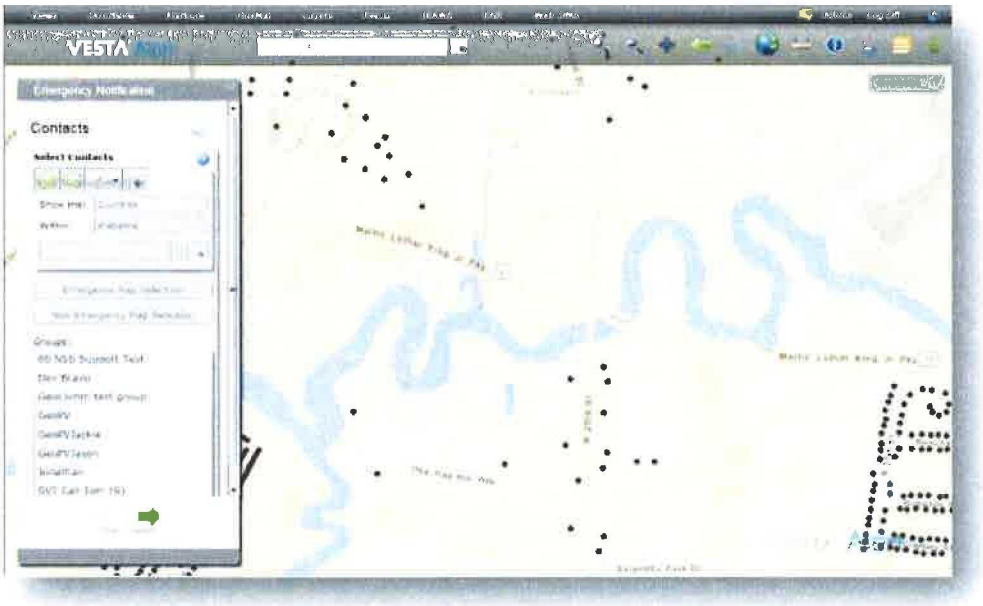


The Communicator! NXT:

- Intelligent mobilization of personnel, response teams, commanders, volunteers and others based on situational needs, individual certifications, skills and schedules
- Improved accountability of critical resources, validating the safety and well-being of people in contingencies
- Reduced risk of human error and better allocation of resources, allowing personnel to focus on response efforts versus communication
- Complete scalability inside enterprise environments, across jurisdictions or through public-private partnerships
- Greater situational awareness through exponentially improved, and oftentimes widespread, communication
- High-capacity communications, effectively managing notification of thousands or tens of thousands of people in contingencies

VESTA Alert

VESTA® Alert is a software application that integrates web mapping technology to provide advanced location-based automated notification. **VESTA Alert** supports a variety of contact data sources including 911 Emergency Service Listings (ESL), commercial white-page databases, and citizen opt-in data captured through a Self-Registration Portal. It creates a common operating picture by providing a single detailed mapping interface for incident management utilized by public safety departments, emergency management operators, and homeland security personnel. Operators view digital, street-level maps through a highly intuitive user interface easily defining the area requiring communication, selecting the preferred modalities and crafting the incident specific messages. Upon activation of the **VESTA Alert** solution, incident-related information and potentially life-saving instructions are rapidly delivered via voice, text or email to contacts within affect geographic area. **VESTA Alert** integrates with **The Communicator! NXT** to broadcast messages and collect responses. Operators access the application from a web browser, such as Microsoft Internet Explorer or Firefox.



VESTA Alert:

- Web browser-based access to authenticated staff over LANs, WANs, or the Internet.
- Tools for interacting with the map, such as search and address queries, measuring distances and area.
- Combining localized custom GIS data sets with real-time Web or network feeds and emergency tools.
- Built-in ALOHA support and embedded Emergency Response Guidebook for chemical cloud footprint and isolation protocol mapping.
- Ability to manage and share markups on the map.
- User authentication and security that controls data and features available to users and groups.
- Web-based emergency notification system for use with local dialer and remote dialing solutions, with ENS.
- IPAWS viewing and alerting capabilities.

Exhibit A
6568: City of Hattiesburg Forrest County EM

Customer: Angie Sanford **Date: 7/15/2015**

Account Exec: Hope Baker
(615) 435-4872
hope.baker@airbus-dscomm.com

Proposal: DIR43715

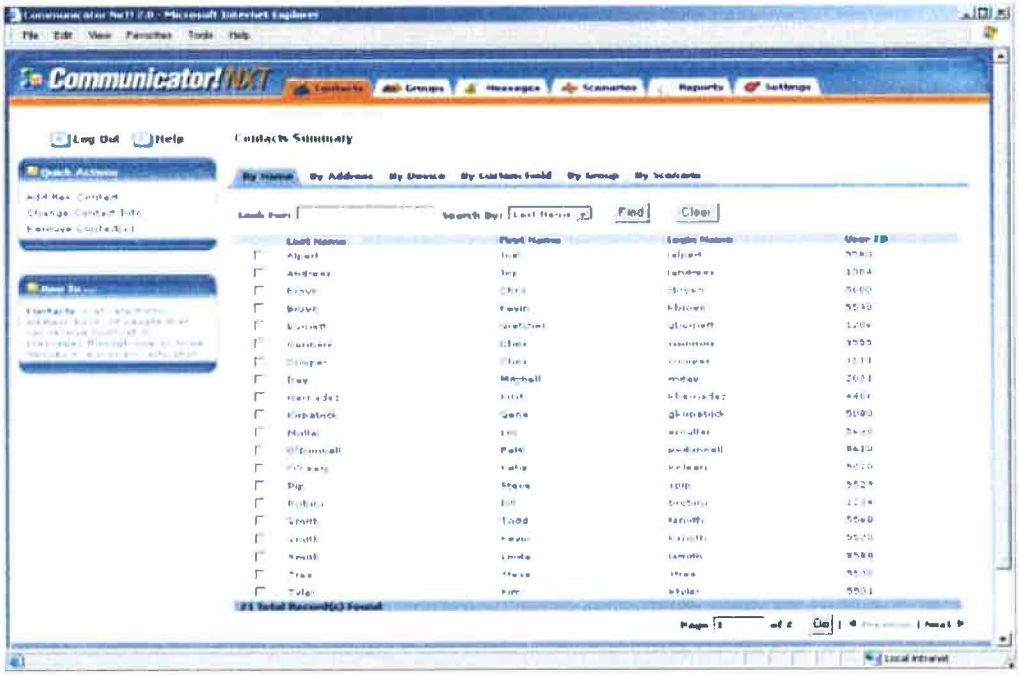
Solution Offered: Hosted Communicator! NXT & VESTA Alert

Term: Choose 3-5 Years (rate lock-in)

Includes: Communicator! NXT

- **Web-based** application
- **List-based** notification
- **Notify** directly from desktop or remotely by phone
- **Notification Methods**: mobile device, fax (optional), telephone, SMS Text, email, pager, overhead page
- **Up to 10 Concurrent Users**
- **Two-way SMS** Messaging
- **Application easily fills positions** based on specific criteria such as skill, certification, and availability
- **Qualification Methods**: phone, email, SMS
- Provides individuals with situational details or instructions via phone (landline or cell), SMS Text, email and pagers
- **Unlimited Universal SMS/Calling Units** available; please see pricing options below.
- **SAML**- Security Assertion Markup Language authentication for single sign-on
- **Quick, three-step activation** of notification scenarios
- Easy message creation (advanced preparation, on the fly, record by phone)
- True, multi-modal notification (i.e., landline, cell, two-way SMS, etc.)
- **Enhanced Browser Compatibility** (version 4.4): Security Users can access The Communicator! NXT notification solution using their preferred web browser: Firefox®, Google Chrome™, Safari®, Microsoft® Internet Explorer® 7-12
- **"Chat" with Technical Support** directly from Communicator! NXT
- **Improved Web Accessibility** for the Disabled
- **External Links** display
- **Text Device** for SMS Messaging
- **Record By Phone**: New Voice Message Creation Tool
- **New Auto Text** for Messages
- **Record Messages** without ActiveX Control
- **AES (256-bit) encryption** for data integrity

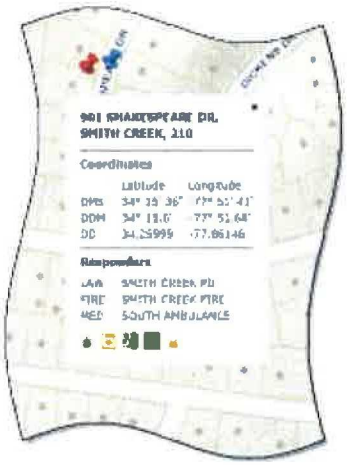
- **Tier III and SSAE-audited data centers**
- **Security Assertion Markup Language (SAML)** authentication for single sign-on
- **Modules:** (Hosted customers: choose one (1) at no additional charge) NXT SRP, NXT MassCall, Survey, Community Care, Conference Bridge/Call Transfer, API, Auto Import, and Inbound Bulletin Board (see modules below for descriptions)
- **"Are You OK?" call flow** -greater personnel accountability in emergencies
- Up to 10 concurrent users (more, if needed)
- **Customize "Caller ID"** Displayed to Call Recipient by Company
- **Web/telephone Check-in**
- **Custom Reports**
- **DataSync (**back-up) a secondary redundant system provides near real-time backup of your primary system to a standby server located in our Mesa, AR hosting center. This option allows your operation to use an alternate server should your primary server be rendered unavailable or inoperative for any reason (comes standard with hosted solution; premise DataSync requires purchase of hardware)
- **Annual Software Maintenance, and Support Plan**
- **24/7/365 Technical Support** by telephone, NSS Support portal, email, and chat ("Chat" feature now available from NXT portal)
- **Training:** unlimited access to our Computer-based Training modules located on our support website at support.cassidiancommunications.com
- **Training:** each year receive one (1) seat in Airbus DS Communications University in-house training OR one (1) web-based training sessions for up to 10 people

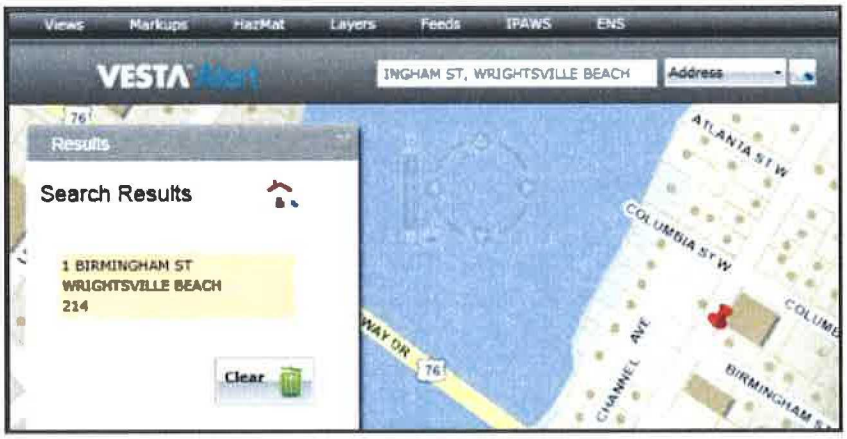


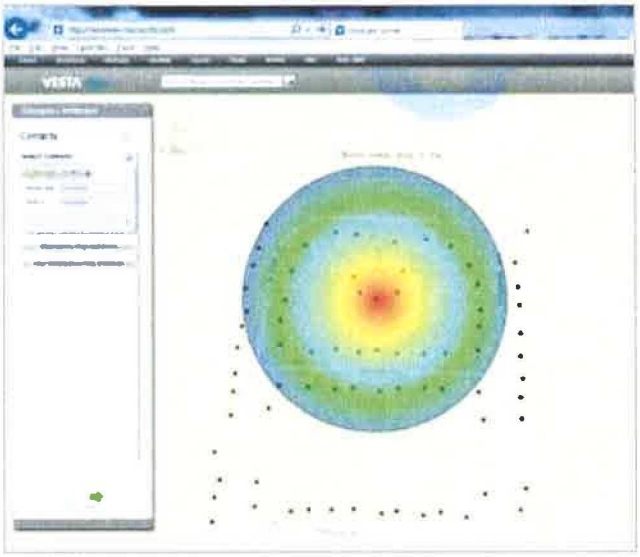
Includes: VESTA Alert

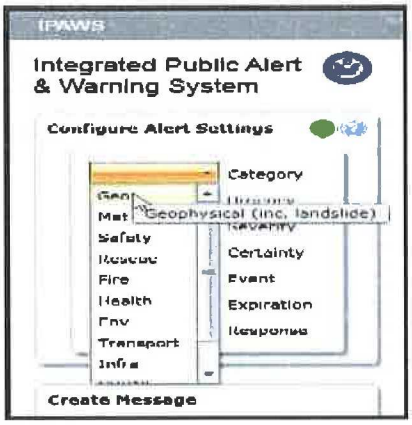
- **Up to 80,000 Population**
- **Map-based** notification
- **Web browser-based** access to authenticated staff over LANs, WANs, or the Internet
- **IPAWS capability** including sending messages to Wireless Emergency Alerts (WEA), Emergency Alert System (EAS), Non-Weather Emergency Message (NWEM), COG-to-COG.
- **VESTA Alert** supports a variety of contact data sources including 911 Emergency Service Listings (ESL), commercial white-page databases, and citizen opt-in data captured through a Self-Registration Portal
- Combining localized custom GIS data sets with real-time Web or network feeds and emergency tools.
- **ArcGIS Server 10.2** – VESTA Alert solution is based on ArcGIS Server and can consume customer provided ArcGIS Server map services
- **Unlimited Universal SMS/Calling Units** available; please see pricing options below.
- **Default Base Maps** provided by ESRI ArcGIS online (no need to purchase a new map, unless preferred)
- **View digital, street level maps** through a highly intuitive user interface easily defining the area requiring communication, selecting the preferred modalities and crafting the incident specific messages
- **MassCall & Self-Registration Portal** (comes standard with hosted option, at no additional charge)
- **Tools** for interacting with the map, such as search and address queries, measuring distances and area
- **Built-in ALOHA** support and embedded Emergency Response Guidebook for chemical cloud footprint and isolation protocol mapping
- Ability to manage and share markups on the map
- **VESTA Alert integrates with The Communicator! NXT** to broadcast messages and collect responses
- **Notification Methods**: mobile device, telephone, SMS Text, & email
- **Immediately reach people** based solely on their physical location
- The application is also often utilized to share important, but not necessarily critical information, such as public service announcements with community-at-large
- User authentication and security that controls data and features available to users and groups
- Automatically detect and deliver messages to telecommunications devices (TTY/TDD)
- **Weather Alerts** displayed on the map; can be used as the basis for a Notification
- **Hazmat ERG** - Notification areas can be defined using a Hazmat ERG tool based on the latest Emergency Response Guide
- **Offered as on premise**, with **The Communicator! NXT**, where all server hardware is installed at your location. If you choose this option, Airbus DS Communications can provide a local or hosted back-up service
- **Offered as Software-as-a-Service (SaaS)** where all hardware is located in the Airbus DS Communications secure data centers

- **Offered as a fully dedicated SaaS** solution where all server hardware is dedicated to your account and hosted in the Airbus DS Communications secure data centers
- **Multiple languages** available
- **Maps:** default base maps provided by **ESRI ArcGIS** online
- **DataSync (back-up)** a secondary redundant system provides near real-time backup of your primary system to a standby server located in our Mesa, AR hosting center. This option allows your operation to use an alternate server should your primary server be rendered unavailable or inoperative for any reason (comes standard with hosted solution)
- **Geo-coding:** annual, semi-annual, quarterly plans available from InfoCode. Additional options are available; please see "Options" below.
- **Training:** unlimited access to our Computer-based Training modules located on our support website at support.cassidiancommunications.com
- **Training:** each year receive one (1) seat in Airbus DS Communications University in-house training OR one (1) live, web-based training sessions for up to 10 people









Pricing/Options

Option 1: Unlimited- Hosted NXT & VESTA Alert	
Unlimited Calling/SMS Units- Annual Hosting Rate	$11,630
Includes all current services plus annual geocoding	
Option 2: Limited- Hosted NXT & VESTA Alert	
Limited: 20,000 Calling/SMS Units- Annual Hosting Rate	$10,630
Includes all current services plus annual geocoding	
Additional Minute/Unit Packages	
10,000 Universal Calling and SMS Units (.10/unit)	$1,000
25,000 Universal Calling and SMS Units (.09/unit)	$2,250
50,000 Universal Calling and SMS Units (.08/unit)	$4,000
100,000 Universal Calling and SMS Units (.07/unit)	$7,000
Training: On-site/Web/In-house	
Onsite NXT/VESTA Alert Training - 5 participants (per person)	$600
Onsite NXT/VESTA Alert Training - 10 participants (per person)	$500
Onsite NXT/VESTA Alert Travel for Trainer	$1,200
Web NXT/VESTA Alert Training	$750
In-house NXT & VESTA Alert Training @ Franklin - 1 Participant	$1,000
In-house NXT & VESTA Alert Training @ Franklin - 2+ Participants	$750
Modules	
MassCall- NXT (per year)	$2,500
MassCall VESTA Alert (per year)	$2,500
SRP VESTA Alert (hosted)	$4,000
Back-up- VESTA Alert (hosted)	$3,500
Back-up "DataSync" NXT (hosted)	$2,995
Survey Module- NXT	$3,500
Bulletin Board-NXT	$2,995
Community Care- NXT	$2,500
API SDK (XML, SOAP & .NET API)	$4,995
NXT Auto Data Import Tool	$1,000
Conference Bridge/Call Transfer	$2,500
GeoCoding	
GIS:Geocoding Services (Annual)	$3,000
GIS:Geocoding Services (Semi-Annual)	$3,500
GIS:Geocoding Services (Quarterly)	$4,500
GIS:Basic Dataset- latitudes/longitudes (no additional geo-coding)	$1,000
Data-Cell Phone $150 Processing Fee+	(per record) $.04
Customer Provided Data with Map Data Specifications	$0

*If Universal calling minutes/SMS units were included in this proposal they will renew annually, upon renewal of service, but will not roll over year-to-year. Overages apply at current and standard rates (¢.12). Additional calling minutes/SMS packages are available for purchase, and will roll over year-to-year until used.

Options

Airbus DS Communications understands that every organization has unique communications needs, and has developed a variety of add-on's to complement your existing configuration. To fulfill your notification requirements, we have included the following options in our proposal.

Additional Company
A Company enables you to completely segregate your organization's data into separate databases within your emergency notification solution. This ensures data integrity and provides security when other departments or agencies share the system, as they cannot view or modify information outside of their own Company.

API SDK (XML, SOAP and .NET API)
The Application Programming Interface (API) allows The Communicator! NXT to integrate with other technologies inside your organization (e.g., HR databases, overhead paging systems, BC/DR tools, etc.), further streamlining your critical communication processes. It also provides you the ability to configure the system in any language through the user interface (using double-byte support).

Auto Import
The Auto Import feature directs The Communicator! NXT to watch a designated directory or folder for a data file, which is automatically imported without human intervention based on a designated schedule/frequency.

Community Care
Community Care enables designated caregivers to feel confident knowing the individuals they are responsible for are being automatically checked on by telephone when unaccompanied. More importantly, if the person cannot be reached or indicates that he/she needs help, the caregiver is alerted of the situation or local authorities are notified to send someone to the residence.

Conference Bridge/Call Transfer
The Conference Bridge/Call Transfer option serves as a virtual meeting place, bringing key individuals together by telephone. This option can be set up to transfer call recipients to a conference bridge, live operator, help desk or other designated telephone line. It can also be used to transfer a call recipient into The Communicator! NXT to activate other scenarios.

DataSync Back-up
Using SQL Server™ backup and restore technology, DataSync Back-up provides near real-time back-up of The Communicator! NXT to a standby server located in Airbus DS Communications Hosting Center. This option creates a redundant system, allowing your operation to use an alternate server should your primary server be rendered unavailable or inoperable for any reason.

Desktop Alerting
Airbus DS Communications provides desktop alerting applications, which instantly disseminate messages to the screens of any networked PC or laptop. Depending on your needs, audible and/or visual alerts take precedence over all other open applications, ensuring the notification is received.

Inbound Bulletin Board
The Inbound Bulletin Board is used to deliver status updates or general information to incoming callers (e.g., residents, community groups, employees, etc.). It can be used to provide emergency or everyday information, saving time and resources from answering routine informational calls.

Options

GeoCast Web Back-up
Airbus DS Communications GeoCast Web Back-up provides back-up of GeoCast Web to a standby server located in the company's Hosting Center. This option creates redundancy of your maps, allowing your operation to use an alternate server should your primary server be rendered unavailable or inoperable for any reason.

Self-Registration Portal (SRP)
The SRP is a customizable, highly secure and easy-to-access web tool that allows people to sign up to receive notifications. Once implemented, the option to "click to register" appears on your website or intranet, quickly linking individuals to the SRP's URL. Here, they can complete a short web form, supplying their physical/email addresses and phone numbers. In addition, they can opt in their SMS device to receive text messages, or even select to receive emergency and/or routine messages.

Survey
The Survey module allows you to compose any number of questions for delivery via phone and/or email. It can be used to collect information pertaining to a variety of events, including pandemics, hurricanes, service outages and more. The Survey module also allows individuals to provide feedback about their well-being, enabling you to know if they are safe and okay. Responses are viewed in real-time reports, available in detail and summary formats.

Web/Telephone Check-In
Web/Telephone Check-In allows you to automatically validate the well-being of your personnel, ultimately maximizing employee accountability measures. Personnel provide their status by telephone or through a secure website, and reports provide check-in responses for follow-up action.

NXT Blast Notification (MassCall)
New Activation option that provides a simultaneous message broadcast to all selected devices (instead of using a device sequence). Activation logic is optimized for rapid message delivery. Utilizes the MassCall service (30,000 phone lines) for fast delivery of telephone messages. Available as an add-on service for all Hosted and On-Premise customers using The Communicator!® NXT™ version 4.4.2

Installation, Support & Training

Airbus DS Communications provides a variety of resources to assist you in the successful use of your emergency notification solution, to include:

Installation

- Assignment of project manager to successfully lead installation and coordination of your solution deployment
- Guidance and project coordination/planning to ensure The Communicator! NXT is configured to function correctly within your infrastructure
- Premise-based configurations include on-site installation and readiness testing by technician
- Assistance with importing of data and creation of initial notification scenarios

Support

- Multi-tier Technical Services Help Desk made up of a team of full-time professionals, dedicated to providing the highest level of technical support
- 24/7 Telephone Support (including Business Hours and After-Hours on-call for emergencies) plus Business Hours Email and select Chat Support
- Includes software upgrades/updates as released by Airbus DS Communications Quality Assurance team (dependent on deployment option)
- Newsletters and information on Airbus DS Communications products and services
- Technical website available at http://support.cassidiancommunications.com/ providing access to manuals, best practices, tips and tricks and more

Airbus DS Communications University

Airbus DS Communications offers a variety of training options, covering all topics necessary for optimum system performance and meeting any scheduling need.

- In-house: In this two- and a half-day course held at Airbus DS Communications' Franklin, Tennessee, location, users can comfortably share ideas and network, exploring best practices for utilizing the technology within their operations.
- On-site: Clients can elect to have an experienced member of the training team come to your location, providing flexibility for multiple teams/shifts to take part and accommodating the most demanding of schedules.
- Web-based: This option enables you to take part in real-time, instructor-led training specific to your organization and needs.
- Computer-based: Through Airbus DS Communications online Learning Management System (LMS), you can view recorded training sessions at your convenience.

SERVICE AGREEMENT

This Service Agreement (**"Agreement"**) is made and entered into this _____ day of _____, _____ ("Effective Date") by and between Airbus DS Communications, Inc., a California corporation (**"Airbus DS Communications"**), located at 42505 Rio Nedo, Temecula, CA 92590, or its authorized reseller, and City of Hattiesburg Forrest County Emergency Management ("Customer"), located at 4080 US Hwy 11, Hattiesburg, MS 39402. Both Airbus DS Communications and Customer may alternatively be referred to as a "Party" and collectively as the "Parties".

1. Definitions.

1.1 "Content" means the audio and visual information, Documentation, Software, products and services contained or made available to Customer in the course of using the Service.

1.2 "Customer Data" means any data, information or material that Customer submits to the Service in the course of using the Service.

1.3 "Documentation" means on-line material provided by Airbus DS Communications or its authorized reseller to assist Customer in the use of the Service.

1.4 "Initial Service Term" means the period of time commencing on the online date for Services as set forth in the Customer Proposal **DIR43715** ("Proposal") attached hereto and incorporated herein as Exhibit A.

1.5 "Airbus DS Communications Technology" means the Airbus DS Communications provided technology (including but not limited to Documentation, Software, hardware, equipment, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to Customer by Airbus DS Communications in providing the Service.

1.6 "Software" means the application software programs and any updates, modifications and corrections thereto to which Airbus DS Communications has granted access to Customer as part of the Service hereunder.

1.7 "Service" means the emergency notification system accessible via the Internet and all associated applications and modules identified in the Proposal and purchased by Customer and all ancillary online or offline products and services provided to Customer by Airbus DS Communications hereafter.

1.8 "User" shall refer to Customer's employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied with user identifications and passwords by Customer.

2. Payment and Taxes.

2.1 Customer's Purchase. In consideration of the fees described herein, Airbus DS Communications or its authorized reseller shall provide Customer with access to the Service as described herein and as governed by the terms and conditions of this Agreement, accepted Proposal, and incorporated documents. Additional services may be added by the parties throughout the term of this Agreement through a subsequent proposal issued by Airbus DS Communications, which may be accepted through Customer purchase order and shall be governed by the terms and conditions set forth under this Agreement.

2.2 Fees of Service. For the Initial Service Term, Customer will pay Airbus DS Communications or its authorized reseller the amount set forth in the Proposal. Payment shall be made within thirty (30) days from the date of the invoice. License rights granted hereunder and Services shall automatically renew annually unless terminated by Customer's written notice to Airbus DS Communications or its authorized reseller not less than ninety (90) days prior to the expiration of the then in effect term. Payment on the renewal invoice shall be due on or before the expiration of the current term.

2.3 Calling Minutes / SMS Messages. See Proposal.

2.4 Taxes. Customer will pay all taxes based on this Agreement or any product or services related thereto, excluding taxes based on Airbus DS Communications' income, but including personal property taxes, if any. All

shipping and insurance charges for products shipped between Airbus DS Communications and Customer will be paid by Customer.

2.5 Late Charges. In addition to any other remedy available to Airbus DS Communications, for a late payment by Customer, Customer shall pay a charge of 1.5% per month, or the maximum percentage permitted by applicable law, whichever is less, on any amount not paid when due.

3. License, Access and Use of the Service.

3.1 License: Airbus DS Communications hereby grants Customer a non-exclusive, non-transferable, worldwide right to use the Service, solely for Customer's internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Customer are reserved by Airbus DS Communications and its licensors.

3.2 Access: Customer and Airbus DS Communications shall agree upon, prior to Customer's use of the Service, the offices and Users authorized to access the Service and such Users shall be identified in writing in advance by Customer. Customer may modify the Users of the Service by providing advance written notice to Airbus DS Communications. Customer may authorize access for the number of simultaneous, concurrent Users of the Service at any given time. Passwords provided for Service access may be used only by authorized personnel. Neither Customer nor its authorized personnel shall divulge, sublicense, assign or transfer to any third party passwords established for access to the Service. Customer shall be responsible for the confidentiality and security of its User identifications and passwords.

3.3 Customer Responsibilities: Customer is responsible for all activity occurring in its User accounts and shall abide by all applicable local, state, national and foreign law, treaties and regulations in connection with Customer's use of the Service, including but not limited to data privacy, security, international communications and the transmission of technical or personal data. Customer shall: (i) Prevent unauthorized access to the Service and notify Airbus DS Communications immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Airbus DS Communications immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Customer; and (iii) ensure that use of the Service by all of Customer's Users is in compliance with this Agreement.

3.4 Restrictions: Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; (iv) send spam or otherwise duplicative or unsolicited messages in violation of applicable law; (v) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iv) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (vii) interfere with or disrupt the integrity or performance of the Service or the data contained therein, including but not limited to Customer Data; (viii) attempt to gain unauthorized access to the Service or its related systems or networks; (ix) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

4. Customer Data. Airbus DS Communications does not own any data, information or material that Customer submits to the Service in the course of using the Service ("Customer Data"). Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership or right to use of all Customer Data. Airbus DS Communications shall not be responsible or liable for the deletion, correction, destruction, damage loss or failure to store any Customer Data. Customer shall maintain a copy of all Customer Data. Customer is solely responsible for adherence to any privacy act or regulation regarding such Customer Data and Airbus DS Communications will have no responsibility with respect to the same. Regarding any self registration portal tool purchased or licensed by Customer through or with Airbus DS Communications, Customer shall assume all duties, obligations and compliance with any applicable law regarding its use, including but not limited to the gathering, storage and dissemination of such Customer Data. Customer shall also be solely responsible for communicating any applicable notices or terms of use to its registrants. These duties and obligations are non-delegable by Customer to Airbus DS Communications.

5. **Privacy and Security; Disclosure**. Airbus DS Communications' Data Security and Encryption Policy and Hosting Center Policy are available upon Customer request. Airbus DS Communications reserves the right to modify these policies in its reasonable discretion from time to time. Note that because the Service is a hosted, online application, Airbus DS Communications may need to notify all Users of the Service of important announcements regarding the operation of the Service and will use Customer information for that purpose.

6. **Training and Support Services**

6.1 Training. Training, if purchased by Customer, will be reflected on the corresponding invoice.

6.2 Subject to the terms and conditions of this Agreement and provided that Customer pays all applicable fees related to the Service, Airbus DS Communications shall provide Customer with support described in this Agreement and as more particularly described in Airbus DS Communications' Technical Service Center Support Plan ("Support Plan") a copy of which may be viewed at http://support.airbus-dscomm.com and is incorporated herein by reference. Airbus DS Communications reserves the right to modify the terms and conditions of the Technical Service Center Support Plan at any time, effective upon posting of an updated version. Customer is responsible for regularly reviewing the TSC Support Plan. Continued use of the Service after any such changes shall constitute Customer's consent to such changes.

7. **Warranty.**

7.1 Warranty. Each Party represents and warrants that it has the legal power and authority to enter into this Agreement. Airbus DS Communications represents and warrants that it will provide the Service in a manner consistent with general industry standard reasonably applicable to the provision thereof and that the Services will perform substantially in accordance with the online Airbus DS Communications Documentation under normal use and circumstances. The Customer represents and warrants that it has not falsely identified itself or provided any false information to gain access to the Service.

7.1.1 During the Initial Service Term, Airbus DS Communications will provide such assistance as it deems reasonably necessary to cause the Airbus DS Communications Service to perform materially in accordance with the then current Documentation provided that Customer's use is in accordance with this Agreement and the Documentation.

7.1.2 Customer's Remedy: CUSTOMER'S EXCLUSIVE REMEDY, AND AIRBUS DS COMMUNICATIONS ENTIRE LIABILITY IN CONTRACT, TORT OR OTHERWISE FOR BREACH OF ANY OF THE ABOVE WARRANTIES WILL BE TO USE ITS COMMERCIALLY REASONABLE EFFORTS TO PROVIDE A CORRECTION OR WORK AROUND FOR ANY MATERIAL NONCONFORMITY WHICH IS (i) REPORTED TO AIRBUS DS COMMUNICATIONS BY CUSTOMER WHILE AIRBUS DS COMMUNICATIONS IS OBLIGATED TO PERFORM SUPPORT SERVICES AND (ii) REPRODUCIBLE BY AIRBUS DS COMMUNICATIONS IN THE EXECUTION ENVIRONMENT.

7.2 Disclaimer of Warranties. THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES. AIRBUS DS COMMUNICATIONS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. AIRBUS DS COMMUNICATIONS DOES NOT WARRANT THAT THE SOFTWARE OR SERVICE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION.

IF THE AIRBUS DS COMMUNICATIONS SERVICE IS USED IN EMERGENCY SITUATIONS, THEN THE SERVICE IS INTENDED TO ONLY INCREASE THE NOTICE WHICH WILL BE GIVEN. THERE IS AND CAN NOT BE ANY GUARANTEE THAT ALL PERSONS INTENDED TO BE CONTACTED WILL BE CONTACTED. AIRBUS DS COMMUNICATIONS ACCEPTS NO RESPONSIBILITY FOR ANY FAILURE OF THE AIRBUS DS COMMUNICATIONS SERVICE TO CONTACT ANY PERSON OR PERSONS AND IS NOT RESPONSIBLE FOR ANY DAMAGE OR INJURY WHICH RESULTS FROM ANY FAILURE TO CONTACT ANYONE.

7.3 The warranties in this Section 7 will not apply to any defects or problems caused in whole or part by (i) defects in any equipment, (ii) failure of any portion of equipment to function in accordance with manufacturer's

specifications, (iii) modifications or enhancements made to the Service by anyone other than Airbus DS Communications, (iv) any software, hardware, firmware, peripheral or communication devices used with the Service not provided by or approved of in writing by Airbus DS Communications, (v) failure of Customer or any third party to follow Airbus DS Communications' most current instructions for proper use of the Service, (vi) negligence of Customer or any third party, or (vii) failure to install and use the updates, modifications and corrections provided by Airbus DS Communications. If Customer falls within any of the foregoing exceptions and requests Airbus DS Communications to provide support services for such defect or problem, Customer will pay Airbus DS Communications for such services at Airbus DS Communications' then current hourly rate.

7.4 **Intellectual Property, Trademark and Copyright**. Airbus DS Communications retains ownership of the Software and Service, any portions or copies thereof, and all rights therein. Airbus DS Communications reserves all rights not expressly granted to Customer. This Agreement does not grant Customer any rights in connection with any trademarks or service marks of Airbus DS Communications, its suppliers or licensors. All right, title, interest and copyrights in and to the Software, Service and Documentation and any copies thereof are owned by Airbus DS Communications, its suppliers or licensors. All title and intellectual property rights in and to the Content which may be accessed through use of the Service is the property of the respective Content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants Customer no rights to use such Content.

8. Limitation of Liability. IN NO EVENT WILL AIRBUS DS COMMUNICATIONS BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION OR ANY OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE OR SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF AIRBUS DS COMMUNICATIONS HAS BEEN ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. AIRBUS DS COMMUNICATIONS'S TOTAL LIABILITY TO CUSTOMER HEREUNDER, IF ANY, WILL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID TO AIRBUS DS COMMUNICATIONS HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. Confidentiality. A Party receiving Information (defined below) of the other will not disclose such Information other than to persons in its organization who have a need to know and who will be required to comply with this Section 9. The Party receiving Information will not use such Information for a purpose inconsistent with the terms of this Agreement. "Information" means the Software, Documentation and all information and intellectual property related thereto (including, but not limited to all databases provided to Customer by Airbus DS Communications whether created by Airbus DS Communications or its third party licensors such as, without limitation, the mapping product databases) as well as information related to the business of Airbus DS Communications or Customer. Information will not include: (i) information publicly known prior to disclosure; (ii) information coming into the lawful possession of the recipient without any confidentiality obligation; and (iii) information required to be disclosed pursuant to regulatory action or court order, provided adequate prior written notice of any request to disclose is given to the Party whose information is to be disclosed. Each Party will exercise at least the same degree of care to safeguard the confidentiality of the other's Information as it does to safeguard its own proprietary confidential information, but not less than a reasonable degree of care.

10. Infringement Indemnity. With the exception of any third party software, hardware or equipment that may be provided under this Agreement, Airbus DS Communications agrees to hold Customer harmless from liability to third parties resulting from infringement of any United States patent or copyright or trade secret by the Airbus DS Communications software purchased hereunder and Airbus DS Communications further agrees to pay all damages and costs, including reasonable legal fees, which may be assessed against Customer under any such claim or action. Airbus DS Communications shall be released from the foregoing obligation unless Customer provides Airbus DS Communications with (i) written notice within fifteen (15) days of the date Customer first becomes aware of such a claim or action, or possibility thereof; (ii) sole control and authority over the defense or settlement thereof; and (iii) proper and full information and assistance to settle and/or defend any such claim or action. Without limiting the foregoing, if a final injunction is, or Airbus DS Communications believes, in its sole discretion, is likely to be, entered prohibiting the use of the software by Customer as contemplated herein, Airbus DS Communications will,

at its sole option and expense, either (a) procure for Customer the right to use the infringing software as provided herein or (b) replace the infringing software with noninfringing, functionally equivalent products, or (c) suitably modify the infringing software so that it is not infringing; or (d) in the event (a), (b) and (c) are not commercially reasonable, terminate the license, accept return of the infringing software and refund to Customer an equitable portion of the license fee paid therefor. Except as specified above, Airbus DS Communications will not be liable for any costs or expenses incurred without its prior written authorization. Notwithstanding the foregoing, Airbus DS Communications assumes no liability for infringement claims with respect to software (i) not supplied by Airbus DS Communications, (ii) made in whole or in part in accordance to Customer's specifications, (iii) that is modified after delivery by Airbus DS Communications, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the software is not strictly in accordance with this Agreement. THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF AIRBUS DS COMMUNICATIONS AND THE EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT BY THE SOFTWARE.

11. Injunctive Relief. Each Party acknowledges that a violation or threatened violation by it of Section 9 hereof would result in damage that is largely intangible but nonetheless real and that is incapable of complete remedy by award of damages. Thus, such violation or threatened violation will give the injured Party the right to a court-ordered injunction to specifically enforce such covenant or obligation. The Party in violation of any such section shall pay as damages reasonable expenses, including but not limited to attorney fees, incurred in obtaining specific enforcement.

12. Customer Indemnification. Customer shall indemnify, defend and hold Airbus DS Communications, its licensors and each such Party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) A claim alleging that use of the Customer Data infringes the rights of, or has caused harm to a third party; (ii) a claim which if true, would constitute a violation by Customer of its representations and warranties contained herein; (iii) a claim arising from the breach by Customer of this Agreement, provided in any such case that Airbus DS Communications (a) gives Customer timely written notice of the claim; and (b) provides Customer all available information and assistance. Customer shall not settle or compromise any such claim without Airbus DS Communications' prior written consent.

13. Term. This Agreement will commence upon the Effective Date and shall continue until the end of the Initial Service Term as set forth in the Proposal. During the Initial Service Term, this Agreement shall not be terminable by Customer, except in instances of material breach (described below). Immediately following the Initial Service Term, this Agreement shall automatically renew for additional one (1) year terms ("Renewal Term") in accordance with Paragraph 2.2, above.

14. Termination.

14.1 Airbus DS Communications may terminate this Agreement without further obligation or liability to Customer if:

14.1.1 Customer fails to timely pay any amounts due under this Agreement and fails to make such payments within ten (10) days of written notice from Airbus DS Communications;

14.1.2 Customer commits any material breach of this Agreement and fails to remedy such breach within ten (10) days of written notice from Airbus DS Communications; or

14.1.3 Customer becomes the subject of a petition in bankruptcy; is or becomes insolvent; or admits a general inability to pay its debts as they become due.

14.2 Customer may terminate this Agreement if Airbus DS Communications commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days of written notice from Customer.

14.3 Upon termination or expiration of this Agreement, Customer shall be prohibited from further use of the Service and shall promptly return copies of any Documentation in its possession, if any, to Airbus DS

Communications. All amounts owed to Airbus DS Communications, including but not limited to amounts due for setup services provided by Airbus DS Communications, shall be immediately due and payable, and Airbus DS Communications will cease performance of all obligations hereunder without liability to Customer. Sections 8, 9, 10, 11, 12, 14.3, 16 and 21 will survive termination or expiration. Upon termination, Customer shall have sixty (60) days to notify Airbus DS Communications if it opts to have Customer Data returned by Airbus DS Communications at the expense of Customer. In the event termination is due to Customer's failure to pay all fees due hereunder, Airbus DS Communications reserves the right to withhold return of Customer Data until paid in full. If Customer does not contact Airbus DS Communications during such 60 day timeframe and/or all fees are not paid current during that timeframe, Airbus DS Communications may destroy the Customer Data. Airbus DS Communications has no obligation to provide transition services in connection with Customer's election to utilize an alternative vendor.

15. Local Laws and Export Control. The Service utilizes Software and Technology that may be subject to United States export controls administered by the U.S. Department of Commerce, U.S. Department of State, U.S. Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. The Customer acknowledges and agrees that the Service shall not be used, and none of the underlying information, Customer Data, Software, Documentation or Airbus DS Communications Technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service Customer represents and warrants that is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Customer agrees to strictly comply with all U.S export laws and assumes sole responsibility for obtaining licenses to export or re-export as may be required.

The Service may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15. C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. Airbus DS Communications and its licensors make no representation that the Service is appropriate or available for use in other locations. If Customer uses this Service from outside the United States, Customer is solely responsible for compliance with all applicable laws, including without limitation, export and import regulations of other countries. Any diversion of the Customer Data, Airbus DS Communications Technology and/or Content contrary to United States law is strictly prohibited.

16. Other Remedies. Airbus DS Communications' rights and remedies under this Agreement will be cumulative and in addition to all other rights and remedies available to Airbus DS Communications in law and in equity.

17. Assignment. Neither this Agreement nor any rights or duties hereunder may be transferred, assigned, sublicensed or otherwise disposed of by Customer to a third party, by operation of law or otherwise, without Airbus DS Communications' prior written consent. Notwithstanding the foregoing, Airbus DS Communications may assign its interests to a parent or affiliate company in the event of sale or merger of its assets so long as the acquiring entity agrees to assume all of Airbus DS Communications' duties and obligations hereunder.

18. Partial Invalidity. If any provision of this Agreement is ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable will be unaffected.

19. Modification; Waiver. Airbus DS Communications reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement online. Customer is responsible for regularly reviewing this Agreement. Continued use of the Service after any such change shall constitute Customer's consent to such change. No term or condition of this Agreement may be waived except in writing signed by the Party charged with waiver. A waiver will operate only as to the specific term or condition waived and will not constitute a waiver for the future.

20. Notice. All notices and other communications required or contemplated herein will be in writing and delivered either by (i) personal delivery; (ii) expedited messenger service; or (iii) postage prepaid return receipt requested certified mail; at the addresses first written above or such other address as the intended recipient previously has designated by written notice to the sender.

21. Governing Law. This Agreement will be governed exclusively by the laws of the State of California, without regard to its conflict of laws provisions. All parties agree that venue regarding any action arising hereunder will be exclusively in San Diego County, North County Judicial District, California.

22. Third Party Beneficiaries. None of the provisions of this Agreement is intended by the parties, nor shall they be deemed, to confer any benefit on any person not a Party to this Agreement.

23. Independent Contractors. The relationship of the parties hereunder will be one of independent contractors and not that of a franchise, joint venture or employer. Neither Party will have, and neither of them will represent to any other person that it has, any power, right or authority to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf of the other, except as expressly provided by this Agreement or as otherwise permitted in writing signed by both parties.

24. Entire Agreement. This Agreement and its schedules constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede and cancel all prior agreements between the parties, written, oral or implied with respect to the subject matter hereof. The terms of any customer-provided purchase order or invoice concerning any product or service provided hereunder will not serve to replace, modify or supersede the terms of this Agreement. The terms of this Agreement shall prevail for any and all purposes.

25. Headings. Headings are included in this Agreement for convenience only and are not to be deemed to be part of this Agreement. The interpretation of this Agreement will not be affected by any heading herein.

26. Force Majeure. In the event an act of government, war, fire, flood, act of God, power shortages or blackouts, breakdown of telephone lines and services, failure of the Internet, or other causes beyond the reasonable control of Airbus DS Communications prevents Airbus DS Communications from performing in accordance with the terms of this Agreement, such nonperformance shall be excused and shall not be considered a breach or default for so long as such conditions prevail. AIRBUS DS COMMUNICATIONS' SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. AIRBUS DS COMMUNICATIONS IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY FOR SUCH DELAY, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

27. Marketing. Customer hereby provides its consent to be identified as a customer in sales announcements or other marketing material generated by Airbus DS Communications from time to time during the term of this Agreement.

28. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. Once fully executed, it will become effective as of the Effective Date stated above. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic photocopy (i.e., "pdf") shall be equally effective as manual delivery of an original signed counterpart hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their authorized representatives as of the Effective Date.

Airbus DS Communications, Inc.

By:_____
(Signature)

Name:_____

Title:_____

Customer
City of Hattiesburg Forrest County EM

By:_____
(Signature)

Name: Johnny L. DuPree

Title: Mayor

City of Hattiesburg, MS

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

Master

File Number: 2015-2063

File ID: 2015-2063 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 07/29/2015

Brief Title: Acuity Agreement **Final Action:** 08/04/2015

Minute Book Number: MB2015-237

Title:

Authorize Mayor to execute agreement with Acuity Group to be service agent on all voluntary and core benefits offered to the City of Hattiesburg, not to exceed a period of 36 months.

Notes:

Sponsors: **Enactment Date:**

Attachments: Acuity Service Agreement -2015, executed Acuity Service Agreement -2015 **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	08/04/2015	Authorize				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Authorize Mayor to execute agreement with Acuity Group to be service agent on all voluntary and core benefits offered to the City of Hattiesburg, not to exceed a period of 36 months.

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

Yeas: 4 - Bradley, Delgado, Carroll, and Dryden

Nays: 1 - Naylor

Yea:	4	Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden
Nay:	1	Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2015-2063

Title

Authorize Mayor to execute agreement with Acuity Group to be service agent on all voluntary and core benefits offered to the City of Hattiesburg, not to exceed a period of 36 months.

Summary

Agreement with Acuity for all voluntary and core benefits.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Service Agreement

This broker service agreement (this "Agreement") dated as of July 2, 2015, is between the City of Hattiesburg with an address of PO Box 1898 Hattiesburg, MS 39403-1898 (the "Company") and Acuity Group of Mississippi, LLC, with an address of 613 Crescent Circle, Suite 201, Ridgeland, MS 39157 ("Acuity Group").

The Company and Acuity Group agree as follows:

1. Term and Duration. The term of this Agreement shall commence August 1, 2015. The Agreement shall have a thirty-six (36) month duration from the commencement date, and shall remain in force for the full thirty-six (36) months except as provided herein. This agreement shall be renewable at the end of each thirty-six (36) month period. Renewal shall be agreed upon at least 90 days prior to renewal date.

2. Pricing Increase Cap. At the end of the thirty-six (36) month period, Acuity Group confirms that service pricing cost increases will be capped at ten (10) percent as long as Acuity Group of Mississippi, LLC and/or one of the Partners of Acuity be named Agent of Record on all employee benefits lines of coverage offered to employees of the Company during the entire term of the agreement with insurance carriers approved by Acuity Group.

3. Services to be Provided. During the Term of this Agreement, Acuity Group shall be available to the Company to provide agreed services. Acuity Group shall perform the Services at any one of the Company's locations or at other places as may be mutually convenient and agreed upon by Company and the Acuity Group. The Services under this Agreement shall not prevent Acuity Group from providing services to other entities. **Additionally, the services and pricing listed below are conditional that Acuity Group of Mississippi, LLC and/or one of the Partners of Acuity be named Agent of Record on all employee benefits lines of coverage offered to employees of the Company during the entire term of the agreement with insurance carriers approved by Acuity Group.**

   Ongoing Service Listing – The package of services below are provided for **$1.50 per employee per month**

   Electronic Benefit Administration System
   Turnkey Management of Payroll System Interface
   Insurance Carrier Interface
   Some carriers will not currently accept a direct interface. We will work diligently with these carriers to develop said interface.
   Ongoing Billing Reconciliation & Consolidation
   Ongoing Eligibility Management and Maintenance
   Employee Benefit Education Booklets & On-Site Meetings *(as needed)*
   Open Enrollment Coordination and Implementation
   Employee Benefit Plan Marketing & Comparative Market Analysis/Recommendations
   Ongoing Turnkey Employee/Employer Customer Service Assistance
   PPACA Compliance Services*

* The Company recognizes that the PPACA Compliance Services are not legal services and should not be relied upon as such. PPACA services are defined as: Provide Federal/State Exchange Notifications, PCORI Fee Calculation (self-funded medical plans only), Stability Period Tracking, Pay or Play Compliance & Tracking, Annual Reporting to HHS & IRS, W-2 Tax Reporting (for employers filing over 250 W-2's), and Calculation/Documentation of Small Employer Business Tax Credit.

4. Compensation. Acuity Group will be paid commissions by the respective medical and supplemental insurance carriers representing products offered provided to employees. Acuity Group will provide commission schedule at the request of the Company.

5. Performance. Acuity Group shall perform all Services in a professional manner, consistent with industry standards and the Company's goals and ethical standards.

6. Expenses. Travel expenses for face-to-face enrollment meetings will be monitored and will be reimbursed for any meetings outside a 350 mile radius of the corporate office of the Company. A budget for these expenses will be presented to the Company for approval prior to being incurred.

7. Termination. Company may terminate this Agreement by providing written notice to Acuity Group 60 days prior to the expiration of the term of this Agreement. Either party may terminate this Agreement at any time by providing 60 days prior written notice by showing "just cause" for the termination due to the failure to cure a material default under this Agreement within ten (10) days after written notice of default is given to the defaulting Party.

8. No Conflicting Agreements:
   Acuity Group represents that they are not a party to any existing agreement that would prevent Acuity Group from entering into and performing this Agreement. Acuity Group will not enter into any other agreement that is in conflict with Acuity Group's obligations under this Agreement. Subject to the foregoing, Acuity Group may from time to time act as a broker to, perform professional services for, or enter into agreements similar to this Agreement with other persons or entities without the necessity of obtaining approval from the Company.

9. Errors and Omissions. Acuity Group agrees to maintain an Errors and Omissions policy with a minimum of $1,000,000 per occurrence which extends to all Services provided to the Company.

10. Entire Agreement. This Agreement shall constitute the entire Agreement between the parties and supersedes all earlier and simultaneous agreements regarding the subject matter. This Agreement may be amended only in a written document, signed by both parties. All notices, including notices of address changes, under this Agreement must be sent by registered or certified mail or by overnight commercial delivery to the address set forth in this Agreement by each party.

In witness whereof, the parties execute this Agreement. Each person who signs this agreement represents that such person is fully authorized to sign this Agreement.

City of Hattiesburg	Acuity Group of Mississippi, Inc.
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____

Service Agreement

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3. Services to be Provided. During the Term of this Agreement, Acuity Group shall be available to the Company to provide agreed services. Acuity Group shall perform the Services at any one of the Company's locations or at other places as may be mutually convenient and agreed upon by Company and the Acuity Group. The Services under this Agreement shall not prevent Acuity Group from providing services to other entities. **Additionally, the services and pricing listed below are conditional that Acuity Group of Mississippi, LLC and/or one of the Partners of Acuity be named Agent of Record on all employee benefits lines of coverage offered to employees of the Company during the entire term of the agreement with insurance carriers approved by Acuity Group.**

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   - Electronic Benefit Administration System
   - Turnkey Management of Payroll System Interface
   - Insurance Carrier Interface
     - ***Some carriers will not currently accept a direct interface. We will work diligently with these carriers to develop said interface.***
   - Ongoing Billing Reconciliation & Consolidation
   - Ongoing Eligibility Management and Maintenance
   - Employee Benefit Education Booklets & On-Site Meetings *(as needed)*
   - Open Enrollment Coordination and Implementation
   - Employee Benefit Plan Marketing & Comparative Market Analysis/Recommendations
   - Ongoing Turnkey Employee/Employer Customer Service Assistance
   - PPACA Compliance Services*

* The Company recognizes that the PPACA Compliance Services are not legal services and should not be relied upon as such. PPACA services are defined as: Provide Federal/State Exchange Notifications, PCORI Fee Calculation (self-funded medical plans only), Stability Period Tracking, Pay or Play Compliance & Tracking, Annual Reporting to HHS & IRS, W-2 Tax Reporting (for employers filing over 250 W-2's), and Calculation/Documentation of Small Employer Business Tax Credit.

4. Compensation. Acuity Group will be paid commissions by the respective medical and supplemental insurance carriers representing products offered provided to employees. Acuity Group will provide commission schedule at the request of the Company.

5. Performance. Acuity Group shall perform all Services in a professional manner, consistent with industry standards and the Company's goals and ethical standards.

6. Expenses. Travel expenses for face-to-face enrollment meetings will be monitored and will be reimbursed for any meetings outside a 350 mile radius of the corporate office of the Company. A budget for these expenses will be presented to the Company for approval prior to being incurred.

7. Termination. Company may terminate this Agreement by providing written notice to Acuity Group 60 days prior to the expiration of the term of this Agreement. Either party may terminate this Agreement at any time by providing 60 days prior written notice by showing "just cause" for the termination due to the failure to cure a material default under this Agreement within ten (10) days after written notice of default is given to the defaulting Party.

8. No Conflicting Agreements:
   Acuity Group represents that they are not a party to any existing agreement that would prevent Acuity Group from entering into and performing this Agreement. Acuity Group will not enter into any other agreement that is in conflict with Acuity Group's obligations under this Agreement. Subject to the foregoing, Acuity Group may from time to time act as a broker to, perform professional services for, or enter into agreements similar to this Agreement with other persons or entities without the necessity of obtaining approval from the Company.

9. Errors and Omissions. Acuity Group agrees to maintain an Errors and Omissions policy with a minimum of $1,000,000 per occurrence which extends to all Services provided to the Company.

10. Entire Agreement. This Agreement shall constitute the entire Agreement between the parties and supersedes all earlier and simultaneous agreements regarding the subject matter. This Agreement may be amended only in a written document, signed by both parties. All notices, including notices of address changes, under this Agreement must be sent by registered or certified mail or by overnight commercial delivery to the address set forth in this Agreement by each party.

In witness whereof, the parties execute this Agreement. Each person who signs this agreement represents that such person is fully authorized to sign this Agreement.

City of Hattiesburg

By: _____

Print Name: Johnny L. DuPree

Title: Mayor

Acuity Group of Mississippi, Inc.

By: _____

Print Name: _____

Title: _____

City of Hattiesburg, MS

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

Master

File Number: 2015-2058

File ID: 2015-2058 **Type:** Regular Agenda Item **Status:** Passed

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

File Created: 07/29/2015

Brief Title: Advertise Notice of Public Hearing on proposed budget and tax levies for Fiscal Year 2016 **Final Action:** 08/04/2015

Minute Book Number: MB2015-237

Title:

Set a public hearing for 6 p.m. Tuesday, September 8, 2015, in Council Chambers at City Hall; for the proposed budget and proposed tax levies for Fiscal year 2016 for the City of Hattiesburg; authorize publication of Notice of Public Hearing for same.

Notes:

Sponsors: **Enactment Date:**

Attachments: Notice of Public Hearing on Budget, Tax Levy **Enactment Number:**

Contact: **Meeting Date:** 08/04/2015

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/04/2015	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Set a public hearing for 6 p.m. Tuesday, September 8, 2015, in Council Chambers at City Hall; for the proposed budget and proposed tax levies for Fiscal year 2016 for the City of Hattiesburg; authorize publication of Notice of Public Hearing for same.

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

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

Nays: 0

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

ΓEL-No Vote: 0

Text of Legislative File 2015-2058

Title

Set a public hearing for 6 p.m. Tuesday, September 8, 2015, in Council Chambers at City Hall; for the proposed budget and proposed tax levies for Fiscal year 2016 for the City of Hattiesburg; authorize publication of Notice of Public Hearing for same.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

NOTICE OF A PUBLIC HEARING ON THE PROPOSED BUDGET AND PROPOSED TAX LEVIES FOR FISCAL YEAR 2016 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 2016 and on its proposed budget and proposed tax levies for Fiscal year 2016 on Tuesday, September 8, 2015, 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 $169,614,271. Twenty-three percent (23%) or $38,855,013 of such revenue is obtained through ad valorem taxes. For next fiscal year, the proposed budget has total projected revenue of $173,384,422. Of that amount, 23%, or $40,590,625 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 2.10 mills from 112.31 mills to 114.41 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.

A millage rate of 46.27 will produce the same amount of revenue from ad valorem taxes for the City of Hattiesburg as was collected the prior year. The millage rate for the previous year was 47.42.

A millage rate of 63.82 will produce the same amount of revenue from ad valorem taxes for the Hattiesburg Separate School District as was collected the prior year. The millage rate for the previous year was 64.89.

Any citizen of the City of Hattiesburg is invited to attend this public hearing on the proposed budget and tax levies for Fiscal Year 2016 and will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken.

Publish August 7 and 14, 2015.

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: 2015-1995

File ID: 2015-1995 **Type:** Regular Agenda Item **Status:** Passed

Version: 3 **Reference:** **In Control:** City Council

File Created: 06/30/2015

Brief Title: Wage change request 7-7-15 **Final Action:** 09/22/2015

Minute Book Number: MB2015-203, (Tabled)

Title:

Take from the Table and Approve or Deny changes to wages and salaries proposed in accordance with Ordinance 3154 Section III-H, as detailed in attached worksheet.

Notes:

Sponsors: **Enactment Date:**

Attachments: Memo-Pay Increases 7.7.15 **Enactment Number:**

Contact: **Meeting Date:** 09/22/2015

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/07/2015	Table				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to TABLE until the next Council meeting to Approve or Deny changes to wages and salaries proposed in accordance with Ordinance 3154 Section III-H, as detailed in attached worksheet.

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

2	City Council	07/21/2015	Table				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Take from the Table and TABLE to Approve or Deny changes to wages and salaries proposed in accordance with Ordinance 3154 Section III-H, as detailed in attached worksheet.

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

Yeas: 4 - Bradley, Delgado, Carroll, and Dryden

Nays: 0

Absent: 1 - Naylor

Yea: 4 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden

ΓEL-No Vote: 0

3 City Council 08/04/2015 Table Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Take from the Table and TABLE to Approve or Deny changes to wages and salaries proposed in accordance with Ordinance 3154 Section III-H, as detailed in attached worksheet.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 1 - Delgado

Yea: 4 Council Member Bradley
Council Member Carroll
Council Member Dryden
Council Member Naylor

Nay: 1 Council Member Delgado

ΓEL-No Vote: 0

3 City Council 09/22/2015 Approve Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Take from the Table and Approve changes to wages and salaries proposed in accordance with Ordinance 3154 Section III-H, as detailed in attached worksheet. (Deputy Court Clerk Position Only)

Council member Carroll stated that this is for the municipal court position only.

Following 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 2015-1995

Title

Take from the Table and Approve or Deny changes to wages and salaries proposed in accordance with Ordinance 3154 Section III-H, as detailed in attached worksheet.

Summary

Approve or Deny Wage Changes

Budget Information
Expenditure Type
Purchasing Item
Publication Information

City of Hattiesburg
Wage Change Requests
July 7, 2015

Dept Name	Dept No	Existing Pos. No.	New Dept	New Pos. No.	Existing Rate	New Rate	Budget Amendment Required ?	Reason for request
Municipal Court	001015	38-20		238-30	22,880.00	28,080.00	No	Change from Deputy Court Clerk to Accounting Technician in the same dept
Fire	001160	303-23			22,000.00	27,600.00	No	Firefighter recruit to full time firefighter
Fire	001160	303-37			22,000.00	27,600.00	No	Firefighter recruit to full time firefighter

City of Hattiesburg, MS

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

Master

File Number: 2015-2065

File ID:	2015-2065	**Type:**	Regular Agenda Item	**Status:**	Passed
Version:	2	**Reference:**		**In Control:**	City Council
				File Created:	07/29/2015
Brief Title:	Approve or Deny wage changes			**Final Action:**	09/22/2015
				Minute Book Number:	MB2015-238; (TABLE

Title:

Take from the Table and Approve or Deny changes to wages and salaries proposed in accordance with Ordinance 3154 Section III-H, as detailed in attached worksheet.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Memo-Pay Increases 8.4.15.xlsx	**Enactment Number:**	
Contact:		**Meeting Date:**	09/22/2015
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/04/2015	Table				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to TABLE to Approve or Deny changes to wages and salaries proposed in accordance with Ordinance 3154 Section III-H, as detailed in attached worksheet.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 1 - Delgado

Yea:	4	Council Member Bradley Council Member Carroll Council Member Dryden Council Member Naylor
Nay:	1	Council Member Delgado
TEL-No Vote:	0	

2	City Council	09/22/2015	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Take from the Table and Approve changes to wages and salaries proposed in accordance with Ordinance 3154 Section III-H, as detailed in attached worksheet.

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 2015-2065

Title

Take from the Table and Approve or Deny changes to wages and salaries proposed in accordance with Ordinance 3154 Section III-H, as detailed in attached worksheet.

Summary

Approve or Deny wage changes

Budget Information

Expenditure Type

Purchasing Item

Publication Information

City of Hattiesburg
Wage Change Requests
July 7, 2015

Dept Name	Dept No	Existing Pos. No.	New Dept	New Pos. No.	Existing Rate	New Rate	Budget Amendment Required ?	Reason for request
Traffic	001191	268-75	001191	252-32	27,040.00	30,181.00	N	Promotion
Mass Transit	073570	75-11		225-25	27,040.00	30,000.00	N	Promotion from Bus Driver to Crew Supervisor
Police	001100	313-58			39,040.00	40,540.00	N	Professional Development Pay
Fire	001160	350-58		105-30	36,640.00	38,140.00	N	Promotion from Firefighter Relief Driver to Engineer
Fire	001160	105-30		108-16	38,140.00	39,640.00	N	Promotion from Engineer to Lieutenant
Fire	001160	303-40		350-58	27,600.00	29,100.00	N	Promotion from Firefighter to Firefighter Relief Driver
Community Centers	077650	54-13		268-71	18,720.00	20,800.00	N	Promotion from Custodian to Facility Maintenance Repairer
Public Works	001205	266-14	001220	Pending	20,800.00	24,960.00	N	Promotion from Office Assistant to Sustainability Clerk
Fire	001160	349-3			44,640.00	45,140.00	N	Instructor Certification Pay
Fire	001160	13-4			49,140.00	49,640.00	N	Instructor Certification Pay
Fire	001160	13-7			48,140.00	48,640.00	N	Instructor Certification Pay
Fire	001160	349-1			44,140.00	44,640.00	N	Instructor Certification Pay
Fire	001160	108-24			40,640.00	41,140.00	N	Instructor Certification Pay
Fire	001160	108-6			42,640.00	43,140.00	N	Instructor Certification Pay
Fire	001160	105-34			39,640.00	40,140.00	N	Instructor Certification Pay

City of Hattiesburg, MS

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

Master

File Number: 2015-2053

File ID: 2015-2053 **Type:** Regular Agenda Item **Status:** Passed

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

File Created: 07/28/2015

Brief Title: Approve Tenant Based Rental Assistance Contracts **Final Action:** 08/04/2015

Minute Book Number: MB2015-238

Title:

Approve Tenant Based Rental Assistance Contracts with Affordable Southern Homes and authorize the Mayor to execute in duplicate for same.

Notes:

Sponsors: **Enactment Date:**

Attachments: TBRA Agreements, executed TBRA Agreements **Enactment Number:**

Contact: **Meeting Date:** 08/04/2015

Drafter: Clarence Williams **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/04/2015	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Approve Tenant Based Rental Assistance Contracts with Affordable Southern Homes and authorize the Mayor to execute in duplicate for same.

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

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

Nays: 0

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

ΓEL-No Vote: 0

Text of Legislative File 2015-2053

Title

Approve Tenant Based Rental Assistance Contracts with Affordable Southern Homes and

authorize the Mayor to execute in duplicate for same.

Summary

Approve Tenant Based Rental Assistance contracts

Budget Information

Expenditure Type

Purchasing Item

Publication Information

HOME TENANT BASED RENTAL ASSISTANCE CONTRACT

LANDLORD NAME & ADDRESS	UNIT NO. & ADDRESS	TENANT NAME:
Affordable Southern Homes 22Central School Road Hattiesburg, MS 39401 Telephone No. 601-606-0003	#12 862 North Main Street Hattiesburg, MS 39401	Richard Maxwell

This HOME Rental Assistance Contract ("Contract") is entered into between the "City of Hattiesburg, Department of Federal and State Programs" (program administrator) and the Landlord identified above. This Contract applies only to the Tenant family and the dwelling unit identified above.

1. TERM OF THE CONTRACT

The term of this Contract shall begin on _____[1] and end no later than _____.[2] The Contract automatically terminates on the last day of the term of the Lease.

2. SECURITY DEPOSIT[3]

A. The (program administrator) will pay a security deposit to the Landlord in the amount of $ 300.00 . The Landlord will hold this security deposit during the period the Tenant occupies the dwelling unit under the Lease. The Landlord shall comply with state and local laws regarding interest payments on security deposits.

B. After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local law, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the Tenant under the Lease. The Landlord will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the City of Hattiesburg (Office of Federal and States Program).

C. The Landlord shall immediately notify the Office of Federal and States Program when the Tenant has moved from the Contract unit.

3. RENT AND AMOUNTS PAYABLE BY TENANT AND Office of Federal and States Program

A. *Initial Rent.* The first month rent payable to the Landlord for the first month of this Contract is $ 350.00 .

D. *Program Administrator Share of the Rent.* Neither the Office of Federal and States Program nor HUD assumes any obligation for the Tenant's rent, or for payment of any claim by the Owner against the Tenant. The Office of Federal and States Program's obligation is limited to making the rental deposit and first month's rent on behalf of the Tenant in accordance with this Contract.

E. *Payment Conditions.* The right of the owner to receive payments under this Contract shall be subject to compliance with all of the provisions of the Contract. The Landlord shall be paid under this Contract following approval of the City Council of this agreement. The Landlord agrees that the endorsement on the check shall be conclusive evidence that the Landlord received the full amount due for the rental deposit and the first month's rent, and shall be a certification that:

1. the Contract unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease.
2. the Contract unit is leased to and occupied by the Tenant named above in this Contract.
3. the Landlord has not received and will not receive any additional payments as rent for the Contract unit other than those identified in this Contract.

---

[1] Insert the first day of the term of the Lease.

[2] The maximum allowable length of a HOME Coupon Contract is two years.

to the best of the Landlord's knowledge, the unit is used solely as the Tenant's principal place of residence.

4. HOUSING QUALITY STANDARDS AND LANDLORD-PROVIDED SERVICES

A. The Landlord agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 882.109, including all of the services, maintenance and utilities agreed to in the Lease.

B. The Office of Federal and States Program shall have the right to inspect the Contract unit and related facilities at least annually, and at such other times as may be necessary to assure that the unit is in decent, safe, and sanitary condition, and that required maintenance, services and utilities are provided.

C. If the Office of Federal and States Program determines that the Landlord is not meeting these obligations, the program administrator shall have the right, even if the Tenant continues in occupancy, to terminate the Contract and request that the rental deposit be returned to the Office of Federal and States Program.

5. TERMINATION OF TENANCY

The Landlord may evict the Tenant following applicable state and local laws. The Landlord must give the Tenant at least 30 days' written notice of the termination and notify the Office of Federal and States Program in writing when eviction proceedings are begun. This may be done by providing the Office of Federal and States Program with a copy of the required notice to the tenant.

6. FAIR HOUSING REQUIREMENTS

A. *Nondiscrimination*. The Landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status. The obligation of the Landlord to comply with Fair Housing Requirements insures to the benefit of the United States of America, the Department of Housing and Urban Development, and the Office of Federal and States Program, any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the Landlord.

B. *Cooperation in Quality Opportunity Compliance Reviews*. The Landlord shall comply with the Office of Federal and States Program and with HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations.

7. Office of Federal and States Program **AND HUD ACCESS TO LANDLORD RECORDS**

A. The Landlord shall provide any information pertinent to this Contract which the Office of Federal and States Program or HUD may reasonably require.

B. The Landlord shall permit the Office of Federal and States Program) of HUD, or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Contract.

8. RIGHTS OF Office of Federal and States Program **IF LANDLORD BREACHES THE CONTRACT**

A. Any of the following shall constitute a breach of the Contract:

(1) If the Landlord has violated any obligation under this Contract; or

(2) If the Landlord has demonstrated any intention to violate any obligation under this Contract; or

(3) If the Landlord has committed any fraud or made any false statement in connection with the Contract, or has committed fraud or made any false statement in connection with any Federal housing assistance program.

B. The Office of Federal and States Program's right and remedies under the Contract include recovery of payments and termination of the Contract. If the Office of Federal and States Program determines that a breach has occurred, the program administrator may exercise any of its rights or remedies under the Contract. The Office of Federal and States Program shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by the Office of Federal and States Program to the landlord may require the Landlord to take corrective action by a time prescribed in the notice.

C. Any remedies employed by the Office of Federal and States Program in accordance with this Contract shall be effective as provided in a written notice by the Office of Federal and States Program to the Landlord. The Office of Federal and States Program's) exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

9. Office of Federal and States Program **RELATION TO THIRD PARTIES**

A. The Office of Federal and States Program does not assume any responsibility for, or liability to, any person injured as a result of the Landlord's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Landlord.

B. The Landlord is not the agent of the Office of Federal and States Program and this Contract does not create or affect any relationship between the Office of Federal and States Program and any lender to the Landlord, or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Contract.

C. Nothing in this Contract shall be construed as creating any right of the Tenant or a third party (other than HUD) to enforce any provision of this Contract or to asses any claim against HUD, the Office of Federal and States Program or the Landlord under this Contract.

10. CONFLICT OF INTEREST PROVISIONS

A. No employee of the Office of Federal and States Program who formulates policy or influences decisions with respect to the Tenant Based Rental Assistance Program, and no public official or member of a governing body or state of local legislator who exercise his functions or responsibilities with respect to the program shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in this contract or in any proceeds or benefits arising from the Contract or to any benefits which may arise from it.

11. TRANSFER OF THE CONTRACT

The Landlord shall not transfer in any form this Contract without the prior written consent of the Office of Federal and States Program. The Office of Federal and States Program shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to the Office of Federal and States Program) to comply with all terms and conditions of this Contract.

12. ENTIRE AGREEMENT: INTERPRETATION

A. This Contract contains the entire agreement between the Landlord and the program administrator. No changes in this Contract shall be made except in writing signed by both the Landlord and the City of Hattiesburg.

B. The Contract shall be interpreted and implemented in accordance with HUD requirements.

13. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

A. The Landlord warrants the unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 882.109, and that the Landlord has the legal right to lease the dwelling unit covered by this Contract during the Contract term.

HOME Tenant Based Rental Assistance Contract (Page Four)

B. The party, if any, executing this Contract on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

Landlord Name (Type or Print): Affordable Southern Homes	Representative (Type of Print): Mayor Johnny L. DuPree, Ph.D.
(Signature/Date)	(Signature/Date)

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statements or entries, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than $10,000, or imprisoned for not more than five years, or both.

NAME(S): Affordable Southern Homes
ADDRESS: 22Central School Road
Hattiesburg, MS 39401

SIGNATURE OF OWNER DATE

SIGNATURE OF OWNER DATE

HOME TENANT BASED RENTAL ASSISTANCE CONTRACT

LANDLORD NAME & ADDRESS	UNIT NO. & ADDRESS	TENANT NAME:
Affordable Southern Homes 22Central School Road Hattiesburg, MS 39401 Telephone No. 601-606-0003	#21 862 North Main Street Hattiesburg, MS 39401	Arnold Burnside and Brittany Russell

This HOME Rental Assistance Contract ("Contract") is entered into between the "City of Hattiesburg, Department of Federal and State Programs" (program administrator) and the Landlord identified above. This Contract applies only to the Tenant family and the dwelling unit identified above.

1. TERM OF THE CONTRACT

The term of this Contract shall begin on _____[1] and end no later than _____.[2] The Contract automatically terminates on the last day of the term of the Lease.

2. SECURITY DEPOSIT[3]

A. The (program administrator) will pay a security deposit to the Landlord in the amount of $ 300.00 _____. The Landlord will hold this security deposit during the period the Tenant occupies the dwelling unit under the Lease. The Landlord shall comply with state and local laws regarding interest payments on security deposits.

B. After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local law, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the Tenant under the Lease. The Landlord will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the City of Hattiesburg (Office of Federal and States Program).

C. The Landlord shall immediately notify the Office of Federal and States Program when the Tenant has moved from the Contract unit.

3. RENT AND AMOUNTS PAYABLE BY TENANT AND Office of Federal and States Program

A. *Initial Rent*. The first month rent payable to the Landlord for the first month of this Contract is $ 385.00 _____.

D. *Program Administrator Share of the Rent*. Neither the Office of Federal and States Program nor HUD assumes any obligation for the Tenant's rent, or for payment of any claim by the Owner against the Tenant. The Office of Federal and States Program's obligation is limited to making the rental deposit and first month's rent on behalf of the Tenant in accordance with this Contract.

E. *Payment Conditions*. The right of the owner to receive payments under this Contract shall be subject to compliance with all of the provisions of the Contract. The Landlord shall be paid under this Contract following approval of the City Council of this agreement. The Landlord agrees that the endorsement on the check shall be conclusive evidence that the Landlord received the full amount due for the rental deposit and the first month's rent, and shall be a certification that:

1. the Contract unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease.
2. the Contract unit is leased to and occupied by the Tenant named above in this Contract.
3. the Landlord has not received and will not receive any additional payments as rent for the Contract unit other than those identified in this Contract.

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[1] Insert the first day of the term of the Lease.

[2] The maximum allowable length of a HOME Coupon Contract is two years.

to the best of the Landlord's knowledge, the unit is used solely as the Tenant's principal place of residence.

4. HOUSING QUALITY STANDARDS AND LANDLORD-PROVIDED SERVICES

A. The Landlord agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 882.109, including all of the services, maintenance and utilities agreed to in the Lease.

B. The Office of Federal and States Program shall have the right to inspect the Contract unit and related facilities at least annually, and at such other times as may be necessary to assure that the unit is in decent, safe, and sanitary condition, and that required maintenance, services and utilities are provided.

C. If the Office of Federal and States Program determines that the Landlord is not meeting these obligations, the program administrator shall have the right, even if the Tenant continues in occupancy, to terminate the Contract and request that the rental deposit be returned to the Office of Federal and States Program.

5. TERMINATION OF TENANCY

The Landlord may evict the Tenant following applicable state and local laws. The Landlord must give the Tenant at least 30 days' written notice of the termination and notify the Office of Federal and States Program in writing when eviction proceedings are begun. This may be done by providing the Office of Federal and States Program with a copy of the required notice to the tenant.

6. FAIR HOUSING REQUIREMENTS

A. *Nondiscrimination.* The Landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status. The obligation of the Landlord to comply with Fair Housing Requirements insures to the benefit of the United States of America, the Department of Housing and Urban Development, and the Office of Federal and States Program, any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the Landlord.

B. *Cooperation in Quality Opportunity Compliance Reviews.* The Landlord shall comply with the Office of Federal and States Program and with HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations.

7. Office of Federal and States Program **AND HUD ACCESS TO LANDLORD RECORDS**

A. The Landlord shall provide any information pertinent to this Contract which the Office of Federal and States Program or HUD may reasonably require.

B. The Landlord shall permit the Office of Federal and States Program) of HUD, or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Contract.

8. RIGHTS OF Office of Federal and States Program **IF LANDLORD BREACHES THE CONTRACT**

A. Any of the following shall constitute a breach of the Contract:

(1) If the Landlord has violated any obligation under this Contract; or

(2) If the Landlord has demonstrated any intention to violate any obligation under this Contract; or

(3) If the Landlord has committed any fraud or made any false statement in connection with the Contract, or has committed fraud or made any false statement in connection with any Federal housing assistance program.

B. The Office of Federal and States Program's right and remedies under the Contract include recovery of payments and termination of the Contract. If the Office of Federal and States Program determines that a breach has occurred, the program administrator may exercise any of its rights or remedies under the Contract. The Office of Federal and States Program shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by the Office of Federal and States Program to the landlord may require the Landlord to take corrective action by a time prescribed in the notice.

C. Any remedies employed by the Office of Federal and States Program in accordance with this Contract shall be effective as provided in a written notice by the Office of Federal and States Program to the Landlord. The Office of Federal and States Program's) exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

9. Office of Federal and States Program **RELATION TO THIRD PARTIES**

A. The Office of Federal and States Program does not assume any responsibility for, or liability to, any person injured as a result of the Landlord's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Landlord.

B. The Landlord is not the agent of the Office of Federal and States Program and this Contract does not create or affect any relationship between the Office of Federal and States Program and any lender to the Landlord, or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Contract.

C. Nothing in this Contract shall be construed as creating any right of the Tenant or a third party (other than HUD) to enforce any provision of this Contract or to asses any claim against HUD, the Office of Federal and States Program or the Landlord under this Contract.

10. CONFLICT OF INTEREST PROVISIONS

A. No employee of the Office of Federal and States Program who formulates policy or influences decisions with respect to the Tenant Based Rental Assistance Program, and no public official or member of a governing body or state of local legislator who exercise his functions or responsibilities with respect to the program shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in this contract or in any proceeds or benefits arising from the Contract or to any benefits which may arise from it.

11. TRANSFER OF THE CONTRACT

The Landlord shall not transfer in any form this Contract without the prior written consent of the Office of Federal and States Program. The Office of Federal and States Program shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to the Office of Federal and States Program) to comply with all terms and conditions of this Contract.

12. ENTIRE AGREEMENT: INTERPRETATION

A. This Contract contains the entire agreement between the Landlord and the program administrator. No changes in this Contract shall be made except in writing signed by both the Landlord and the City of Hattiesburg.

B. The Contract shall be interpreted and implemented in accordance with HUD requirements.

13. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

A. The Landlord warrants the unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 882.109, and that the Landlord has the legal right to lease the dwelling unit covered by this Contract during the Contract term.

HOME Tenant Based Rental Assistance Contract (Page Four)

B. The party, if any, executing this Contract on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

Landlord Name (Type or Print): Affordable Southern Homes	Representative (Type of Print): Mayor Johnny L. DuPree, Ph.D.
(Signature/Date)	(Signature/Date)

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statements or entries, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than $10,000, or imprisoned for not more than five years, or both.

NAME(S): Affordable Southern Homes
ADDRESS: 22Central School Road
Hattiesburg, MS 39401

SIGNATURE OF OWNER DATE

SIGNATURE OF OWNER DATE

HOME TENANT BASED RENTAL ASSISTANCE CONTRACT

LANDLORD NAME & ADDRESS	UNIT NO. & ADDRESS	TENANT NAME:
Affordable Southern Homes 22Central School Road Hattiesburg, MS 39401 Telephone No. 601-606-0003	#12 862 North Main Street Hattiesburg, MS 39401	Richard Maxwell

This HOME Rental Assistance Contract ("Contract") is entered into between the "City of Hattiesburg, Department of Federal and State Programs" (program administrator) and the Landlord identified above. This Contract applies only to the Tenant family and the dwelling unit identified above.

1. TERM OF THE CONTRACT

The term of this Contract shall begin on _____[1] and end no later than _____.[2] The Contract automatically terminates on the last day of the term of the Lease.

2. SECURITY DEPOSIT[3]

A. The (program administrator) will pay a security deposit to the Landlord in the amount of $ 300.00 _____. The Landlord will hold this security deposit during the period the Tenant occupies the dwelling unit under the Lease. The Landlord shall comply with state and local laws regarding interest payments on security deposits.

B. After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local law, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the Tenant under the Lease. The Landlord will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the City of Hattiesburg (Office of Federal and States Program).

C. The Landlord shall immediately notify the Office of Federal and States Program when the Tenant has moved from the Contract unit.

3. RENT AND AMOUNTS PAYABLE BY TENANT AND Office of Federal and States Program

A. *Initial Rent.* The first month rent payable to the Landlord for the first month of this Contract is $ 350.00 _____.

D. *Program Administrator Share of the Rent.* Neither the Office of Federal and States Program nor HUD assumes any obligation for the Tenant's rent, or for payment of any claim by the Owner against the Tenant. The Office of Federal and States Program's obligation is limited to making the rental deposit and first month's rent on behalf of the Tenant in accordance with this Contract.

E. *Payment Conditions.* The right of the owner to receive payments under this Contract shall be subject to compliance with all of the provisions of the Contract. The Landlord shall be paid under this Contract following approval of the City Council of this agreement. The Landlord agrees that the endorsement on the check shall be conclusive evidence that the Landlord received the full amount due for the rental deposit and the first month's rent, and shall be a certification that:

1. the Contract unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease.
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B. The Office of Federal and States Program shall have the right to inspect the Contract unit and related facilities at least annually, and at such other times as may be necessary to assure that the unit is in decent, safe, and sanitary condition, and that required maintenance, services and utilities are provided.

C. If the Office of Federal and States Program determines that the Landlord is not meeting these obligations, the program administrator shall have the right, even if the Tenant continues in occupancy, to terminate the Contract and request that the rental deposit be returned to the Office of Federal and States Program.

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6. FAIR HOUSING REQUIREMENTS

A. *Nondiscrimination*. The Landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status. The obligation of the Landlord to comply with Fair Housing Requirements insures to the benefit of the United States of America, the Department of Housing and Urban Development, and the Office of Federal and States Program, any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the Landlord.

B. *Cooperation in Quality Opportunity Compliance Reviews*. The Landlord shall comply with the Office of Federal and States Program and with HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations.

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B. The Landlord is not the agent of the Office of Federal and States Program and this Contract does not create or affect any relationship between the Office of Federal and States Program and any lender to the Landlord, or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Contract.

C. Nothing in this Contract shall be construed as creating any right of the Tenant or a third party (other than HUD) to enforce any provision of this Contract or to asses any claim against HUD, the Office of Federal and States Program or the Landlord under this Contract.

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A. No employee of the Office of Federal and States Program who formulates policy or influences decisions with respect to the Tenant Based Rental Assistance Program, and no public official or member of a governing body or state of local legislator who exercise his functions or responsibilities with respect to the program shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in this contract or in any proceeds or benefits arising from the Contract or to any benefits which may arise from it.

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HOME Tenant Based Rental Assistance Contract (Page Four)

B. The party, if any, executing this Contract on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

Landlord Name (Type or Print): Affordable Southern Homes	Representative (Type of Print): Mayor Johnny L. DuPree, Ph.D.
(Signature/Date)	(Signature/Date) 8-4-15

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statements or entries, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than $10,000, or imprisoned for not more than five years, or both.

NAME(S): Affordable Southern Homes
ADDRESS: 22Central School Road
Hattiesburg, MS 39401

SIGNATURE OF OWNER DATE

SIGNATURE OF OWNER DATE

HOME TENANT BASED RENTAL ASSISTANCE CONTRACT

LANDLORD NAME & ADDRESS	UNIT NO. & ADDRESS	TENANT NAME:
Affordable Southern Homes 22Central School Road Hattiesburg, MS 39401 Telephone No. 601-606-0003	#21 862 North Main Street Hattiesburg, MS 39401	Arnold Burnside and Brittany Russell

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B. After the Tenant has moved from the dwelling unit, the Landlord may, subject to state and local law, use the security deposit, including any interest on the deposit, as reimbursement for rent or any other amounts payable by the Tenant under the Lease. The Landlord will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the City of Hattiesburg (Office of Federal and States Program).

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C. Nothing in this Contract shall be construed as creating any right of the Tenant or a third party (other than HUD) to enforce any provision of this Contract or to asses any claim against HUD, the Office of Federal and States Program or the Landlord under this Contract.

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HOME Tenant Based Rental Assistance Contract (Page Four)

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(Signature/Date)	(Signature/Date) 8-4-15

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NAME(S): Affordable Southern Homes
ADDRESS: 22Central School Road
Hattiesburg, MS 39401

SIGNATURE OF OWNER DATE

SIGNATURE OF OWNER DATE

City of Hattiesburg, MS

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

Master

File Number: 2015-2051

File ID: 2015-2051 **Type:** Regular Agenda Item **Status:** Passed

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

File Created: 07/28/2015

Brief Title: Approve TBRA Program Guidelines **Final Action:** 08/04/2015

Minute Book Number: MB2015-238

Title:

Approve the City of Hattiesburg HOME Tenant Based Rental Assistance - Rental Deposit Only Program Guidelines

Notes:

Sponsors: **Enactment Date:**

Attachments: COH TBRA Guidelines **Enactment Number:**

Contact: **Meeting Date:** 08/04/2015

Drafter: Clarence Williams **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/04/2015	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Approve the City of Hattiesburg HOME Tenant Based Rental Assistance - Rental Deposit Only Program Guidelines

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 2015-2051

Title

Approve the City of Hattiesburg HOME Tenant Based Rental Assistance - Rental Deposit

Only Program Guidelines

Summary

Approve the Tenant Based Rental Assistance guidelines

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG HOME
TENANT-BASED RENTAL ASSISTANCE
RENTAL DEPOSIT ONLY
PROGRAM GUIDELINES
AUGUST 2015

INTRODUCTION

The HOME Program is implemented through the United States Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 24, Part 92, of the Code of Federal Regulations (24 CFR 92).

PURPOSE

The City of Hattiesburg Tenant-Based Rental Assistance Program (TBRA) is a response to the high level of rent burden faced by renters in the City. The policies and requirements identified in this plan are consistent with the City's Consolidated Plan.

1. The City of Federal and State Program Community Development Division administers a Tenant Based Rental Assistance program that offers security deposit assistance to eligible individuals and families. The Security Deposit Program will assist low-income individuals and families to secure, decent and safe and sanitary housing. The program will help reduce and prevent homelessness in Hattiesburg by providing the security deposit that will enable individuals and families to lease an affordable rental unit. The security deposit program is an incentive to the tenant to keep the unit in good shape so when moving out of the unit the refundable security deposit is refunded to tenant.

HOME TBRA ELIGIBILITY

A. Eligible Uses

HOME TBRA will be used to undertake one (1) or a combination of the following activities:

• Reasonable planning, administrative and staffing expenses associated with operating a TBRA program, not to exceed ten percent (10%) of the allocation amount (which will be paid from non-HOME funds). TBRA administrative costs are considered general management, oversight, and coordination under 24 CFR 92.207(a).

• Free-standing rental assistance program – where tenants have the option of choosing their own housing.

• Targeted populations – there is a local preferences for special needs groups and persons with or disabilities that can benefit from such services.

• Anti-displacement assistance - TBRA will be used to minimize displacement associated with HOME-funded activities. TBRA will be provided to income-eligible tenants who live in units that will be acquired, demolished or rehabilitated with HOME funds.

B. Ineligible Uses

HOME TBRA funds cannot be used for the following:

• To assist resident owners of cooperative housing that qualifies as homeownership housing (cooperative and mutual housing may qualify as either rental or owner-occupied housing under the HOME Program, depending upon the provisions of the agreement applying to the unit). TBRA may, however, be used by a tenant who is renting from a cooperative unit owner;

• To require or mandate support services for individual recipients as a condition for receiving TBRA assistance;

• Move in cost and credit checks;

• Case management or support services (except can be provided with Affordable Housing funds);

• Allowing portability of TBRA voucher outside of jurisdiction;

• To duplicate existing rental assistance programs that already reduce the tenant's rent payment to 30% of income.

C. Waiting Lists

To implement tenant selection policies in a fair and orderly manner, the will establish a waiting list for families applying for TBRA. The City may choose to establish a separate waiting list for HOME TBRA applicants. Pursuant to 24 CFR 92.209, any persons already on the Section 8 waiting list who receives TBRA assistance, must retain their Section 8 eligibility after receiving HOME TBRA.

D. Assisting Special Needs Populations

HOME TBRA will be used to assist special needs populations. The City will administer a community-wide TBRA program with a local preference for persons with special needs (e.g., persons with disabilities) or for a specific category of individuals with special needs (e.g., chronically mentally ill individuals). A preference may be provided for persons with a particular type of special need, if the specific category of need is identified in the City's Consolidated Plan as having been unmet and the preference is needed to narrow the gap in benefits and services received by such persons.

In conjunction with the TBRA, the subrecipient may offer non-mandatory services appropriate for persons with a particular disability as long as services are also available to all persons with disabilities who can benefit from such services.

E. Tenant Selection

The City's local policies and procedures include a written tenant selection policy that clearly specifies how families to be assisted will be selected. Preference for individuals with disabilities or for a specific category of individuals with disabilities (e.g., persons with chronic mental illness or AIDS), TBRA assistance and the related services will also be available to all persons with disabilities who can benefit from such services. The City may establish other preferences that are not discriminatory in intent or effect. For example, preferences may be established for families whose children may be placed in foster care because of inadequate housing, families with children in foster care who can return to the household only when adequate housing is available, battered spouses, or senior citizens. Local preferences will not be administered in a manner that limits the opportunities of persons based on race, color, religion, sex, national origin, handicap, or familial status. A person given a preference for the TBRA program may not be prohibited from applying for or participating in other available programs or forms of assistance for which he or she might qualify.

TBRA recipients who also have applied for Section 8 assistance retain, for the purpose of the Section 8 waiting list, any tenant selection preference for which they qualified at the time TBRA was provided. For example, a Section 8 applicant who qualified for a tenant selection preference because the family was living in substandard housing would continue to qualify for this preference, even after receiving TBRA in a standard dwelling. This policy enables families to receive TBRA without jeopardizing their opportunity to receive Section 8 assistance in the future.

F. Unit Selection

TBRA holders may select units that are publicly or privately-owned. However, TBRA may not be provided to a family who proposes to rent a unit that receives project-based rental assistance through federal, state or local programs, if the TBRA assistance would lower the household's rent and utility costs to less than 30% of the household income.

G. Rent Reasonableness

Units must rent for a reasonable amount, compared to rents charged for comparable, unassisted units.

A rental lease will be disapproved if the rent is not reasonable, based on rents charged for comparable unassisted units.

H. Housing Quality Standards (HQS)

All units must meet Section 8 Housing Quality Standards (HQS). Inspections will be made at initial occupancy and before any assistance is provided.

2. INCOME, RENT, AND LEASE REQUIREMENTS

A. Income

The City has adopted the Section 8 income definition for determining income eligibility as defined in 24 CFR Part 5, which is based on gross income before deductions.

The City will follow the guidance provided in HUD's Technical Guide for Determining Income and Allowances for the HOME Program manual. HOME funds can only be used to assist low-income families with incomes at or below 80% of area median income as determined by HUD. In addition, for each fiscal year's HOME allocation, 90% of the families assisted with HOME funds for TBRA and other rental activities must have incomes which are at or below 60% of the area median income (see 24 CFR 92.216).

In accordance with the Section 8 program rule at 24 CFR 982.352(c)(6), Section 8 rental assistance voucher and certificate holders cannot receive TBRA under the HOME Program because the two programs would provide duplicative subsidies. HOME TBRA recipients who are offered a Section 8 voucher or certificate must relinquish HOME assistance, if they wish to accept the Section 8 assistance. Similarly, a family currently receiving Section 8 rental assistance may not accept HOME TBRA without relinquishing the Section 8 assistance.

Also, a family cannot receive HOME TBRA if they are receiving rental assistance under another Federal program (e.g., Section 521 of the Housing Act of 1949 provided through the Rural Housing Service) or a State or local rental assistance program, if the HOME subsidy would result in duplicative subsidies to the family. In addition, HOME TBRA should not be provided to a family who proposes to rent a unit that receives project-based rental assistance through Federal, State or local programs, if the HOME assistance would provide a duplicative subsidy.

Income and eligibility determinations for a newly-participating tenant remain valid for up to six months. Income eligibility criteria must be met. Special needs populations are not presumed to be low-income.

HOME funds may only be used to assist families with incomes at or below 80% of area median income.

Rents

Rents in HOME-assisted units must meet the requirements of 24 CFR 92.252. When a family that receives HOME TBRA resides in a HOME-assisted unit, the maximum rental assistance subsidy is the difference between the HOME rent and 30% of the family's adjusted monthly income.

The maximum amount of subsidy the City may provide to a family is the difference between 30% of the family's monthly adjusted income and the payment standard established by the City for the size of unit the family will occupy. The City's contribution toward rent may vary.

Payment Standard

The payment standard will be established by unit size and will be no less than 80 percent of the published Fair Market Rent (FMR), and no more than the published FMR or HUD approved community-wide exception rent in effect. The Section 8 Existing Housing Fair Market Rent can be found at www.hudclips.org.

E. Lease Requirements

HOME TBRA payments will be made to the unit owner not the tenant. The term of the rental assistance contract must begin on the first day of the lease. For a rental assistance contract between the subrecipient and an owner, the term of the contract must end upon termination of the lease. If a subrecipient makes payments directly to the family, that agreement need not end upon termination of the lease, but no payments may be made after termination of the lease until the family enters into a new lease. The term of the lease between the tenant and the owner must be at least one year, unless mutually agreed otherwise.

The term of the lease between a tenant and the owner must be for no less than one (1) year, unless another term is mutually agreed upon by the tenant and the owner. The lease may not contain any of the following terms (see 24 CFR 92.253(b)):

• agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;

• agreement by the tenant that the owner may take, hold or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the

tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. In that case, the owner may dispose of this personal property in accordance with state law;

• agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or the failure to act, whether intentional or negligent;

• agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;

• agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense or before a court decision on the rights of the parties;

• agreement by the tenant to waive any right to a trial by jury;

• agreement by the tenant to waive the tenant's right to appeal or to otherwise challenge in court a decision in connection with the lease;

• agreement by the tenant to pay attorney fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

Eligible Units

The City will use occupancy standards that will be used to determine the unit size (i.e. number of bedrooms) that TBRA families of various sizes and composition will be permitted to occupy. The City's standards for occupancy are those set out in the Section 8 Housing Quality Standards (HQS). At the time that it is approved for TBRA, the family will be counseled regarding the size of the unit for which it is approved, whether it will be permitted to select a unit that is larger or smaller than the approved unit size and what the consequences of such a decision will be with respect to the family's monthly contribution toward rent. The City may refer the TBRA family to suitable units. However, the City must inform the family that it is not obligated to select a referral unit.

Rental units are selected by the tenant, and:
• may be owned by the subrecipient, a public housing authority or another public entity or be privately owned housing;

• may include units developed or rehabilitated with HOME assistance;

• may be transitional housing units, if the lease terms meet the minimum lease requirements;

• must not be units receiving public or Indian housing assistance, any Section 8 rent subsidies, or any other Federal, State or local subsidy that provides a duplicative subsidy to the HOME TBRA recipient or the unit which they propose to rent; and

• if part of a cooperative, must be rented from the owner of the cooperative unit. HOME TBRA cannot be used to pay cooperative shares if the cooperative membership is considered ownership under HOME.

City of Hattiesburg, MS

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

Master

File Number: 2015-2066

File ID:	2015-2066	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	07/29/2015
Brief Title:	Maintenance			**Final Action:**	
				Minute Book Number:	MB2015-241

Title: Authorize Mayor to execute Maintenance Contract between The City of Hattiesburg and CDW-G for Unitrends Annual Support.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	unitrendssupport	**Enactment Number:**	
Contact:		**Meeting Date:**	08/04/2015
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/04/2015					

Text of Legislative File 2015-2066

Title

Authorize Mayor to execute Maintenance Contract between The City of Hattiesburg and CDW-G for Unitrends Annual Support.

Summary

Annual Support for Unitrends Backup System

Budget Information

001091.6365 $4,365.21

Expenditure Type

Regular Budget Item

CDW·G

CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
GJML439	267010	7/28/2015

BILL TO:
CITY of HATTIESBURG
PO Box 1898

Accounts Payable
Hattiesburg , MS 39403-1898

Customer Phone #

SHIP TO:
CITY OF HATTIESBURG
Attention To: INFORMATION TEC
200 FORREST ST FL 1

HATTIESBURG , MS 39401-3451
Contact: ROBERT
FRIEND 601.545.4561

Customer P.O. # GJML439 QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
ADAM PRATHER 877.590.6793	ELECTRONIC DISTRIBUTION	Net 30 Days-Govt State/Local	GOVT-EXEMPT

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	3532247	UNITRENDS 1YR SUP RNW RECOVERY-822 Mfg#: R-RC822 Contract: MARKET Electronic distribution - NO MEDIA	4,361.25	4,361.25
		SUBTOTAL		4,361.25
		FREIGHT		0.00
		TAX		0.00

US Currency

TOTAL 4,361.25

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.7772

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

City of Hattiesburg, MS

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

Master

File Number: 2015-2038

File ID:	2015-2038	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	07/23/2015
Brief Title:	Donation from Forrest County for sidewalks			**Final Action:**	
				Minute Book Number:	MB2015-241

Title:

Acknowledge donation from Forrest County, in the amount of Thirty Thousand Dollars ($30,000.00) to the City of Hattiesburg to be placed in the Road and Bridge Fund for sidewalks on 34th Ave.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Receipt	**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	08/04/2015					

Text of Legislative File 2015-2038

Title

Acknowledge donation from Forrest County, in the amount of Thirty Thousand Dollars ($30,000.00) to the City of Hattiesburg to be placed in the Road and Bridge Fund for sidewalks on 34th Ave.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

No. 62759
7/22/15

City of Hattiesburg

30,000.00

RECEIVED FROM FORREST COUNTY
THIRTY THOUSAND AND 00/100 ********** Dollars
Check - Number 45440
30,000.00

ACCOUNT OF SIDEWALKS S 34TH AVE.

072072.2707

FOR CREDIT OF: TFB/072 ROAD & BRIDGE

Deputy Tax Collector

City of Hattiesburg, MS

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

Master

File Number: 2015-2039

File ID:	2015-2039	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	07/23/2015
Brief Title:	Assistance to Firefighters Grant			**Final Action:**	
				Minute Book Number:	MB2015-241

Title:

Acknowldege receipt of Assistance to Firefighters Grant from Homeland Security in the amount of $25,000.00. with a required cost match from the City of Hattiesburg in the amount of $2,566.00.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Assistance to Firefighters Grant	**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	08/04/2015					

Text of Legislative File 2015-2039

Title

Acknowldege receipt of Assistance to Firefighters Grant from Homeland Security in the amount of $25,000.00. with a required cost match from the City of Hattiesburg in the amount of $2,566.00.

Summary

Acknowledgement of Grant

Budget Information

Expenditure Type

Purchasing Item

Publication Information

SECTION 1 (TO BE COMPLETED BY PAYEE)

Standard Form 1199A - Direct Deposit Sign-Up Form

OMB No 151-0007

A ORGANIZATION NAME
Hattiesburg Fire Department

ADDRESS (*street, route, P.O. Box, APO/FPO*)
200 Forrest Street

CITY	STATE	ZIPCODE
Hattiesburg	Mississippi	39401 -3451

B NAME OF PERSON(S) ENTITLED TO PAYMENT
Waits Sharon

C CLAIM OR PAYROLL ID NUMBER
Prefix 64-6000432 Suffix

D TYPE OF DEPOSITOR ACCOUNT
Checking

E DEPOSITOR ACCOUNT NUMBER
4800126805

F TYPE OF PAYMENT
Other, Grant Award
EMW-2014-FO-06387

G THIS BOX FOR ALLOTMENT OF PAYMENT ONLY (if applicable)

TYPE AMOUNT

PAYEE/JOINT PAYEE CERTIFICATION

I certify that I am entitled to the payment identified above. In signing this form, authorize my payment to be sent to the financial institution named below to be deposited to the designated account.

SIGNATURE Sharon Waits DATE 4/29/15

SIGNATURE DATE / /

JOINT ACCOUNT HOLDERS' CERTIFICATION (optional)

I certify that I have read and understood the instructions, including the SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS.

SIGNATURE DATE / /

SIGNATURE DATE / /

SECTION 2

GOVERNMENT AGENCY NAME

Federal Emergency Management Agency

GOVERNMENT AGENCY ADDRESS

Attn: Assistance to Firefighters Grant Program
Grants Management Branch, Room 350, 500 C Street S.W., Washington, D. C. 20472

SECTION 3 (TO BE COMPLETED BY FINANCIAL INSTITUTION)

NAME AND ADDRESS OF FINANCIAL INSTITUTION
Trustmark National Bank
P.O. Box 1071
Hattiesburg MS 39403

ROUTING NUMBER
065300279

CHECK DIGIT

DEPOSITOR ACCOUNT TITLE
City of Hattiesburg

FINANCIAL INSTITUTION CERTIFICATION

I confirm the identity of the above-named payee(s) and the account number and title. As representative of the above-named financial institution, I certify that the financial institution agrees to

receive and deposit the payment identified above in accordance with 31 CFR Parts 240, 209, and 210.

PRINT OR TYPE REPRESENTATIVE'S NAME	SIGNATURE OF REPRESENTATIVE	TELEPHONE NUMBER	DATE
Melody G Tate	Melody G Tate	6015835241	04/29/15

U.S. Department of Homeland Security
Washington, D.C. 20472

FEMA

Mr. Barry Collins
Hattiesburg Fire Department
200 Forrest Street
Hattiesburg, Mississippi 39401-3451

Re: Award No.EMW-2014-FO-06387

Dear Mr. Collins:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2014 Assistance to Firefighters Grant has been approved in the amount of $25,662.00. As a condition of this award, you are required to contribute a cost match in the amount of $2,566.00 of non-Federal funds, or 10 percent of the Federal contribution of $25,662.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2014 Assistance to Firefighters Grant Funding Opportunity Announcement.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at https://www.sam.gov/portal/public/SAM/. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to https://portal.fema.gov to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion

of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,



Brian E. Kamoie
Assistant Administrator for Grant Programs

Summary Award Memo

SUMMARY OF ASSISTANCE ACTION
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM
Application

INSTRUMENT:	GRANT
AGREEMENT NUMBER:	EMW-2014-FO-06387
GRANTEE:	Hattiesburg Fire Department
DUNS NUMBER:	079448130
AMOUNT:	$28,228.00, Operations and Safety

Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

12-MAY-15 to 11-MAY-16

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	$20,000.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$1,760.00
Contractual	$6,468.00
Construction	$0.00
Other	$0.00
Indirect Charges	$0.00

State Taxes	$0.00
Total	$28,228.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)

At the time of the approval of this award Hattiesburg Fire Department, has an ACTIVE SAM registration that expires on 12/11/2015.

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist:
Sharon Cargo
Sharon.Cargo@fema.gov

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)

Agreement Articles

FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety

GRANTEE: Hattiesburg Fire Department

PROGRAM: Operations and Safety

AGREEMENT NUMBER: EMW-2014-FO-06387

AMENDMENT NUMBER:

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Article XXXVIII	Acceptance of Post Award Changes

I. **Assurances, Administrative Requirements and Cost Principles**

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements and cost principles that apply to DHS award recipients originate from:

2 C.F.R. Part 200, *Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 C.F.R. Part 3002.

II. **Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

III. **Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

IV. **Age Discrimination Act of 1975**

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

V. **Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

VI. **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

VII. **Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VIII. **Civil Rights Act of 1968**

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

IX. **Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

X. **Debarment and Suspension**

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

XI. **Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 *et seq*.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

XII. **Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

XIII. **Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

XIV. **Reporting Subawards and Executive Compensation**

a. Reporting of first-tier subawards.

1. *Applicability*. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov.*

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify.*

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is $25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at *https://www.sam.gov.*

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and

subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.,* between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions
If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

XV. **False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

XVI. **Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

XVII. **Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. **Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. §2225.

XIX. **Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)**

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against*

National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XX. **Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal.

XXI. **Non-supplanting Requirement**

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statues for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

XXII. **Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

XXIII. **Procurement of Recovered Materials**

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXIV. **Contract Provisions for Non-federal Entity Contracts under Federal Awards**

a. Contracts for more than the simplified acquisition threshold set at $150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of $10,000.

All recipients that have contracts exceeding $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

XXV. **SAFECOM**

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXVI. **Terrorist Financing E.O. 13224**

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

XXVII. **Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq*.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

XXVIII. **Trafficking Victims Protection Act of 2000**

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance,

Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

XXIX. **Rehabilitation Act of 1973**

All recipients of must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XXX. **USA Patriot Act of 2001**

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

XXXI. **Use of DHS Seal, Logo and Flags**

All recipients must obtain DHS's approval prior to using the DHS seal (s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXII. **Whistleblower Protection Act**

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

XXXIII. **DHS Specific Acknowledgements and Assurances**

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities,

personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

XXXIV. System of Award Management and Universal Identifier Requirements

A. Requirement for System of Award Management

Unless exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.

2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. *System of Award Management(SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at *http://www.sam.gov*).

2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

3. *Entity,* as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

a. A Governmental organization, which is a State, local government, or Indian Tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization; and

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward:*

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

XXXV. **Animal Welfare Act of 1966**

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be

provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

XXXVI. **Protection of Human Subjects**

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

XXXVII. **Incorporation by Reference of Funding Opportunity Announcement**

The Funding Opportunity Announcement for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Funding Opportunity Announcement.

XXXVII. **Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. If you have questions about these procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to firegrants@dhs.gov.

FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2014-FO-06387	0	64-6000432	AWARD	W494333N

6. RECIPIENT NAME AND ADDRESS	7. ISSUING OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Hattiesburg Fire Department 622 Corinne Street Hattiesburg Mississippi, 39401-3434	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: Rosalie Vega	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF PROJECT COORDINATOR	PHONE NO.
Barry Collins	6015454650	Catherine Patterson	1-866-274-0960

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD
12-MAY-15	SF-270	Cost Sharing	From:12-MAY-15 To:11-MAY-16 Budget Period From:23-JAN-15 To:30-SEP-15

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2015-F4-C111-P4310000-4101-D	$0.00	$25,662.00	$25,662.00	$2,566.00
		TOTALS	$0.00	$25,662.00	$25,662.00	$2,566.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
Rosalie Vega

DATE
07-MAY-15

Go Back

City of Hattiesburg, MS

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

Master

File Number: 2015-2045

File ID: 2015-2045 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 07/28/2015

Brief Title: Acknowledge receipt of the unadvertised bid purchase docket for the period of June 30, 2015 through July 27, 2015

Final Action:

Minute Book Number: MB2015-241

Title:

Acknowledge receipt of the unadvertised bid purchase docket for the period of June 30, 2015 through July 27, 2015 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Notes:

Sponsors:

Enactment Date:

Attachments: 08-04-UAB Docket

Enactment Number:

Contact:

Meeting Date: 08/04/2015

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/04/2015					

Text of Legislative File 2015-2045

Title

Acknowledge receipt of the unadvertised bid purchase docket for the period of June 30, 2015 through July 27, 2015 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Summary

Acknowledge receipt of the unadvertised bid purchase docket for the period of June 30, 2015 through July 27, 2015

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*

MEMORANDUM

TO: Mayor and Council

FROM: Michael Pope, Purchasing Department

DATE: July 28, 2015

SUBJECT: Unadvertised Bid Docket Acknowledgment

Attached is the purchase docket for the period of June 30, 2015, through July 27, 2015 covering purchases requiring the obtaining of a minimum of two bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review and acknowledgment on the minutes of the City Council. Should there be any questions, please do not hesitate to contact my office.

MAP

CITY OF HATTIESBURG UNADVERTISED BID PURCHASES
JUNE 30, 2015 - JULY 27, 2015

SUCCESSFUL BID/ OTHER BID	BID RECEIVED	BID AWARDED	BID AMOUNT	PURCHASE ORDER	ITEM DESCRIPTION
MCCOOL CONSTRUCTION	06/30/15	06/30/15	31,450.00	153286	HOT THERMOPLASTIC MARKINGS ON LINCOLN RD &
LANE LINE LLC	06/30/15	06/30/15	46,100.00		
CERTIFIED LABORATORIES	06/30/15	06/30/15	19,690.00	153291	CHEMICALS FOR CITYWIDE USE
MANTEK	06/30/15	06/30/15	20,680.00		
OTTO ENVIRONMENTAL SYS NA(CONTAINER)	07/07/15	07/07/15	49,608.00	153435	RECYCLING BINS
SANSOM EQUIPMENT CO	07/07/15	07/07/15	56,400.00		
LEWIS ELECTRIC	07/08/15	07/08/15	35,353.00	153485	TRAFFIC SIGNAL @ BARTUR/BROADWAY INTERSECTI
POWELL CONSTRUCTION SERVICES INC	07/08/15	07/08/15	50,525.00 *		
RJM MCQUEEN CONTRACTING INC	07/22/15	07/22/15	13,195.00	153903	ADA COMPLIANCE SIDEWALKS/RAMPSON MCLEOD AND
BARNETT CONCRETE WORK LLC (BCW)	07/22/15	07/22/15	32,000.00		
RJM MCQUEEN CONTRACTING INC	07/22/15	07/22/15	38,621.00	153904	MAMIE ST. SIDEWALKS
BARNETT CONCRETE WORK LLC (BCW)	07/22/15	07/22/15	65,000.00		
TAPCO	07/24/15	07/24/15	16,135.00 **	154007	SCHOOL ZONE SIGNS
CUSTOM PRODUCTS CORP	07/24/15	07/24/15	19,135.00		

*- Approved by Council as construction projects (July 7th & 21st Meetings)

**- Purchase Order voided to be redone

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 - 06/30/15

PO No. - 153286

Req No. - 2217

VENDOR MAILING:
J L MCCOOL CONTRACTORS INC
2100 14TH ST
PO BOX 1765
PASCAGOULA MS 39568-1765

WILLIAMS, TERESA (601) 5454626
MINUTE BOOK # PENDING
VENDOR # 00017431

SHIP TO :
CITY OF HATTIESBURG
TRAFFIC
125 WALNUT ST
HATTIESBURG MS 39401

PROCESSING CODE:

SEND METHOD 1 (228)7699773

PROJECT LINE: HOT THERMOPLASTIC MARKINGS ON LINCOLN RD & EDDY ST

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001201.6360.99	LINCOLN RD HOT THERMOPLASTIC MARKINGS MDOT SPEC FOR 60/90/120 MIL DOES NOT INCLUDE RAISED PAVEMENT MARKERS, NOT INCLUDED CLEANING OF ROAD PRIOR TO PLACEMENT OF MARKINGS, NOT INCLUDED REMOVAL OF ANY TAPE/CHIP SEAL MARKERS-PLEASE HAVE BIDS IN BY TUESDAY, JUNE 23, 2015 BY 3:30P.M	1.00	EA	9,900.0000	9,900.00
001201.6360.99	EDDY ST HOT THERMOPLASTIC MARKINGS MDOT SPEC FOR 0/90/120 MIL	1.00	EA	21,550.0000	21,550.00

CITY OF HATTIESBURG MISSISSIPPI 1884

TOTAL CONTRACT AMOUNT NOT TO EXCEED 31,450.00

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

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

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

KERMAS EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 6/19/15
Order Number . . 2217 00

J L MCCOOL CONTRACTORS IN
2100 14TH ST
PO BOX 1765
PASCAGOULA MS 39568-1765

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Richard D. McCool

SIGNATURE [signature] DATE 6-19-15

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: HOT THERMOPLASTIC MARKINGS ON LINCOLN RD & EDDY ST

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
LINCOLN RD HOT THERMOPLASTIC MARKINGS MDOT SPEC FOR 60/90/120 MIL DOES NOT INCLUDE RAISED PAVEMENT MARKERS. NOT INCLUDED CLEANING OF ROAD PRIOR TO PLACEMENT OF MARKINGS. NOT INCLUDED REMOVAL OF ANY TAPE/CHIP SEAL MARKERS-PLEASE HAVE BIDS IN BY TUESDAY, JUNE 23, 2015 BY 3:30P.M	06/19/15	1.00	EA	$9,900.00			
EDDY ST HOT THERMOPLASTIC MARKINGS MDOT SPEC FOR 60/90/120 MIL	06/19/15	1.00	EA	$21,550.00			

TOTAL BID PRICE $31,450.00

W L Sanders

RECEIVED
JUN 23 2015
Verlina Underwood
AWARDED

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 6/19/15
Order Number . . 2217 OQ

LANE LINE LLC
1353 FLOWOOD DR #L
FLOWOOD MS 39232-2702

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Dale Blalock

SIGNATURE Dale Blalock DATE 6/23/15

Phone Number . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: HOT THERMOPLASTIC MARKINGS ON LINCOLN RD & EDDY ST

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
LINCOLN RD HOT THERMOPLASTIC MARKINGS MDOT SPEC FOR 60/90/120 MIL DOES NOT INCLUDE RAISED PAVEMENT MARKERS, NOT INCLUDED CLEANING OF ROAD PRIOR TO PLACEMENT OF MARKINGS, NOT INCLUDED REMOVAL OF ANY TAPE/CHIP SEAL MARKERS-PLEASE HAVE BIDS IN BY TUESDAY, JUNE 23, 2015 BY 3:30P.M	06/19/15	1.00	EA	28,500.00	28,500.00	7/2015	11/2015
EDDY ST HOT THERMOPLASTIC MARKINGS MDOT SPEC FOR 60/90/120 MIL	06/19/15	1.00	EA	17,600.00	17,600.00	7/2015	11/2015

TOTAL BID PRICE $ 46,100.00

RECEIVED
JUN 23 2015

06-23-15;08:42AM; ;601 993 1680 # 3/ 3

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 - 06/30/15

PO No. - 153291

Req No. - 2221

VENDOR MAILING:
CERTIFIED LABORATORIES
ATTN ED ASSAF
1004 RICHBURG RD
HATTIESBURG MS 39402-9054

MOORE, KIMBERLY (601) 5828594

VENDOR # 90001197

SHIP TO :
CITY OF HATTIESBURG
PUBLIC WORKS DEPT
1202 JAMES STREET
HATTIESBURG MS 39401

PROCESSING CODE:

SEND METHOD 1 (601)5832426

PROJECT LINE: CHEMICALS FOR CITYWIDE USE

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001250.5130	TRAILBLAZER gallons	220.00	EA	89.5000	19,690.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 19,690.00

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

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

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

KERMAS EATON
CITY CLERK

43590

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 6/23/15
Order Number . . 2221 QQ

CERTIFIED LABORATORIES
ATTN ED ASSAF
1004 RICHBURG RD
HATTIESBURG MS 39402-9054

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Ed Assaf

Phone Number . . 601 5454512

SIGNATURE Ed Assaf DATE 6-23-15

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CHEMICALS FOR CITYWIDE USE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
TRAILBLAZER gallons	06/23/15	220.00	EA	89.50	19,690	6-29	10-31

TOTAL BID PRICE 19,690

RECEIVED
JUN 30 2015
Melissa Underwood
AWARDED

06/23/2015 TUE 14:12 FAX 6015456661 Hattiesburg Purchasing
06/23/2015 TUE 9:56 FAX 6015456661 Hattiesburg Purchasing

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 6/23/15
Order Number . . 2221 OQ

MANTEk
PO BOX 660196
DALLAS TX 75266-0196

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME NANCY SURLEY

SIGNATURE Nancy Surley DATE 6/23/15

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CHEMICALS FOR CITYWIDE USE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
TRAILBLAZER gallons	06/23/15	220.00	EA	94.00 GAL	20,680.00	6/30	6/30/15

TOTAL BID PRICE $20,680.00

RECEIVED
JUN 30 2015

06/23/2015 13:46 9724920754 MANTEK
06/23/2015 TUE 9:54 FAX 6015456661 Hattiesburg Purchasing

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 - 07/07/15

PO No. - 153435

Req No. - 2222

VENDOR MAILING:
OTTO ENVIRONMENTAL SYSTEMS NA INC
12700 GENERAL DR
CHARLOTTE NC 28273-6415

HARRIS, MARIE (601) 5454647
MINUTE BOOK # PENDING
VENDOR # 90087303

SHIP TO :
CITY OF HATTIESBURG
PUBLIC WORKS DEPT
1202 JAMES STREET
HATTIESBURG MS 39401

PROCESSING CODE:

SEND METHOD 1 (704)5889370

PROJECT LINE: RECYCLING BINS

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001220.7399	65 EDGE CARTS 65-GAL EDGE CART 44 BLUE BASE/44 BLUE LID INJECTION MOLDED WHEELS METAL LIFT BAR HOT STAMPED CITY OF HATTIESBURG LOGO ON 2 SIDES EXPECTED DELIVERY DATE WITHIN 90 TO 120 DAYS	1200.00	EA	41.3400	49,608.00

CITY OF HATTIESBURG MISSISSIPPI 1884

TOTAL CONTRACT AMOUNT NOT TO EXCEED 49,608.00

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

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

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

KERMAS EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 6/24/15
Order Number . . 2222 00

OTTO ENVIRONMENTAL SYSTEM
12700 GENERAL DR
CHARLOTTE NC 28273-6415

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Otto Environmental Systems (NC), LLC

SIGNATURE [signature] DATE July 1, 2015

Anthony Todaro, CFO

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: RECYCLING BINS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
65 EDGE CARTS 65E EDGE CART 44 BLUE BASE/44 BLUE LID INJECTION MOLDED WHEELS METAL LIFT BAR HOT STAMPED CITY OF HATTIESBURG LOGO ON 2 SIDES EXPECTED DELIVERY DATE WITHIN 90 TO 120 DAYS	06/24/15	1200.00	EA	$41.34	$49,608.00	120 days ARO	180 days

TOTAL BID PRICE $49,608.00

RECEIVED
JUL - 7 2015
Verlina Underwood
AWARDED

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 6/24/15
Order Number . . 2222 OQ

SANSOM EQUIPMENT CO
PO BOX 360041
BIRMINGHAM AL 35236

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Josh Stringer

SIGNATURE [signature] DATE 6/24/15

Phone Number . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: RECYCLING BINS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
65 EDGE CARTS 65E EDGE CART 44 BLUE BASE/44 BLUE LID INJECTION MOLDED WHEELS METAL LIFT BAR HOT STAMPED CITY OF HATTIESBURG LOGO ON 2 SIDES EXPECTED DELIVERY DATE WITHIN 90 TO 120 DAYS	06/24/15	1200.00	EA	47.00	56,4000	6-8 weeks	7-31-15

TOTAL BID PRICE 56,400.00

RECEIVED
JUL -7 2015

1/1)3 06-24-2015 15:52:04 company fax 2516313768

City of Hattiesburg, MS

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

Master

File Number: 2015-2062

File ID:	2015-2062	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	07/29/2015
Brief Title:	Certificate of Attendance			**Final Action:**	
				Minute Book Number:	MB2015-241

Title:
Acknowledge receipt from I'nes Faye Hicks Certificate of Attendance of the Municipal Court Clerks Statewide Seminar.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Certificate-Hicks	**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	08/04/2015					

Text of Legislative File 2015-2062

Title

Acknowledge receipt from I'nes Faye Hicks Certificate of Attendance of the Municipal Court Clerks Statewide Seminar.

Summary

Acknowledgement of attendance

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MISSISSIPPI JUDICIAL COLLEGE

Certificate of Attendance

The University of Mississippi Law Center

Awards this Certificate to

I'Nes Hicks

for having attended the

Municipal Court Clerk Seminar

Jackson Marriott ~ Jackson, Mississippi

September 10 -12, 2014

conducted by the

Mississippi Judicial College

Linda E. Beasley
Program Manager

WTW
Director

City of Hattiesburg, MS

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

Master

File Number: 2015-2040

File ID: 2015-2040 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 07/24/2015

Brief Title: Permanent Utility Easement Amhad R. Lewis, approve offer, authorize payment, acknowledge easement; authorize record

Final Action:

Minute Book Number: MB2015-241

Title:

Approve fair market value offer and just compensation to Amhad R. Lewis for property at Lot 14, Block 20, Hattiesburg Heights Proper, City of Hattiesburg, Forrest County, MS (Tax Parcel No: 2-029M-09-489.00) for a permanent utility easement for construction and maintenance of proposed sewer line (comSWIP Ph VII); Authorize manual check for same in the amount of Five Hundred and no/100 Dollars ($ 500.00).; Acknowledge receipt of easement; Authorize City Clerk to record with Forrest County.

Notes:

Sponsors: **Enactment Date:**

Attachments: Amhad R. Lewis easement **Enactment Number:**

Contact: **Meeting Date:** 08/04/2015

Drafter: Janet Beech **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/04/2015					

Text of Legislative File 2015-2040

Title

Approve fair market value offer and just compensation to Amhad R. Lewis for property at Lot 14, Block 20, Hattiesburg Heights Proper, City of Hattiesburg, Forrest County, MS (Tax Parcel No: 2-029M-09-489.00) for a permanent utility easement for construction and maintenance of proposed sewer line (comSWIP Ph VII); Authorize manual check for same in the amount of Five Hundred and no/100 Dollars ($ 500.00).; Acknowledge receipt of easement; Authorize City Clerk to record with Forrest County.

Summary

Approve offer to Amhad R. Lewis for permanent utility easement; authorize payment; acknowledge receipt of easement; authorize record

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Grantee, prepared by and return to:	**Grantor Address:**
City of Hattiesburg	Amhad R. Lewis
Dept of Engineering	3 Findlay Street
P O Box 1898	Hattiesburg, MS 39402
Hattiesburg, MS 39403-1898	
Phone: (601) 544-4540	**Phone:**
Account No.	**Business No.**

PERMANENT UTILITY EASEMENT

INDEXING INSTRUCTIONS: Lot 14, Block 20
Hattiesburg Heights Proper
City of Hattiesburg
Forrest County, Mississippi

Shows, Dearman and Waits, Inc.
Consulting Engineers
Project No.: 1273-S008
County Tax Parcel No.: 2-029M-09-489.00

THE STATE OF MISSISSIPPI

County of Forrest

City of Hattiesburg

For and in consideration of Five Hundred and 00/100 Dollars ($500.00), 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 Forrest, State of Mississippi:

A part of Lot 14, Block 20 of Hattiesburg Heights Proper Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi as per Map or Plat thereof on file in the Office of the Chancery Clerk of said Forrest County, and being more particularly described as follows:

- **Beginning** at the Southwest Corner of said Lot 14 and a Point on the North Right of Way Line of Adeline Street Circle, a paved public roadway,
- thence run North along the West Line of said Lot 14 for 15.00 feet,
- thence run East for 30.00 feet,
- thence run South for 15.00 feet to a Point on said North Right of Way Line,
- thence run West along said North Right of Way Line for 30.00 feet to the **Point of Beginning**,
- comprising **0.01 Acres (450 Square Feet)**, more or less..

See Exhibit "A"

The above described parcel being a Permanent Utility Easement crossing the Real Property in the County of Forrest Land Records, Deed Book 1132, Page 528, County Tax Parcel No. 2-029M-09-489.00.

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 (my) (our) signature(s) this the 28th day of April AD, 2015

4/28/2015

Amhad Lewis

Signature/Date:
Print Name:

Signature/Date:
Print Name:

STATE OF ~~MISSISSIPPI~~ Georgia

COUNTY OF Hall

Personally appeared before me, the undersigned authority in and for the said County and State, on this 28th day of April, 2015, within my jurisdiction, the within named Amhad Lewis and _____, _____ who

Instrument Signer Name

Instrument Signer Name

Instrument Signer Name

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.

_____ (NOTARY PUBLIC)

(SEAL)

My commission expires: Jan. 14, 2019

MONIKA B CUELLAR
Notary Public - State of Georgia
Gwinnett County
My Commission Expires Jan 14, 2019

EXHIBIT 'A'
SEWER EASEMENT
TAX PARCEL No. 2-029M-09-489.00

DATE: FEBRUARY 17, 2015
SCALE: 1" = 40'

BEARINGS ARE BASED ON RECORD BEARING OF THE SOUTH PROPERTY LINE OF LOT 14, BLOCK 20, HATTIESBURG HEIGHTS PROPER SUBDIVISION, FORREST COUNTY, MISSISSIPPI.

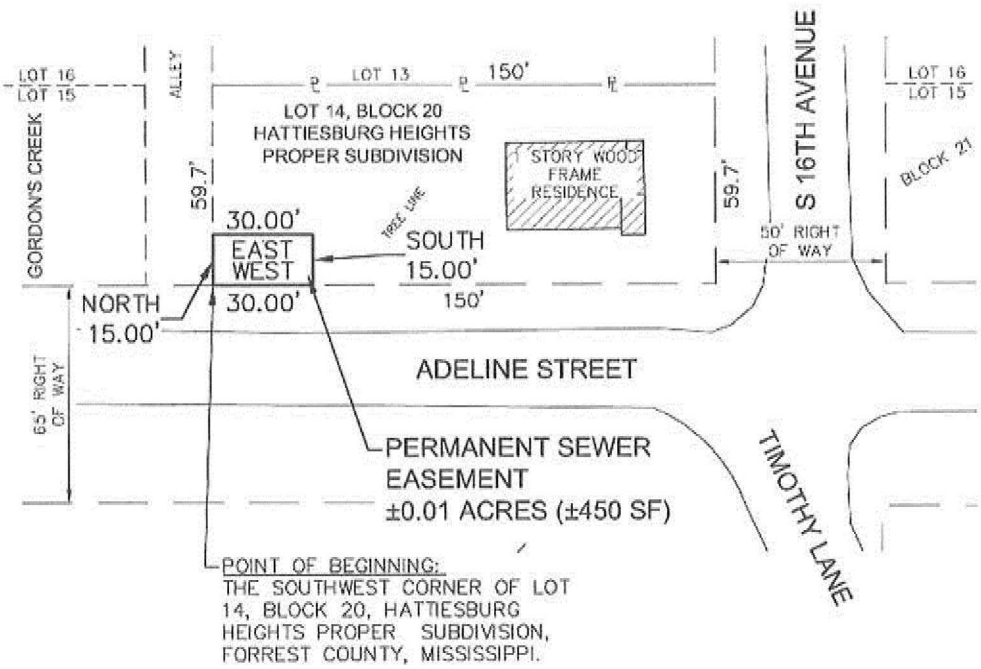
NOTE:
THIS DOCUMENT IS NOT A LEGAL BOUNDARY SURVEY.

LEGEND:

SF – SQUARE FEET

REFERENCE MATERIALS:

FORREST COUNTY TAX MAPS
HATTIESBURG HEIGHTS PROPER SUBDIVISION PLAT
BK 4 PG 15 11-15-1906
WARRANTY DEED
BK 950 PG 572 12-09-2004
QUITCLAIM DEED
BK 1132 PG 528 06-29-2012



STATE OF MISSISSIPPI
COUNTY OF FORREST
CITY OF HATTIESBURG

A part of Lot 14, Block 20 of Hattiesburg Heights Proper Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi as per Map or Plat thereof on file in the Office of the Chancery Clerk of said Forrest County, and being more particularly described as **Beginning** at the Southwest Corner of said Lot 14 and a Point on the North Right of Way Line of Adeline Street Circle, a paved public roadway, thence run North along the West Line of said Lot 14 for 15.00 feet, thence run East for 30.00 feet, thence run South for 15.00 feet to a Point on said North Right of Way Line, thence run West along said North Right of Way Line for 30.00 feet to the **Point of Beginning**, comprising **0.01 Acres (450 Square Feet)**, more or less.

sdw Engineering Progress

City of Hattiesburg, MS

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

Master

File Number: 2015-2041

File ID:	2015-2041	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	07/24/2015
Brief Title:	Acknowledge receipt of Permanent Utility Easement from Gloria Fertitta.			**Final Action:**	
				Minute Book Number:	MB2015-241

Title:

Acknowledge receipt of Permanent Utility Easement from Gloria Fertitta, owner, for a parcel of land in Lamar County (SW corner of SE 1/4 of SW 1/4 of Section 1, T-4-N, R-14-W, City of Hattiesburg, Lamar County, Mississippi); Authorize City Clerk to record with Lamar County.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Gloria Fertitta easement	**Enactment Number:**	
Contact:		**Meeting Date:**	08/04/2015
Drafter:	Janet Beech	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/04/2015					

Text of Legislative File 2015-2041

Title

Acknowledge receipt of Permanent Utility Easement from Gloria Fertitta, owner, for a parcel of land in Lamar County (SW corner of SE 1/4 of SW 1/4 of Section 1, T-4-N, R-14-W, City of Hattiesburg, Lamar County, Mississippi); Authorize City Clerk to record with Lamar County.

Summary

Acknowledge receipt of Permanent Utility Easement from Gloria Fertitta.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Grantee, prepared by and return to:	**Grantor Address:**
City of Hattiesburg	Gloria Fertitta
Dept of Engineering	608 Westover Drive
P O Box 1898	Hattiesburg, MS 39402
Hattiesburg, MS 39403-1898	
Phone: (601) 544-4540	**Phone:** (601) 310-2742
Account No.	**Business No.**

PERMANENT UTILITY EASEMENT

INDEXING INSTRUCTIONS: A part of the SW corner of SE ¼ of SW ¼ of Section 1, T-4-N, R-14-W, Lamar County, Mississippi

THE STATE OF MISSISSIPPI

County of Lamar

City of Hattiesburg

For and in consideration of ten and no

/100 Dollars ($ 10.00), and other good and valuable considerations, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, 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 sewer line on the following described property located in the City of Hattiesburg, County of Lamar, State of Mississippi:

Commence at the Southwest corner of the Southeast ¼ of the Southwest ¼ of Section 1, T-4-N, R-14-W, Lamar County, Mississippi; and thence run East for 1150.00 feet, Thence run North for 1,751.50 feet to the intersection of the South line of West 4th Street with the East line of Westover Drive, Thence run North 67° 30′ East along the South line of West 4th Street for 147.10 feet, Thence run South 117.45 feet to the Point of Beginning; Thence continue South for 10.05 feet to a found iron pin, Thence run South 84° 12′ West for 135.80 feet, more or less, to the East Right-of-Way of Westover Drive and the Southwest corner of the Gloria S. Fertitta property, Thence run North along said East Right-

of-Way for 10.05 feet, Thence run East for 135.80 feet, more or less, back to the Point-of-Beginning. The above herein described sanitary sewer easement contains 0.03 acres.

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 (my) (our) signature(s) this the 22 day of July AD, 2015

Signature/Date: Gloria J Fertitta
Print Name: Gloria Fertitta

Signature/Date:
Print Name:

STATE OF MISSISSIPPI

COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said County and State, on this 22 day of July, 2015, within my jurisdiction, the within named Gloria Fertitta (Instrument Signer Name) and _____ (Instrument Signer Name), _____ (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
JANET L. BEECH
ID NO. 111797
Commission Expires
03/19/2019
NOTARY PUBLIC
LAMAR COUNTY
(SEAL)

Janet L Beech (NOTARY PUBLIC)

My commission expires: 3/19/2019

Gloria Fertitta
Westover Drive

City of Hattiesburg, MS

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

Master

File Number: 2015-2043

File ID:	2015-2043	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	07/27/2015
Brief Title:	ComSwip Water Phase III - Mobile and Bouie St.			**Final Action:**	
				Minute Book Number:	MB2015-241

Title:

Acknowledge bids received July 23, 2015 for the Comprehensive Water Improvements Project Phase III - Mobile and Bouie St. (ComSwip Water Phase III), and accept the bid from T. L. Wallace Construction, Inc. in the amount of $1,722,687 as the lowest and best bid; Authorize Mayor to execute contract documents upon preparation.

Notes: 105695.7245.52

Sponsors:		**Enactment Date:**	
Attachments:	Bid Letter, Bid Tab	**Enactment Number:**	
Contact:		**Meeting Date:**	08/04/2015
Drafter:	Sharon Waits	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/04/2015					

Text of Legislative File 2015-2043

Title

Acknowledge bids received July 23, 2015 for the Comprehensive Water Improvements Project Phase III - Mobile and Bouie St. (ComSwip Water Phase III), and accept the bid from T. L. Wallace Construction, Inc. in the amount of $1,722,687 as the lowest and best bid; Authorize Mayor to execute contract documents upon preparation.

Summary

ComSwip Water Phase III - Mobile and Bouie St.

Budget Information

105695.7245.52

Expenditure Type
Bond

Purchasing Item
Sealed Bid

sdw

Engineering Progress

July 23, 2015

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

Attn: Lamar Rutland, P.E.

**RE: Comprehensive Water Improvements Ph III – Mobile and Bouie St.
City of Hattiesburg**

Dear Mr. Rutland:

I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on July 23, 2015 for the above referenced project.

I am recommending the lowest bidder, T. L. Wallace Construction, Inc. of Columbia, MS in the bid amount of One Million, Seven Hundred Twenty Two, Six Hundred Eighty Seven Dollars and No Cents ($1,722,687.00).

Enclosed is a copy of the original bid from T.L Wallace Construction, Inc. and the original bids from all other bidders.

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs
Enclosures

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

BID TAB		DATE: 7-23-15		TL Wallace Construction, Inc. 808 Hwy 98 Bypass Columbia, MS 39429		Myers Underground Utilities 408 Ryan Road Hattiesburg, MS 39401		Jay Bearden Construction, Inc. P.O. Box 180428 Richland, MS 39218-0428		Precision Construction, LLC 15 Chanticleer Dr Hattiesburg, MS 39402	
Project:	Comprehensive Water Improvements Ph. III - Mobile & Bouie Streets										
Project No.	1273-W008										
Item No.	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
	Site 1 - Columbia, Eupora, Lake, Phillipps & W 5th Streets										
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	40	LF	$15.00	$600.00	$20.50	$820.00	$14.40	$576.00	$20.00	$800.00
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,310	LF	$23.00	$30,130.00	$28.20	$36,942.00	$24.35	$31,898.50	$27.00	$35,370.00
3	8" Class 350 Ductile Iron Water Pipe (Open Cut)	920	LF	$25.00	$23,000.00	$32.25	$29,670.00	$32.04	$29,476.80	$32.00	$29,440.00
4	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap w/ Valve Assembly)	1	Each	$2,500.00	$2,500.00	$2,840.00	$2,840.00	$3,674.00	$3,674.00	$3,550.00	$3,550.00
5	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	1	Each	$1,600.00	$1,600.00	$3,445.00	$3,445.00	$1,232.00	$1,232.00	$1,290.00	$1,290.00
6	Connection: Proposed 6" Water Line to Proposed 6" Water Line (Tee & other fittings)	1	Each	$1,500.00	$1,500.00	$2,740.00	$2,740.00	$967.00	$967.00	$850.00	$850.00
7	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	3	Each	$1,900.00	$5,700.00	$2,995.00	$8,985.00	$3,031.00	$9,093.00	$2,700.00	$8,100.00
8	Connection: Proposed 6" Water Line to Existing 2" Water Line (Tee & other fittings)	1	Each	$1,200.00	$1,200.00	$2,765.00	$2,765.00	$1,521.00	$1,521.00	$595.00	$595.00
9	2" Gate Valve	1	Each	$550.00	$550.00	$440.00	$440.00	$919.00	$919.00	$550.00	$550.00
10	6" Gate Valve	2	Each	$775.00	$1,550.00	$775.00	$1,550.00	$1,364.00	$2,728.00	$900.00	$1,800.00
11	8" Gate Valve	1	Each	$1,100.00	$1,100.00	$1,115.00	$1,115.00	$1,897.00	$1,897.00	$1,250.00	$1,250.00
12	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	4	Each	$3,325.00	$13,300.00	$3,450.00	$13,800.00	$3,934.35	$15,737.40	$3,500.00	$14,000.00
13	Service Tubing (Bored) (Size Varies to 1 1/2")	215	LF	$24.00	$5,160.00	$13.50	$2,902.50	$17.54	$3,771.10	$13.00	$2,795.00
14	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	21	Each	$285.00	$5,985.00	$430.00	$9,030.00	$1,050.19	$22,053.99	$425.00	$8,925.00
15	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1	Each	$430.00	$430.00	$925.00	$925.00	$909.24	$909.24	$750.00	$750.00
16	Concrete Pavement Repair (All Depths)	115	SY	$120.00	$13,800.00	$105.00	$12,075.00	$65.00	$7,475.00	$85.00	$9,775.00
17	Asphalt Pavement Repair (All Depths)	500	SY	$88.00	$44,000.00	$73.50	$36,750.00	$55.20	$27,600.00	$60.00	$30,000.00
18	Concrete Curb & Gutter Repair (All Types)	166	LF	$35.00	$5,810.00	$37.00	$6,142.00	$28.75	$4,772.50	$32.00	$5,312.00
19	Concrete Sidewalk Repair	17	SY	$130.00	$2,210.00	$60.25	$1,024.25	$115.00	$1,955.00	$85.00	$1,445.00
20	Temporary Erosion Control	1	Lump Sum	$2,400.00	$2,400.00	$1,200.00	$1,200.00	$3,000.00	$3,000.00	$4,500.00	$4,500.00
21	Grassing	1	Lump Sum	$800.00	$800.00	$1,300.00	$1,300.00	$3,000.00	$3,000.00	$4,500.00	$4,500.00
22	Mobilization	1	Lump Sum	$17,000.00	$17,000.00	$12,000.00	$12,000.00	$5,000.00	$5,000.00	$21,000.00	$21,000.00
23	Maintenance of Traffic	1	Lump Sum	$24,000.00	$2,400.00	$ 525.00	$525.00	$5,000.00	$5,000.00	$9,500.00	$9,500.00
	SUB TOTAL SITE 1				**$182,725.00**		**$188,985.75** *		**$184,256.53**		**$196,097.00**

BID TAB		DATE: 7-23-15		TL Wallace Construction, Inc. 808 Hwy 98 Bypass Columbia, MS 39429		Myers Underground Utilities 408 Ryan Road Hattiesburg, MS 39401		Jay Bearden Construction, Inc. P.O. Box 180428 Richland, MS 39218-0428		Precision Construction, LLC 15 Chanticleer Dr Hattiesburg, MS 39402	
Project:	Comprehensive Water Improvements Ph. III - Mobile & Bouie Streets										
Project No.	1273-W008										
Item No.	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
	Site 2 - Montague Street										
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	20	LF	$40.00	$800.00	27.00	$540.00	$23.56	$471.20	$60.00	$1,200.00
2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	650	LF	$26.00	$16,900.00	32.75	$21,287.50	$32.48	$21,112.00	$40.00	$26,000.00
3	Connection: Proposed 8" Water Line to Existing 20" Water Line (Hot Tap w/ Valve Assembly)	1	Each	$8,550.00	$8,550.00	6,325.00	$6,325.00	$4,851.00	$4,851.00	$10,000.00	$10,000.00
4	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	1	Each	$1,500.00	$1,500.00	3,290.00	$3,290.00	$1,126.00	$1,126.00	$1,290.00	$1,290.00
5	6" Gate Valve	2	Each	$775.00	$1,550.00	720.00	$1,440.00	$1,249.00	$2,498.00	$900.00	$1,800.00
6	8" Gate Valve	1	Each	$1,100.00	$1,100.00	1,055.00	$1,055.00	$1,667.00	$1,667.00	$1,250.00	$1,250.00
7	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	1	Each	$3,325.00	$3,325.00	3,275.00	$3,275.00	$3,672.00	$3,672.00	$3,500.00	$3,500.00
8	Service Tubing (Bored) (Size Varies to 1 1/2")	180	LF	$24.00	$4,320.00	21.00	$3,780.00	$17.54	$3,157.20	$13.00	$2,340.00
9	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	15	Each	$285.00	$4,275.00	455.00	$6,825.00	$1,058.00	$15,870.00	$425.00	$6,375.00
10	Concrete Pavement Repair (All Depths)	38	SY	$124.00	$4,712.00	105.00	$3,990.00	$65.00	$2,470.00	$95.00	$3,610.00
11	Asphalt Pavement Repair (All Depths)	92	SY	$95.00	$8,740.00	73.50	$6,762.00	$55.20	$5,078.40	$60.00	$5,520.00
12	Concrete Curb & Gutter Repair (All Types)	25	LF	$52.00	$1,300.00	$43.30	$1,082.50	$57.50	$1,437.50	$50.00	$1,250.00
13	Temporary Erosion Control	1	Lump Sum	$750.00	$750.00	$1,300.00	$1,300.00	$3,000.00	$3,000.00	$2,500.00	$2,500.00
14	Grassing	1	Lump Sum	$800.00	$800.00	$760.00	$760.00	$3,000.00	$3,000.00	$3,500.00	$3,500.00
15	Mobilization	1	Lump Sum	$4,000.00	$4,000.00	$5,200.00	$5,200.00	$5,000.00	$5,000.00	$10,000.00	$10,000.00
16	Maintenance of Traffic	1	Lump Sum	$900.00	$900.00	$745.00	$745.00	$5,000.00	$5,000.00	$6,500.00	$6,500.00
	SUB TOTAL SITE 2				**$63,522.00**		**$67,657.00**		**$79,410.30**		**$86,635.00**
	Site 3 - McLaurin Street										
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	660	LF	$23.00	$15,180.00	$25.90	$17,094.00	$23.56	$15,549.60	$30.00	$19,800.00
2	Connection: Proposed 6" Water Line to Existing 20" Water Line (Hot Tap w/ Valve Assembly)	1	Each	$8,550.00	$8,550.00	$5,970.00	$5,970.00	$4,009.00	$4,009.00	$10,000.00	$10,000.00
3	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1	Each	$1,900.00	$1,900.00	$3,390.00	$3,390.00	$3,031.00	$3,031.00	$2,700.00	$2,700.00
4	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	1	Each	$3,325.00	$3,325.00	$3,200.00	$3,200.00	$3,663.00	$3,663.00	$3,500.00	$3,500.00
5	Service Tubing (Bored) (Size Varies to 1 1/2")	70	LF	$24.00	$1,680.00	$62.00	$4,340.00	$17.54	$1,227.80	$23.00	$1,610.00
6	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	3	Each	$285.00	$855.00	$388.00	$1,164.00	$1,052.00	$3,156.00	$450.00	$1,350.00
7	Concrete Pavement Repair (All Depths)	20	SY	$124.00	$2,480.00	$245.00	$4,900.00	$65.00	$1,300.00	$90.00	$1,800.00
8	Asphalt Pavement Repair (All Depths)	35	SY	$95.00	$3,325.00	$74.00	$2,590.00	$55.20	$1,932.00	$60.00	$2,100.00
9	Concrete Curb & Gutter Repair (All Types)	40	LF	$63.00	$2,520.00	$43.25	$1,730.00	$28.75	$1,150.00	$32.00	$1,280.00
10	Concrete Sidewalk Repair	2	SY	$150.00	$300.00	$530.00	$1,060.00	$400.00	$800.00	$300.00	$600.00
11	Temporary Erosion Control	1	Lump Sum	$750.00	$750.00	$550.00	$550.00	$3,000.00	$3,000.00	$2,500.00	$2,500.00
12	Grassing	1	Lump Sum	$800.00	$800.00	$600.00	$600.00	$3,000.00	$3,000.00	$3,500.00	$3,500.00
13	Mobilization	1	Lump Sum	$4,000.00	$4,000.00	$6,000.00	$6,000.00	$5,000.00	$5,000.00	$8,000.00	$8,000.00
14	Maintenance of Traffic	1	Lump Sum	$900.00	$900.00	$930.00	$930.00	$5,000.00	$5,000.00	$8,000.00	$8,000.00
	SUB TOTAL SITE 3				**$46,565.00**		**$53,518.00**		**$51,818.40**		**$66,740.00**

BID TAB Project: Project No.	Comprehensive Water Improvements Ph. III - Mobile & Bouie Streets 1273-W008	DATE: 7-23-15		TL Wallace Construction, Inc. 808 Hwy 98 Bypass Columbia, MS 39429		Myers Underground Utilities 408 Ryan Road Hattiesburg, MS 39401		Jay Bearden Construction, Inc. P.O. Box 180428 Richland, MS 39218-0428		Precision Construction, LLC 15 Chanticleer Dr Hattiesburg, MS 39402	
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	Site 4 - E 9th, Coit, E 10th, Lula, Inez, Allen, Gravel, Heiddle & Kinnard St's										
1	1" Sch 80 PVC (Open Cut)	10	LF	$15.00	$150.00	$32.00	$320.00	$59.00	$590.00	$40.00	$400.00
2	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20	LF	$20.00	$400.00	$24.25	$485.00	$24.00	$480.00	$40.00	$800.00
3	4" Class 350 Ductile Iron Water Pipe (Open Cut)	20	LF	$30.00	$600.00	47.00	$940.00	$42.00	$840.00	$60.00	$1,200.00
4	6" Class 350 Ductile Iron Water Pipe (Open Cut)	3,670	LF	$23.00	$84,410.00	28.35	$104,044.50	$24.69	$90,612.30	$27.00	$99,090.00
5	8" Class 350 Ductile Iron Water Pipe (Open Cut)	2,875	LF	$26.00	$74,750.00	32.40	$93,150.00	$33.48	$96,255.00	$32.00	$92,000.00
6	12" Class 350 Ductile Iron Water Pipe (Open Cut)	1,030	LF	$45.00	$46,350.00	48.40	$49,852.00	$52.34	$53,910.20	$45.00	$46,350.00
7	16" 200 PSI, DR9, HDPE (Open Cut) (Incl. adapter fittings)	100	LF	$87.00	$8,700.00	106.00	$10,600.00	$116.82	$11,682.00	$100.00	$10,000.00
8	20" Steel Casing, 0.25" WT (Bored)	80	LF	$138.00	$11,040.00	227.00	$18,160.00	$182.00	$14,560.00	$150.00	$12,000.00
9	Connection: Proposed 12" Water Line to Proposed 8" & 6" Water Lines (Cross & other fittings)	1	Each	$2,200.00	$2,200.00	3,035.00	$3,035.00	$2,248.00	$2,248.00	$3,500.00	$3,500.00
10	Connection: Proposed 12" Water Line to Existing 12" Water Line (Hot Tap w/ Valve Assembly)	2	Each	$3,950.00	$7,900.00	5,380.00	$10,760.00	$5,185.00	$10,370.00	$4,500.00	$9,000.00
11	Connection: Proposed 8" Water Line to Existing 12" Water Line (Hot Tap w/ Valve Assembly)	1	Each	$2,550.00	$2,550.00	2,950.00	$2,950.00	$2,339.00	$2,339.00	$4,000.00	$4,000.00
12	Connection: Proposed 8" Water Line to Existing 6" Water Line (Cross & other fittings)	1	Each	$2,000.00	$2,000.00	3,130.00	$3,130.00	$1,301.00	$1,301.00	$2,800.00	$2,800.00
13	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	1	Each	$1,600.00	$1,600.00	2,410.00	$2,410.00	$1,107.00	$1,107.00	$1,800.00	$1,800.00
14	Connection: Proposed 8" Water Line to Existing 4" Water Line (Tee & other fittings)	1	Each	$1,400.00	$1,400.00	2,980.00	$2,980.00	$1,122.00	$1,122.00	$1,700.00	$1,700.00
15	Connection: Proposed 8" Water Line to Proposed 6" Water Line (Tee & other fittings)	3	Each	$1,800.00	$5,400.00	2,850.00	$8,550.00	$1,000.00	$3,000.00	$2,400.00	$7,200.00
16	Connection: Proposed 6" Water Line to Proposed 6" Water Line (Tee & other fittings)	1	Each	$1,400.00	$1,400.00	$3,240.00	$3,240.00	$858.00	$858.00	$1,200.00	$1,200.00
17	Connection: Proposed 6" Water Line to Existing 6" Water Line (Cross & other fittings)	1	Each	$1,500.00	$1,500.00	$2,990.00	$2,990.00	$980.00	$980.00	$2,800.00	$2,800.00
18	Connection: Proposed 6" Water Line to Existing 6" Water Line (Tee & other fittings)	3	Each	$1,600.00	$4,800.00	$2,850.00	$8,550.00	$1,036.00	$3,108.00	$2,800.00	$8,400.00
19	Connection: Proposed 6" Water Line to Existing 1" Water Line (Hot Tap w/ Valve Assembly)	1	Each	$375.00	$375.00	$1,750.00	$1,750.00	$1,033.00	$1,033.00	$1,200.00	$1,200.00
20	Connection: Proposed 4" Water Line to Existing 2" Water Line (Straight Connection & other fittings)	1	Each	$275.00	$275.00	$2,295.00	$2,295.00	$767.00	$767.00	$1,000.00	$1,000.00
21	4" Gate Valve	1	Each	$700.00	$700.00	$525.00	$525.00	$1,135.00	$1,135.00	$800.00	$800.00
22	6" Gate Valve	18	Each	$775.00	$13,950.00	$680.00	$12,240.00	$1,364.00	$24,552.00	$900.00	$16,200.00
23	8" Gate Valve	11	Each	$1,100.00	$12,100.00	$1,030.00	$11,330.00	$1,897.00	$20,867.00	$1,250.00	$13,750.00
24	12" Gate Valve	4	Each	$2,000.00	$8,000.00	$1,890.00	$7,560.00	$2,940.00	$11,760.00	$2,200.00	$8,800.00

BID TAB Project: Project No.	Comprehensive Water Improvements Ph. III - Mobile & Bouie Streets 1273-W008	DATE: 7-23-15		TL Wallace Construction, Inc. 808 Hwy 98 Bypass Columbia, MS 39429		Myers Underground Utilities 408 Ryan Road Hattiesburg, MS 39401		Jay Bearden Construction, Inc. P.O. Box 180428 Richland, MS 39218-0428		Precision Construction, LLC 15 Chanticleer Dr Hattiesburg, MS 39402		
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
25	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	18	Each	$3,325.00	$59,850.00	$3,450.00	$62,100.00	$3,798.00	$68,364.00	$3,100.00	$55,800.00	
26	Service Tubing (Bored) (Size Varies to 1 1/2")	1,240	LF	$24.00	$29,760.00	$12.25	$15,190.00	$17.54	$21,749.60	$18.00	$22,320.00	
27	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	56	Each	$275.00	$15,400.00	$435.00	$24,360.00	$1,051.00	$58,856.00	$450.00	$25,200.00	*
28	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	2	Each	$1,000.00	$2,000.00	$1,050.00	$2,100.00	$1,513.00	$3,026.00	$1,200.00	$2,400.00	
29	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	6	Each	$433.00	$2,598.00	$915.00	$5,490.00	$889.00	$5,334.00	$600.00	$3,600.00	
30	Removal of Fire Hydrant and Appurtenances	2	Each	$250.00	$500.00	$390.00	$780.00	$1,150.00	$2,300.00	$500.00	$1,000.00	
31	Concrete Paved Ditch	4	CY	$675.00	$2,700.00	$350.00	$1,400.00	$1,380.00	$5,520.00	$600.00	$2,400.00	
32	Concrete Pavement Repair (All Depths)	78	SY	$115.00	$8,970.00	$105.00	$8,190.00	$65.00	$5,070.00	$100.00	$7,800.00	
33	Asphalt Pavement Repair (All Depths)	954	SY	$86.00	$82,044.00	$76.00	$72,504.00	$55.20	$52,660.80	$60.00	$57,240.00	
34	Concrete Sidewalk Repair	26	SY	$130.00	$3,380.00	$70.00	$1,820.00	$65.00	$1,690.00	$95.00	$2,470.00	
35	Temporary Erosion Control	1	Lump Sum	$5,500.00	$5,500.00	$1,795.00	$1,795.00	$5,000.00	$5,000.00	$12,000.00	$12,000.00	
36	Grassing	1	Lump Sum	$2,500.00	$2,500.00	$2,890.00	$2,890.00	$5,000.00	$5,000.00	$18,000.00	$18,000.00	
37	Mobilization	1	Lump Sum	$37,000.00	$37,000.00	$34,400.00	$34,400.00	$35,000.00	$35,000.00	$51,028.00	$51,028.00	
	SUB TOTAL SITE 4				**$544,752.00**		**$594,865.50**		**$625,046.90**		**$607,248.00**	*
	Site 5 - Atlanta Street											
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20	LF	$20.00	$400.00	18.40	$368.00	$24.00	$480.00	$40.00	$800.00	
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	20	LF	$30.00	$600.00	33.00	$660.00	$37.00	$740.00	$60.00	$1,200.00	
3	8" Class 350 Ductile Iron Water Pipe (Open Cut)	1,410	LF	$26.00	$36,660.00	30.60	$43,146.00	$32.36	$45,627.60	$32.00	$45,120.00	
4	Connection: Proposed 8" Water Line to Existing 12" Water Line (Hot Tap w/ Valve Assembly)	1	Each	$2,600.00	$2,600.00	3,650.00	$3,650.00	$3,834.00	$3,834.00	$4,000.00	$4,000.00	
5	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap w/ Valve Assembly)	1	Each	$2,600.00	$2,600.00	3,280.00	$3,280.00	$3,674.00	$3,674.00	$3,000.00	$3,000.00	
6	Connection: Proposed 8" Water Line to Existing 6" Water Line (Cross & other fittings)	1	Each	$1,800.00	$1,800.00	2,805.00	$2,805.00	$1,440.00	$1,440.00	$1,500.00	$1,500.00	
7	Connection: Proposed 8" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	2	Each	$700.00	$1,400.00	1,520.00	$3,040.00	$2,364.00	$4,728.00	$1,300.00	$2,600.00	
8	6" Gate Valve	2	Each	$775.00	$1,550.00	695.00	$1,390.00	$1,249.00	$2,498.00	$900.00	$1,800.00	
9	8" Gate Valve	2	Each	$1,100.00	$2,200.00	1,045.00	$2,090.00	$1,897.00	$3,794.00	$1,250.00	$2,500.00	
10	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	3	Each	$3,225.00	$9,675.00	3,325.00	$9,975.00	$3,778.00	$11,334.00	$3,300.00	$9,900.00	
11	Service Tubing (Bored) (Size Varies to 1 1/2")	640	LF	$24.00	$15,360.00	12.30	$7,872.00	$17.54	$11,225.60	$13.00	$8,320.00	
12	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	25	Each	$290.00	$7,250.00	445.00	$11,125.00	$1,057.00	$26,425.00	$450.00	$11,250.00	
13	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1	Each	$435.00	$435.00	935.00	$935.00	$881.00	$881.00	$600.00	$600.00	
14	Removal of Fire Hydrant and Appurtenances	1	Each	$250.00	$250.00	$425.00	$425.00	$1,035.00	$1,035.00	$500.00	$500.00	
15	Concrete Pavement Repair (All Depths)	55	SY	$120.00	$6,600.00	$106.00	$5,830.00	$65.00	$3,575.00	$95.00	$5,225.00	
16	Asphalt Pavement Repair (All Depths)	233	SY	$88.00	$20,504.00	$82.00	$19,106.00	$55.20	$12,861.60	$60.00	$13,980.00	

BID TAB		DATE: 7-23-15		TL Wallace Construction, Inc. 808 Hwy 98 Bypass Columbia, MS 39429		Myers Underground Utilities 408 Ryan Road Hattiesburg, MS 39401		Jay Bearden Construction, Inc. P.O. Box 180428 Richland, MS 39218-0428		Precision Construction, LLC 15 Chanticleer Dr Hattiesburg, MS 39402		
Project:	Comprehensive Water Improvements Ph. III - Mobile & Bouie Streets											
Project No.	1273-W008											
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
17	Concrete Curb & Gutter Repair (All Types)	10	LF	$80.00	$800.00	$49.00	$490.00	$50.00	$500.00	$50.00	$500.00	
18	Concrete Sidewalk Repair	3	SY	$130.00	$390.00	$720.00	$2,160.00	$150.00	$450.00	$200.00	$600.00	
19	Temporary Erosion Control	1	Lump Sum	$1,000.00	$1,000.00	$350.00	$350.00	$3,000.00	$3,000.00	$4,500.00	$4,500.00	
20	Grassing	1	Lump Sum	$800.00	$800.00	$460.00	$460.00	$3,000.00	$3,000.00	$4,500.00	$4,500.00	
21	Mobilization	1	Lump Sum	$7,300.00	$7,300.00	$10,130.00	$10,130.00	$5,000.00	$5,000.00	$15,000.00	$15,000.00	
22	Maintenance of Traffic	1	Lump Sum	$1,800.00	$1,800.00	$350.00	$350.00	$5,000.00	$5,000.00	$9,500.00	$9,500.00	
	SUB TOTAL SITE 5				**$121,974.00**		**$129,637.00**		**$151,102.80**		**$146,895.00**	
	Site 6 - E 9th Street											
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	40	LF	$15.00	$600.00	$18.25	$730.00	$24.00	$960.00	$20.00	$800.00	
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	20	LF	$30.00	$600.00	$49.00	$980.00	$42.00	$840.00	$60.00	$1,200.00	
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	920	LF	$22.00	$20,240.00	$27.00	$24,840.00	$24.29	$22,346.80	$27.00	$24,840.00	
4	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	2	Each	$1,900.00	$3,800.00	$2,400.00	$4,800.00	$1,765.00	$3,530.00	$2,400.00	$4,800.00	
5	Connection: Proposed 6" Water Line to Existing 4" Water Line (Tee & other fittings)	1	Each	$1,300.00	$1,300.00	$2,565.00	$2,565.00	$963.00	$963.00	$1,200.00	$1,200.00	
6	Connection: Proposed 6" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	2	Each	$650.00	$1,300.00	$995.00	$1,990.00	$1,667.00	$3,334.00	$1,300.00	$2,600.00	*
7	4" Gate Valve	1	Each	$700.00	$700.00	$525.00	$525.00	$1,020.00	$1,020.00	$800.00	$800.00	
8	8" Gate Valve	2	Each	$1,100.00	$2,200.00	$1,115.00	$2,230.00	$1,897.00	$3,794.00	$1,250.00	$2,500.00	
9	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	2	Each	$3,325.00	$6,650.00	$3,190.00	$6,380.00	$3,701.00	$7,402.00	$3,500.00	$7,000.00	
10	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	7	Each	$285.00	$1,995.00	$435.00	$3,045.00	$1,046.00	$7,322.00	$450.00	$3,150.00	
11	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1	Each	$432.00	$432.00	$520.00	$520.00	$898.00	$898.00	$600.00	$600.00	
12	Concrete Pavement Repair (All Depths)	11	SY	$127.00	$1,397.00	$105.00	$1,155.00	$65.00	$715.00	$95.00	$1,045.00	
13	Asphalt Pavement Repair (All Depths)	355	SY	$87.00	$30,885.00	$85.50	$30,352.50	$55.20	$19,596.00	$60.00	$21,300.00	
14	Concrete Curb & Gutter Repair (All Types)	10	LF	$85.00	$850.00	55.00	$550.00	$50.00	$500.00	$60.00	$600.00	
15	Concrete Sidewalk Repair	15	SY	$130.00	$1,950.00	42.00	$630.00	$65.00	$975.00	$85.00	$1,275.00	
16	Temporary Erosion Control	1	Lump Sum	$750.00	$750.00	425.00	$425.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00	
17	Grassing	1	Lump Sum	$800.00	$800.00	52.00	$52.00	$3,000.00	$3,000.00	$4,000.00	$4,000.00	
18	Mobilization	1	Lump Sum	$5,000.00	$5,000.00	9,000.00	$9,000.00	$5,000.00	$5,000.00	$12,000.00	$12,000.00	
19	Maintenance of Traffic	1	Lump Sum	$1,800.00	$1,800.00	660.00	$660.00	$5,000.00	$5,000.00	$8,500.00	$8,500.00	
	SUB TOTAL SITE 6				**$83,249.00**		**$91,429.50**		**$90,195.80**		**$101,210.00**	*
	Site 7 - Whitney, E 8th & E 10th Streets											
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20	LF	$20.00	$400.00	18.20	$364.00	$24.00	$480.00	$20.00	$400.00	*
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	20	LF	$30.00	$600.00	37.40	$748.00	$42.00	$840.00	$60.00	$1,200.00	
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,650	LF	$22.00	$36,300.00	29.00	$47,850.00	$24.38	$40,227.00	$27.00	$44,550.00	
4	8" Class 350 Ductile Iron Water Pipe (Open Cut)	2,325	LF	$26.00	$60,450.00	32.90	$76,492.50	$32.86	$76,399.50	$34.00	$79,050.00	

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Project:	Comprehensive Water Improvements Ph. III - Mobile & Bouie Streets										
Project No.	1273-W008										
Item No.	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
5	Connection: Proposed 8" Water Line to Proposed 8" Water Line (Tee & other fittings)	1	Each	$1,600.00	$1,600.00	2,730.00	$2,730.00	$1,560.00	$1,560.00	$1,400.00	$1,400.00
6	Connection: Proposed 8" Water Line to Proposed 6" Water Line (Tee & other fittings)	1	Each	$1,600.00	$1,600.00	3,025.00	$3,025.00	$1,505.00	$1,505.00	$1,300.00	$1,300.00
7	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap w/ Valve Assembly)	1	Each	$2,500.00	$2,500.00	$3,870.00	$3,870.00	$3,674.00	$3,674.00	$3,300.00	$3,300.00
8	Connection: Proposed 8" Water Line to Existing 6" Water Line (Cross & other fittings)	1	Each	$2,000.00	$2,000.00	2,680.00	$2,680.00	$1,440.00	$1,440.00	$1,800.00	$1,800.00
9	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	2	Each	$1,900.00	$3,800.00	3,250.00	$6,500.00	$1,587.00	$3,174.00	$1,800.00	$3,600.00
10	Connection: Proposed 8" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	1	Each	$650.00	$650.00	3,400.00	$3,400.00	$1,674.00	$1,674.00	$1,200.00	$1,200.00
11	Connection: Proposed 8" Water Line to Existing 1" Water Line (Hot Tap w/ Valve Assembly)	2	Each	$400.00	$800.00	2,410.00	$4,820.00	$1,512.00	$3,024.00	$800.00	$1,600.00
12	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1	Each	$1,900.00	$1,900.00	3,420.00	$3,420.00	$3,031.00	$3,031.00	$2,400.00	$2,400.00
13	Connection: Proposed 6" Water Line to Existing 6" Water Line (Cross & other fittings)	1	Each	$1,900.00	$1,900.00	3,360.00	$3,360.00	$1,348.00	$1,348.00	$1,400.00	$1,400.00
14	Connection: Proposed 6" Water Line to Existing 4" Water Line (Cross & other fittings)	1	Each	$1,800.00	$1,800.00	2,826.00	$2,826.00	$1,181.00	$1,181.00	$1,300.00	$1,300.00
15	4" Gate Valve	2	Each	$700.00	$1,400.00	610.00	$1,220.00	$1,020.00	$2,040.00	$800.00	$1,600.00
16	6" Gate Valve	12	Each	$800.00	$9,600.00	765.00	$9,180.00	$1,350.00	$16,200.00	$900.00	$10,800.00
17	8" Gate Valve	7	Each	$1,100.00	$7,700.00	1,110.00	$7,770.00	$1,897.00	$13,279.00	$1,250.00	$8,750.00
18	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	6	Each	$3,325.00	$19,950.00	3,220.00	$19,320.00	$3,752.00	$22,512.00	$3,300.00	$19,800.00
19	Service Tubing (Bored) (Size Varies to 1 1/2")	755	LF	$24.00	$18,120.00	14.00	$10,570.00	$17.54	$13,242.70	$13.00	$9,815.00
20	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	40	Each	$290.00	$11,600.00	$435.00	$17,400.00	$1,051.00	$42,040.00	$450.00	$18,000.00
21	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1	Each	$432.00	$432.00	$915.00	$915.00	$910.00	$910.00	$600.00	$600.00
22	Removal of Fire Hydrant and Appurtenances	3	Each	$250.00	$750.00	$415.00	$1,245.00	$1,035.00	$3,105.00	$500.00	$1,500.00
23	Concrete Pavement Repair (All Depths)	155	SY	$115.00	$17,825.00	$96.00	$14,880.00	$65.00	$10,075.00	$95.00	$14,725.00
24	Asphalt Pavement Repair (All Depths)	759	SY	$86.00	$65,274.00	$79.00	$59,961.00	$55.20	$41,896.80	$60.00	$45,540.00
25	Concrete Curb & Gutter Repair (All Types)	50	LF	$50.00	$2,500.00	$38.00	$1,900.00	$25.00	$1,250.00	$36.00	$1,800.00
26	Concrete Sidewalk Repair	12	SY	$130.00	$1,560.00	$70.00	$840.00	$65.00	$780.00	$85.00	$1,020.00
27	Temporary Erosion Control	1	Lump Sum	$5,900.00	$5,900.00	$375.00	$375.00	$3,000.00	$3,000.00	$8,500.00	$8,500.00
28	Grassing	1	Lump Sum	$1,500.00	$1,500.00	$2,900.00	$2,900.00	$3,000.00	$3,000.00	$8,000.00	$8,000.00
29	Mobilization	1	Lump Sum	$19,500.00	$19,500.00	$27,250.00	$27,250.00	$5,000.00	$5,000.00	$32,000.00	$32,000.00
30	Maintenance of Traffic	1	Lump Sum	$2,350.00	$2,350.00	$1,500.00	$1,500.00	$5,000.00	$5,000.00	$12,000.00	$12,000.00
	SUB TOTAL SITE 7				**$302,261.00**		**$339,311.50**		**$322,888.00**		**$338,950.00** *

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Project:	Comprehensive Water Improvements Ph. III - Mobile & Bouie Streets										
Project No.	1273-W008										
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	Site 8 - E 6th Street										
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20	LF	$20.00	$400.00	$18.40	$368.00	$24.00	$480.00	$20.00	$400.00
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	980	LF	$23.00	$22,540.00	$27.60	$27,048.00	$24.25	$23,765.00	$28.00	$27,440.00
3	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	2	Each	$1,900.00	$3,800.00	$2,400.00	$4,800.00	$3,031.00	$6,062.00	$2,400.00	$4,800.00
4	Connection: Proposed 6" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	1	Each	$650.00	$650.00	$1,475.00	$1,475.00	$1,665.00	$1,665.00	$1,200.00	$1,200.00
5	6" Gate Valve	2	Each	$800.00	$1,600.00	$680.00	$1,360.00	$1,364.00	$2,728.00	$900.00	$1,800.00
6	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	3	Each	$3,325.00	$9,975.00	$3,180.00	$9,540.00	$3,826.00	$11,478.00	$3,300.00	$9,900.00
7	Service Tubing (Bored) (Size Varies to 1 1/2")	80	LF	$24.00	$1,920.00	$12.60	$1,008.00	$17.54	$1,403.20	$13.00	$1,040.00
8	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	7	Each	$285.00	$1,995.00	$340.00	$2,380.00	$1,046.00	$7,322.00	$450.00	$3,150.00
9	Concrete Pavement Repair (All Depths)	44	SY	$122.00	$5,368.00	$105.00	$4,620.00	$65.00	$2,860.00	$95.00	$4,180.00
10	Asphalt Pavement Repair (All Depths)	301	SY	$89.00	$26,789.00	$80.50	$24,230.50	$55.20	$16,615.20	$60.00	$18,060.00
11	Concrete Curb & Gutter Repair (All Types)	20	LF	$65.00	$1,300.00	$46.00	$920.00	$25.00	$500.00	$40.00	$800.00
12	Concrete Sidewalk Repair	2	SY	$130.00	$260.00	70.00	$140.00	$200.00	$400.00	$300.00	$600.00
13	Temporary Erosion Control	1	Lump Sum	$750.00	$750.00	216.50	$216.50	$3,000.00	$3,000.00	$2,500.00	$2,500.00
14	Grassing	1	Lump Sum	$800.00	$800.00	325.00	$325.00	$3,000.00	$3,000.00	$3,500.00	$3,500.00
15	Mobilization	1	Lump Sum	$5,400.00	$5,400.00	9,565.00	$9,565.00	$5,000.00	$5,000.00	$10,000.00	$10,000.00
16	Maintenance of Traffic	1	Lump Sum	$900.00	$900.00	510.00	$510.00	$5,000.00	$5,000.00	$7,500.00	$7,500.00
	SUB TOTAL SITE 8				**$84,447.00**		**$88,506.00**		**$91,278.40**		**$96,870.00**
	Site 9 – E 5th & Short E 5th Streets & Ferguson Alley										
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20	LF	$20.00	$400.00	18.00	$360.00	$24.00	$480.00	$40.00	$800.00
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	230	LF	$30.00	$6,900.00	30.00	$6,900.00	$25.00	$5,750.00	$33.00	$7,590.00
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,090	LF	$23.00	$25,070.00	27.00	$29,430.00	$24.33	$26,519.70	$28.00	$30,520.00
4	Connection: Proposed 6" Water Line to Proposed 6" & 4" Water Lines (Tee & other fittings)	1	Each	$1,500.00	$1,500.00	3,375.00	$3,375.00	$1,014.00	$1,014.00	$1,300.00	$1,300.00
5	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	2	Each	$1,900.00	$3,800.00	2,088.00	$4,176.00	$3,031.00	$6,062.00	$2,400.00	$4,800.00
6	Connection: Proposed 4" Water Line to Existing 2" Water Line (Straight Connection & other fittings)	1	Each	$300.00	$300.00	2,415.00	$2,415.00	$1,342.00	$1,342.00	$800.00	$800.00
7	4" Gate Valve	1	Each	$700.00	$700.00	525.00	$525.00	$1,020.00	$1,020.00	$800.00	$800.00
8	6" Gate Valve	1	Each	$800.00	$800.00	$680.00	$680.00	$1,364.00	$1,364.00	$900.00	$900.00
9	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	4	Each	$3,325.00	$13,300.00	$3,245.00	$12,980.00	$3,701.00	$14,804.00	$3,300.00	$13,200.00
10	Service Tubing (Bored) (Size Varies to 1 1/2")	60	LF	$24.00	$1,440.00	$15.10	$906.00	$17.54	$1,052.40	$23.00	$1,380.00
11	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	9	Each	$285.00	$2,565.00	$450.00	$4,050.00	$1,045.00	$9,405.00	$450.00	$4,050.00

BID TAB Project: Project No.	Comprehensive Water Improvements Ph. III - Mobile & Bouie Streets 1273-W008	DATE: 7-23-15		TL Wallace Construction, Inc. 808 Hwy 98 Bypass Columbia, MS 39429		Myers Underground Utilities 408 Ryan Road Hattiesburg, MS 39401		Jay Bearden Construction, Inc. P.O. Box 180428 Richland, MS 39218-0428		Precision Construction, LLC 15 Chanticleer Dr Hattiesburg, MS 39402	
Item No.	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
12	Removal of Fire Hydrant and Appurtenances	1	Each	$250.00	$250.00	$414.50	$414.50	$1,035.00	$1,035.00	$500.00	$500.00
13	Concrete Pavement Repair (All Depths)	13	SY	$150.00	$1,950.00	$105.00	$1,365.00	$65.00	$845.00	$95.00	$1,235.00
14	Asphalt Pavement Repair (All Depths)	460	SY	$88.00	$40,480.00	$81.00	$37,260.00	$55.20	$25,392.00	$60.00	$27,600.00
15	Concrete Curb & Gutter Repair (All Types)	20	LF	$65.00	$1,300.00	$43.25	$865.00	$50.00	$1,000.00	$30.00	$600.00
16	Concrete Sidewalk Repair	2	SY	$130.00	$260.00	$175.50	$351.00	$200.00	$400.00	$85.00	$170.00
17	Temporary Erosion Control	1	Lump Sum	$1,000.00	$1,000.00	$340.00	$340.00	$3,000.00	$3,000.00	$2,500.00	$2,500.00
18	Grassing	1	Lump Sum	$800.00	$800.00	$500.00	$500.00	$3,000.00	$3,000.00	$3,500.00	$3,500.00
19	Mobilization	1	Lump Sum	$7,000.00	$7,000.00	$9,500.00	$9,500.00	$5,000.00	$5,000.00	$14,000.00	$14,000.00
20	Maintenance of Traffic	1	Lump Sum	$2,400.00	$2,400.00	$745.00	$745.00	$5,000.00	$5,000.00	$6,500.00	$6,500.00
	SUB TOTAL SITE 9				**$112,215.00**		**$117,137.50**		**$113,485.10**		**$122,745.00**
	Site 10 - River, E 6th & E 5th Streets & Beta Avenue										
1	1" Sch 80 PVC (Open Cut)	10	LF	$15.00	$150.00	$18.50	$185.00	$59.00	$590.00	$40.00	$400.00
2	2" Class 350 Ductile Iron Water Pipe (Open Cut)	270	LF	$20.00	$5,400.00	$18.00	$4,860.00	$7.41	$2,000.70	$20.00	$5,400.00
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	2,760	LF	$23.00	$63,480.00	$28.50	$78,660.00	$24.47	$67,537.20	$27.00	$74,520.00
4	Connection: Proposed 6" Water Line to Proposed 6" Water Line (Tee & other fittings)	1	Each	$1,300.00	$1,300.00	$2,525.00	$2,525.00	$858.00	$858.00	$1,450.00	$1,450.00
5	Connection: Proposed 6" Water Line to Proposed 6" & 2" Water Lines (Tee & other fittings)	1	Each	$1,400.00	$1,400.00	$3,500.00	$3,500.00	$945.00	$945.00	$1,900.00	$1,900.00
6	Connection: Proposed 6" Water Line to Proposed 6" & Existing 2" Water Lines (Tee & other fittings)	1	Each	$1,100.00	$1,100.00	$3,000.00	$3,000.00	$860.00	$860.00	$1,750.00	$1,750.00
7	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1	Each	$1,900.00	$1,900.00	$2,400.00	$2,400.00	$3,031.00	$3,031.00	$2,400.00	$2,400.00
8	Connection: Proposed 6" Water Line to Existing 6" Water Line (Tee & other fittings)	1	Each	$1,400.00	$1,400.00	$2,320.00	$2,320.00	$1,036.00	$1,036.00	$1,500.00	$1,500.00
9	Connection: Proposed 6" Water Line to Existing 6" Water Line (Straight Connection & other fittings)	1	Each	$600.00	$600.00	$2,575.00	$2,575.00	$753.00	$753.00	$1,500.00	$1,500.00
10	Connection: Proposed 2" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1	Each	$850.00	$850.00	1,245.00	$1,245.00	$1,662.00	$1,662.00	$1,200.00	$1,200.00
11	Connection: Proposed 2" Water Line to Existing 2" Water Line (Tee & other fittings)	1	Each	$400.00	$400.00	1,885.00	$1,885.00	$577.00	$577.00	$750.00	$750.00
12	2" Gate Valve	2	Each	$600.00	$1,200.00	375.00	$750.00	$919.00	$1,838.00	$750.00	$1,500.00
13	6" Gate Valve	6	Each	$800.00	$4,800.00	680.00	$4,080.00	$1,364.00	$8,184.00	$900.00	$5,400.00
14	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	6	Each	$3,325.00	$19,950.00	3,175.00	$19,050.00	$3,701.00	$22,206.00	$3,300.00	$19,800.00
15	Blow-Off Valve w/ Appurtenances (Incl. Tee, Valve, Pipe & other fittings)	1	Each	$900.00	$900.00	1,370.00	$1,370.00	$1,477.00	$1,477.00	$1,100.00	$1,100.00
16	Service Tubing (Bored) (Size Varies to 1 1/2")	60	LF	$24.00	$1,440.00	65.50	$3,930.00	$17.54	$1,052.40	$23.00	$1,380.00

BID TAB		DATE: 7-23-15		TL Wallace Construction, Inc. 808 Hwy 98 Bypass Columbia, MS 39429		Myers Underground Utilities 408 Ryan Road Hattiesburg, MS 39401		Jay Bearden Construction, Inc. P.O. Box 180428 Richland, MS 39218-0428		Precision Construction, LLC 15 Chanticleer Dr Hattiesburg, MS 39402	
Project:	Comprehensive Water Improvements Ph. III - Mobile & Bouie Streets										
Project No.	1273-W008										
Item No.	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
17	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	19	Each	$285.00	$5,415.00	450.00	$8,550.00	$1,045.00	$19,855.00	$450.00	$8,550.00
18	Removal of Fire Hydrant and Appurtenances	2	Each	$250.00	$500.00	414.00	$828.00	$1,035.00	$2,070.00	$500.00	$1,000.00
19	Concrete Pavement Repair (All Depths)	39	SY	$120.00	$4,680.00	105.00	$4,095.00	$65.00	$2,535.00	$85.00	$3,315.00
20	Asphalt Pavement Repair (All Depths)	469	SY	$88.00	$41,272.00	81.00	$37,989.00	$55.20	$25,888.80	$60.00	$28,140.00
21	Concrete Curb & Gutter Repair (All Types)	20	LF	$65.00	$1,300.00	43.30	$866.00	$25.00	$500.00	$30.00	$600.00
22	Concrete Sidewalk Repair	8	SY	$130.00	$1,040.00	73.00	$584.00	$100.00	$800.00	$85.00	$680.00
23	Temporary Erosion Control	1	Lump Sum	$2,200.00	$2,200.00	$350.00	$350.00	$3,000.00	$3,000.00	$8,500.00	$8,500.00
24	Grassing	1	Lump Sum	$1,500.00	$1,500.00	$570.00	$570.00	$3,000.00	$3,000.00	$9,500.00	$9,500.00
25	Mobilization	1	Lump Sum	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$5,000.00	$5,000.00	$21,000.00	$21,000.00
26	Maintenance of Traffic	1	Lump Sum	$1,800.00	$1,800.00	$1,250.00	$1,250.00	$5,000.00	$5,000.00	$10,500.00	$10,500.00
	SUB TOTAL SITE 10				**$180,977.00**		**$202,417.00**		**$182,256.10**		**$213,735.00**
	TOTAL SITES 1-10				**$1,722,687.00**		**$1,873,464.75** *		**$1,891,738.33**		**$1,977,125.00** *

BID TAB		DATE: 7-23-15		CB Developers, Inc. 1716 Evelyn Gandy Parkway Hattiesburg, MS 39401		Hemphill Construction Co. P.O. Drawer 879 Florence, MS 39073	
Project:	Comprehensive Water Improvements Ph. III - Mobile & Bouie Streets						
Project No.	1273-W008						
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
	Site 1 - Columbia, Eupora, Lake, Phillipps & W 5th Streets						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	40	LF	$19.00	$760.00	$18.00	$720.00
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,310	LF	$29.00	$37,990.00	$42.00	$55,020.00
3	8" Class 350 Ductile Iron Water Pipe (Open Cut)	920	LF	$37.00	$34,040.00	$59.00	$54,280.00
4	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap w/ Valve Assembly)	1	Each	$5,640.00	$5,640.00	$3,180.00	$3,180.00
5	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	1	Each	$3,554.00	$3,554.00	$1,750.00	$1,750.00
6	Connection: Proposed 6" Water Line to Proposed 6" Water Line (Tee & other fittings)	1	Each	$2,729.00	$2,729.00	$1,230.00	$1,230.00
7	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	3	Each	$3,639.00	$10,917.00	$2,600.00	$7,800.00
8	Connection: Proposed 6" Water Line to Existing 2" Water Line (Tee & other fittings)	1	Each	$2,418.00	$2,418.00	$980.00	$980.00
9	2" Gate Valve	1	Each	$479.00	$479.00	$580.00	$580.00
10	6" Gate Valve	2	Each	$828.00	$1,656.00	$890.00	$1,780.00
11	8" Gate Valve	1	Each	$1,156.00	$1,156.00	$1,275.00	$1,275.00
12	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	4	Each	$4,119.00	$16,476.00	$3,850.00	$15,400.00
13	Service Tubing (Bored) (Size Varies to 1 1/2")	215	LF	$13.00	$2,795.00	$11.00	$2,365.00
14	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	21	Each	$520.00	$10,920.00	$600.00	$12,600.00
15	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1	Each	$701.00	$701.00	$410.00	$410.00
16	Concrete Pavement Repair (All Depths)	115	SY	$36.00	$4,140.00	$95.00	$10,925.00
17	Asphalt Pavement Repair (All Depths)	500	SY	$61.00	$30,500.00	$82.00	$41,000.00
18	Concrete Curb & Gutter Repair (All Types)	166	LF	$49.00	$8,134.00	$24.00	$3,984.00
19	Concrete Sidewalk Repair	17	SY	$67.00	$1,139.00	$77.00	$1,309.00
20	Temporary Erosion Control	1	Lump Sum	$3,942.00	$3,942.00	$550.00	$550.00
21	Grassing	1	Lump Sum	$1,516.00	$1,516.00	$5,800.00	$5,800.00
22	Mobilization	1	Lump Sum	$21,225.00	$21,225.00	$36,460.00	$36,460.00
23	Maintenance of Traffic	1	Lump Sum	$9,096.00	$9,096.00	$4,530.00	$4,530.00
	SUB TOTAL SITE 1				**$211,923.00**		**$263,928.00**

BID TAB		DATE: 7-23-15		CB Developers, Inc. 1716 Evelyn Gandy Parkway Hattiesburg, MS 39401		Hemphill Construction Co. P.O. Drawer 879 Florence, MS 39073	
Project:	Comprehensive Water Improvements Ph. III - Mobile & Bouie Streets						
Project No.	1273-W008						
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
	Site 2 - Montague Street						
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	20	LF	$29.00	$580.00	$28.00	$560.00
2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	650	LF	$37.00	$24,050.00	$48.00	$31,200.00
3	Connection: Proposed 8" Water Line to Existing 20" Water Line (Hot Tap w/ Valve Assembly)	1	Each	$9,968.00	$9,968.00	$12,350.00	$12,350.00
4	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	1	Each	$3,174.00	$3,174.00	$2,400.00	$2,400.00
5	6" Gate Valve	2	Each	$828.00	$1,656.00	$890.00	$1,780.00
6	8" Gate Valve	1	Each	$1,156.00	$1,156.00	$1,275.00	$1,275.00
7	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	1	Each	$3,996.00	$3,996.00	$3,637.00	$3,637.00
8	Service Tubing (Bored) (Size Varies to 1 1/2")	180	LF	$13.00	$2,340.00	$13.50	$2,430.00
9	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	15	Each	$523.00	$7,845.00	$585.00	$8,775.00
10	Concrete Pavement Repair (All Depths)	38	SY	$36.00	$1,368.00	$110.00	$4,180.00
11	Asphalt Pavement Repair (All Depths)	92	SY	$73.00	$6,716.00	$75.00	$6,900.00
12	Concrete Curb & Gutter Repair (All Types)	25	LF	$67.00	$1,675.00	$26.00	$650.00
13	Temporary Erosion Control	1	Lump Sum	$1,819.00	$1,819.00	$480.00	$480.00
14	Grassing	1	Lump Sum	$1,819.00	$1,819.00	$4,530.00	$4,530.00
15	Mobilization	1	Lump Sum	$16,374.00	$16,374.00	$17,990.00	$17,990.00
16	Maintenance of Traffic	1	Lump Sum	$6,671.00	$6,671.00	$2,230.00	$2,230.00
	SUB TOTAL SITE 2				**$91,207.00**		**$101,367.00**
	Site 3 - McLaurin Street						
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	660	LF	$29.00	$19,140.00	$40.00	$26,400.00
2	Connection: Proposed 6" Water Line to Existing 20" Water Line (Hot Tap w/ Valve Assembly)	1	Each	$8,836.00	$8,836.00	$11,900.00	$11,900.00
3	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1	Each	$3,517.00	$3,517.00	$2,600.00	$2,600.00
4	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	1	Each	$3,996.00	$3,996.00	$3,840.00	$3,840.00
5	Service Tubing (Bored) (Size Varies to 1 1/2")	70	LF	$13.00	$910.00	$17.00	$1,190.00
6	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	3	Each	$522.00	$1,566.00	$590.00	$1,770.00
7	Concrete Pavement Repair (All Depths)	20	SY	$36.00	$720.00	$110.00	$2,200.00
8	Asphalt Pavement Repair (All Depths)	35	SY	$79.00	$2,765.00	$95.00	$3,325.00
9	Concrete Curb & Gutter Repair (All Types)	40	LF	$67.00	$2,680.00	$24.00	$960.00
10	Concrete Sidewalk Repair	2	SY	$67.00	$134.00	$75.00	$150.00
11	Temporary Erosion Control	1	Lump Sum	$1,213.00	$1,213.00	$100.00	$100.00
12	Grassing	1	Lump Sum	$1,213.00	$1,213.00	$2,390.00	$2,390.00
13	Mobilization	1	Lump Sum	$15,161.00	$15,161.00	$14,600.00	$14,600.00
14	Maintenance of Traffic	1	Lump Sum	$7,277.00	$7,277.00	$3,000.00	$3,000.00
	SUB TOTAL SITE 3				**$69,128.00**		**$74,425.00**

BID TAB		DATE: 7-23-15		CB Developers, Inc. 1716 Evelyn Gandy Parkway Hattiesburg, MS 39401		Hemphill Construction Co. P.O. Drawer 879 Florence, MS 39073	
Project:	Comprehensive Water Improvements Ph. III - Mobile & Bouie Streets						
Project No.	1273-W008						
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
	Site 4 - E 9th, Coit, E 10th, Lula, Inez, Allen, Gravel, Heiddle & Kinnard St's						
1	1" Sch 80 PVC (Open Cut)	10	LF	$19.00	$190.00	$13.00	$130.00
2	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20	LF	$19.00	$380.00	$11.00	$220.00
3	4" Class 350 Ductile Iron Water Pipe (Open Cut)	20	LF	$30.00	$600.00	$44.00	$880.00
4	6" Class 350 Ductile Iron Water Pipe (Open Cut)	3,670	LF	$29.00	$106,430.00	$39.30	$144,231.00
5	8" Class 350 Ductile Iron Water Pipe (Open Cut)	2,875	LF	$37.00	$106,375.00	$50.00	$143,750.00
6	12" Class 350 Ductile Iron Water Pipe (Open Cut)	1,030	LF	$56.00	$57,680.00	$68.00	$70,040.00
7	16" 200 PSI, DR9, HDPE (Open Cut) (Incl. adapter fittings)	100	LF	$108.00	$10,800.00	$140.00	$14,000.00
8	20" Steel Casing, 0.25" WT (Bored)	80	LF	$157.00	$12,560.00 *	$190.00	$15,200.00
9	Connection: Proposed 12" Water Line to Proposed 8" & 6" Water Lines (Cross & other fittings)	1	Each	$3,728.00	$3,728.00	$2,900.00	$2,900.00
10	Connection: Proposed 12" Water Line to Existing 12" Water Line (Hot Tap w/ Valve Assembly)	2	Each	$7,257.00	$14,514.00	$4,440.00	$8,880.00
11	Connection: Proposed 8" Water Line to Existing 12" Water Line (Hot Tap w/ Valve Assembly)	1	Each	$5,777.00	$5,777.00	$3,230.00	$3,230.00
12	Connection: Proposed 8" Water Line to Existing 6" Water Line (Cross & other fittings)	1	Each	$2,976.00	$2,976.00	$1,450.00	$1,450.00
13	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	1	Each	$2,813.00	$2,813.00	$1,430.00	$1,430.00
14	Connection: Proposed 8" Water Line to Existing 4" Water Line (Tee & other fittings)	1	Each	$2,525.00	$2,525.00	$1,100.00	$1,100.00
15	Connection: Proposed 8" Water Line to Proposed 6" Water Line (Tee & other fittings)	3	Each	$3,138.00	$9,414.00	$1,150.00	$3,450.00
16	Connection: Proposed 6" Water Line to Proposed 6" Water Line (Tee & other fittings)	1	Each	$2,488.00	$2,488.00	$1,140.00	$1,140.00
17	Connection: Proposed 6" Water Line to Existing 6" Water Line (Cross & other fittings)	1	Each	$2,874.00	$2,874.00	$1,760.00	$1,760.00
18	Connection: Proposed 6" Water Line to Existing 6" Water Line (Tee & other fittings)	3	Each	$2,448.00	$7,344.00	$1,400.00	$4,200.00
19	Connection: Proposed 6" Water Line to Existing 1" Water Line (Hot Tap w/ Valve Assembly)	1	Each	$2,272.00	$2,272.00	$550.00	$550.00
20	Connection: Proposed 4" Water Line to Existing 2" Water Line (Straight Connection & other fittings)	1	Each	$2,290.00	$2,290.00	$510.00	$510.00
21	4" Gate Valve	1	Each	$729.00	$729.00	$775.00	$775.00
22	6" Gate Valve	18	Each	$828.00	$14,904.00	$890.00	$16,020.00
23	8" Gate Valve	11	Each	$1,156.00	$12,716.00	$1,275.00	$14,025.00
24	12" Gate Valve	4	Each	$2,189.00	$8,756.00	$2,190.00	$8,760.00

BID TAB Project: Project No.	Comprehensive Water Improvements Ph. III - Mobile & Bouie Streets 1273-W008	DATE: 7-23-15		CB Developers, Inc. 1716 Evelyn Gandy Parkway Hattiesburg, MS 39401		Hemphill Construction Co. P.O. Drawer 879 Florence, MS 39073	
Item No.	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
25	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	18	Each	$3,855.00	$69,390.00	$3,800.00	$68,400.00
~~26~~	Service Tubing (Bored) (Size Varies to 1 1/2")	1,240	LF	$13.00	$16,120.00	$10.00	$12,400.00
27	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	56	Each	$501.00	$28,056.00	$590.00	$33,040.00
28	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	2	Each	$1,478.00	$2,956.00	$720.00	$1,440.00
29	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	6	Each	$762.00	$4,572.00	$600.00	$3,600.00
30	Removal of Fire Hydrant and Appurtenances	2	Each	$1,819.00	$3,638.00	$285.00	$570.00
31	Concrete Paved Ditch	4	CY	$267.00	$1,068.00	$235.00	$940.00
32	Concrete Pavement Repair (All Depths)	78	SY	$67.00	$5,226.00	$108.00	$8,424.00
33	Asphalt Pavement Repair (All Depths)	954	SY	$58.00	$55,332.00	$85.00	$81,090.00
34	Concrete Sidewalk Repair	26	SY	$67.00	$1,742.00	$80.00	$2,080.00
35	Temporary Erosion Control	1	Lump Sum	$1,819.00	$1,819.00	$1,000.00	$1,000.00
36	Grassing	1	Lump Sum	$1,819.00	$1,819.00	$10,822.00	$10,822.00
37	Mobilization	1	Lump Sum	$28,502.00	$28,502.00	$71,880.00	$71,880.00
	SUB TOTAL SITE 4				**$611,375.00**		**$754,317.00**
	Site 5 - Atlanta Street						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20	LF	$10.00	$200.00	$11.70	$234.00
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	20	LF	$29.00	$580.00	$26.00	$520.00
3	8" Class 350 Ductile Iron Water Pipe (Open Cut)	1,410	LF	$37.00	$52,170.00	$49.00	$69,090.00
4	Connection: Proposed 8" Water Line to Existing 12" Water Line (Hot Tap w/ Valve Assembly)	1	Each	$6,019.00	$6,019.00	$3,500.00	$3,500.00
5	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap w/ Valve Assembly)	1	Each	$5,276.00	$5,276.00	$3,180.00	$3,180.00
6	Connection: Proposed 8" Water Line to Existing 6" Water Line (Cross & other fittings)	1	Each	$2,976.00	$2,976.00	$2,200.00	$2,200.00
7	Connection: Proposed 8" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	2	Each	$2,454.00	$4,908.00	$700.00	$1,400.00
8	6" Gate Valve	2	Each	$828.00	$1,656.00	$890.00	$1,780.00
9	8" Gate Valve	2	Each	$1,156.00	$2,312.00	$1,275.00	$2,550.00
10	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	3	Each	$4,069.00	$12,207.00	$3,770.00	$11,310.00
11	Service Tubing (Bored) (Size Varies to 1 1/2")	640	LF	$13.00	$8,320.00	$10.00	$6,400.00
12	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	25	Each	$522.00	$13,050.00	$610.00	$15,250.00
13	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1	Each	$762.00	$762.00	$400.00	$400.00
14	Removal of Fire Hydrant and Appurtenances	1	Each	$1,213.00	$1,213.00	$285.00	$285.00
15	Concrete Pavement Repair (All Depths)	55	SY	$67.00	$3,685.00	$107.00	$5,885.00
16	Asphalt Pavement Repair (All Depths)	233	SY	$64.00	$14,912.00	$82.00	$19,106.00

BID TAB		DATE: 7-23-15		CB Developers, Inc. 1716 Evelyn Gandy Parkway Hattiesburg, MS 39401		Hemphill Construction Co. P.O. Drawer 879 Florence, MS 39073	
Project:	Comprehensive Water Improvements Ph. III - Mobile & Bouie Streets						
Project No.	1273-W008						
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
17	Concrete Curb & Gutter Repair (All Types)	10	LF	$67.00	$670.00	$25.00	$250.00
18	Concrete Sidewalk Repair	3	SY	$67.00	$201.00	$78.00	$234.00
19	Temporary Erosion Control	1	Lump Sum	$1,819.00	$1,819.00	$270.00	$270.00
20	Grassing	1	Lump Sum	$1,819.00	$1,819.00	$4,080.00	$4,080.00
21	Mobilization	1	Lump Sum	$18,193.00	$18,193.00	$24,500.00	$24,500.00
22	Maintenance of Traffic	1	Lump Sum	$7,277.00	$7,277.00	$2,490.00	$2,490.00
	SUB TOTAL SITE 5				**$160,225.00**		**$174,914.00**
	Site 6 - E 9th Street						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	40	LF	$19.00	$760.00	$9.50	$380.00
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	20	LF	$30.00	$600.00	$42.50	$850.00
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	920	LF	$29.00	$26,680.00	$45.00	$41,400.00
4	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	2	Each	$4,002.00	$8,004.00	$2,600.00	$5,200.00
5	Connection: Proposed 6" Water Line to Existing 4" Water Line (Tee & other fittings)	1	Each	$2,226.00	$2,226.00	$1,030.00	$1,030.00
6	Connection: Proposed 6" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	2	Each	$1,777.00	$3,554.00	$960.00	$1,920.00
7	4" Gate Valve	1	Each	$729.00	$729.00	$775.00	$775.00
8	8" Gate Valve	2	Each	$1,156.00	$2,312.00	$500.00	$1,000.00
9	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	2	Each	$3,996.00	$7,992.00	$3,550.00	$7,100.00
10	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	7	Each	$521.00	$3,647.00	$600.00	$4,200.00
11	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1	Each	$762.00	$762.00	$405.00	$405.00
12	Concrete Pavement Repair (All Depths)	11	SY	$67.00	$737.00	$107.00	$1,177.00
13	Asphalt Pavement Repair (All Depths)	355	SY	$61.00	$21,655.00	$78.00	$27,690.00
14	Concrete Curb & Gutter Repair (All Types)	10	LF	$67.00	$670.00	$24.00	$240.00
15	Concrete Sidewalk Repair	15	SY	$67.00	$1,005.00	$77.00	$1,155.00
16	Temporary Erosion Control	1	Lump Sum	$1,819.00	$1,819.00	$270.00	$270.00
17	Grassing	1	Lump Sum	$1,819.00	$1,819.00	$2,260.00	$2,260.00
18	Mobilization	1	Lump Sum	$18,193.00	$18,193.00	$19,480.00	$19,480.00
19	Maintenance of Traffic	1	Lump Sum	$6,671.00	$6,671.00	$2,260.00	$2,260.00
	SUB TOTAL SITE 6				**$109,835.00**		**$118,792.00**
	Site 7 - Whitney, E 8th & E 10th Streets						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20	LF	$19.00	$380.00	$11.70	$234.00
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	20	LF	$30.00	$600.00	$30.80	$616.00
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,650	LF	$29.00	$47,850.00	$40.50	$66,825.00
4	8" Class 350 Ductile Iron Water Pipe (Open Cut)	2,325	LF	$37.00	$86,025.00	$55.00	$127,875.00

BID TAB		DATE: 7-23-15		CB Developers, Inc. 1716 Evelyn Gandy Parkway Hattiesburg, MS 39401		Hemphill Construction Co. P.O. Drawer 879 Florence, MS 39073	
Project:	Comprehensive Water Improvements Ph. III - Mobile & Bouie Streets						
Project No.	1273-W008						
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
5	Connection: Proposed 8" Water Line to Proposed 8" Water Line (Tee & other fittings)	1	Each	$3,116.00	$3,116.00	$735.00	$735.00
6	Connection: Proposed 8" Water Line to Proposed 6" Water Line (Tee & other fittings)	1	Each	$2,813.00	$2,813.00	$670.00	$670.00
7	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap w/ Valve Assembly)	1	Each	$5,276.00	$5,276.00	$3,170.00	$3,170.00
8	Connection: Proposed 8" Water Line to Existing 6" Water Line (Cross & other fittings)	1	Each	$3,098.00	$3,098.00	$1,450.00	$1,450.00
9	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	2	Each	$3,286.00	$6,572.00	$1,400.00	$2,800.00
10	Connection: Proposed 8" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	1	Each	$2,272.00	$2,272.00	$1,120.00	$1,120.00
11	Connection: Proposed 8" Water Line to Existing 1" Water Line (Hot Tap w/ Valve Assembly)	2	Each	$1,631.00	$3,262.00	$900.00	$1,800.00
12	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1	Each	$4,002.00	$4,002.00	$2,600.00	$2,600.00
13	Connection: Proposed 6" Water Line to Existing 6" Water Line (Cross & other fittings)	1	Each	$2,632.00	$2,632.00	$1,560.00	$1,560.00
14	Connection: Proposed 6" Water Line to Existing 4" Water Line (Cross & other fittings)	1	Each	$2,319.00	$2,319.00	$1,570.00	$1,570.00
15	4" Gate Valve	2	Each	$729.00	$1,458.00	$775.00	$1,550.00
16	6" Gate Valve	12	Each	$828.00	$9,936.00	$890.00	$10,680.00
17	8" Gate Valve	7	Each	$1,156.00	$8,092.00	$1,275.00	$8,925.00
18	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	6	Each	$4,045.00	$24,270.00	$3,740.00	$22,440.00
19	Service Tubing (Bored) (Size Varies to 1 1/2")	755	LF	$13.00	$9,815.00	$12.00	$9,060.00
20	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	40	Each	$521.00	$20,840.00	$600.00	$24,000.00
21	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1	Each	$762.00	$762.00	$400.00	$400.00
22	Removal of Fire Hydrant and Appurtenances	3	Each	$1,213.00	$3,639.00	$285.00	$855.00
23	Concrete Pavement Repair (All Depths)	155	SY	$67.00	$10,385.00	$107.00	$16,585.00
24	Asphalt Pavement Repair (All Depths)	759	SY	$52.00	$39,468.00	$80.00	$60,720.00
25	Concrete Curb & Gutter Repair (All Types)	50	LF	$67.00	$3,350.00	$23.00	$1,150.00
26	Concrete Sidewalk Repair	12	SY	$67.00	$804.00	$78.00	$936.00
27	Temporary Erosion Control	1	Lump Sum	$3,032.00	$3,032.00	$680.00	$680.00
28	Grassing	1	Lump Sum	$2,426.00	$2,426.00	$6,800.00	$6,800.00
29	Mobilization	1	Lump Sum	$22,438.00	$22,438.00	$42,130.00	$42,130.00
30	Maintenance of Traffic	1	Lump Sum	$9,096.00	$9,096.00	$5,000.00	$5,000.00
	SUB TOTAL SITE 7				**$340,028.00**		**$424,936.00**

BID TAB		DATE: 7-23-15		CB Developers, Inc. 1716 Evelyn Gandy Parkway Hattiesburg, MS 39401		Hemphill Construction Co. P.O. Drawer 879 Florence, MS 39073	
Project:	Comprehensive Water Improvements Ph. III - Mobile & Bouie Streets						
Project No.	1273-W008						
Item No.	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
	Site 8 - E 6th Street						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20	LF	$19.00	$380.00	$11.70	$234.00
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	980	LF	$29.00	$28,420.00	$41.00	$40,180.00
3	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	2	Each	$4,002.00	$8,004.00	$2,615.00	$5,230.00
4	Connection: Proposed 6" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	1	Each	$2,019.00	$2,019.00	$1,075.00	$1,075.00
5	6" Gate Valve	2	Each	$828.00	$1,656.00	$890.00	$1,780.00
6	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	3	Each	$3,897.00	$11,691.00	$3,680.00	$11,040.00
7	Service Tubing (Bored) (Size Varies to 1 1/2")	80	LF	$13.00	$1,040.00	$15.00	$1,200.00
8	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	7	Each	$521.00	$3,647.00	$590.00	$4,130.00
9	Concrete Pavement Repair (All Depths)	44	SY	$67.00	$2,948.00	$107.00	$4,708.00
10	Asphalt Pavement Repair (All Depths)	301	SY	$61.00	$18,361.00	$81.00	$24,381.00
11	Concrete Curb & Gutter Repair (All Types)	20	LF	$67.00	$1,340.00	$23.00	$460.00
12	Concrete Sidewalk Repair	2	SY	$67.00	$134.00	$78.00	$156.00
13	Temporary Erosion Control	1	Lump Sum	$1,213.00	$1,213.00	$208.00	$208.00
14	Grassing	1	Lump Sum	$1,213.00	$1,213.00	$1,680.00	$1,680.00
15	Mobilization	1	Lump Sum	$18,193.00	$18,193.00	$18,030.00	$18,030.00
16	Maintenance of Traffic	1	Lump Sum	$6,671.00	$6,671.00	$2,225.00	$2,225.00
	SUB TOTAL SITE 8				**$106,930.00**		**$116,717.00**
	Site 9 – E 5th & Short E 5th Streets & Ferguson Alley						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20	LF	$19.00	$380.00	$11.70	$234.00
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	230	LF	$30.00	$6,900.00	$56.90	$13,087.00
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,090	LF	$29.00	$31,610.00	$47.00	$51,230.00
4	Connection: Proposed 6" Water Line to Proposed 6" & 4" Water Lines (Tee & other fittings)	1	Each	$2,566.00	$2,566.00	$875.00	$875.00
5	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	2	Each	$4,002.00	$8,004.00 *	$2,615.00	$5,230.00
6	Connection: Proposed 4" Water Line to Existing 2" Water Line (Straight Connection & other fittings)	1	Each	$1,805.00	$1,805.00	$440.00	$440.00
7	4" Gate Valve	1	Each	$729.00	$729.00	$775.00	$775.00
8	6" Gate Valve	1	Each	$828.00	$828.00	$890.00	$890.00
9	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	4	Each	$4,101.00	$16,404.00	$3,630.00	$14,520.00
10	Service Tubing (Bored) (Size Varies to 1 1/2")	60	LF	$13.00	$780.00	$15.00	$900.00
11	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	9	Each	$520.00	$4,680.00	$590.00	$5,310.00

BID TAB		DATE: 7-23-15		CB Developers, Inc. 1716 Evelyn Gandy Parkway Hattiesburg, MS 39401		Hemphill Construction Co. P.O. Drawer 879 Florence, MS 39073	
Project:	Comprehensive Water Improvements Ph. III - Mobile & Bouie Streets						
Project No.	1273-W008						
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
12	Removal of Fire Hydrant and Appurtenances	1	Each	$1,214.00	$1,214.00	$285.00	$285.00
13	Concrete Pavement Repair (All Depths)	13	SY	$67.00	$871.00	$95.00	$1,235.00
14	Asphalt Pavement Repair (All Depths)	460	SY	$55.00	$25,300.00	$85.00	$39,100.00
15	Concrete Curb & Gutter Repair (All Types)	20	LF	$67.00	$1,340.00	$23.00	$460.00
16	Concrete Sidewalk Repair	2	SY	$67.00	$134.00	$77.00	$154.00
17	Temporary Erosion Control	1	Lump Sum	$1,213.00	$1,213.00	$210.00	$210.00
18	Grassing	1	Lump Sum	$1,213.00	$1,213.00	$800.00	$800.00
19	Mobilization	1	Lump Sum	$18,193.00	$18,193.00	$19,400.00	$19,400.00
20	Maintenance of Traffic	1	Lump Sum	$6,671.00	$6,671.00	$1,550.00	$1,550.00
	SUB TOTAL SITE 9				**$130,835.00**		**$156,685.00**
	Site 10 - River, E 6th & E 5th Streets & Beta Avenue						
1	1" Sch 80 PVC (Open Cut)	10	LF	$19.00	$190.00	$13.00	$130.00
2	2" Class 350 Ductile Iron Water Pipe (Open Cut)	270	LF	$19.00	$5,130.00	$11.75	$3,172.50
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	2,760	LF	$29.00	$80,040.00	$41.60	$114,816.00
4	Connection: Proposed 6" Water Line to Proposed 6" Water Line (Tee & other fittings)	1	Each	$2,488.00	$2,488.00	$930.00	$930.00
5	Connection: Proposed 6" Water Line to Proposed 6" & 2" Water Lines (Tee & other fittings)	1	Each	$2,939.00	$2,939.00	$1,075.00	$1,075.00
6	Connection: Proposed 6" Water Line to Proposed 6" & Existing 2" Water Lines (Tee & other fittings)	1	Each	$2,723.00	$2,723.00	$870.00	$870.00
7	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1	Each	$4,002.00	$4,002.00	$2,615.00	$2,615.00
8	Connection: Proposed 6" Water Line to Existing 6" Water Line (Tee & other fittings)	1	Each	$2,488.00	$2,488.00	$1,190.00	$1,190.00
9	Connection: Proposed 6" Water Line to Existing 6" Water Line (Straight Connection & other fittings)	1	Each	$2,369.00	$2,369.00	$665.00	$665.00
10	Connection: Proposed 2" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1	Each	$2,505.00	$2,505.00	$2,760.00	$2,760.00
11	Connection: Proposed 2" Water Line to Existing 2" Water Line (Tee & other fittings)	1	Each	$1,368.00	$1,368.00	$420.00	$420.00
12	2" Gate Valve	2	Each	$540.00	$1,080.00	$625.00	$1,250.00
13	6" Gate Valve	6	Each	$828.00	$4,968.00	$890.00	$5,340.00
14	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	6	Each	$3,946.00	$23,676.00	$3,500.00	$21,000.00
15	Blow-Off Valve w/ Appurtenances (Incl. Tee, Valve, Pipe & other fittings)	1	Each	$1,617.00	$1,617.00	$795.00	$795.00
16	Service Tubing (Bored) (Size Varies to 1 1/2")	60	LF	$13.00	$780.00	$15.00	$900.00

BID TAB		DATE: 7-23-15		CB Developers, Inc. 1716 Evelyn Gandy Parkway Hattiesburg, MS 39401		Hemphill Construction Co. P.O. Drawer 879 Florence, MS 39073	
Project:	Comprehensive Water Improvements Ph. III - Mobile & Bouie Streets						
Project No.	1273-W008						
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
17	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	19	Each	$519.00	$9,861.00	$590.00	$11,210.00
~~18~~	Removal of Fire Hydrant and Appurtenances	2	Each	$1,213.00	$2,426.00	$280.00	$560.00
19	Concrete Pavement Repair (All Depths)	39	SY	$67.00	$2,613.00	$108.00	$4,212.00
20	Asphalt Pavement Repair (All Depths)	469	SY	$55.00	$25,795.00	$78.00	$36,582.00
21	Concrete Curb & Gutter Repair (All Types)	20	LF	$67.00	$1,340.00	$23.00	$460.00
22	Concrete Sidewalk Repair	8	SY	$67.00	$536.00	$78.00	$624.00
23	Temporary Erosion Control	1	Lump Sum	$1,213.00	$1,213.00	$210.00	$210.00
24	Grassing	1	Lump Sum	$1,516.00	$1,516.00	$5,935.00	$5,935.00
25	Mobilization	1	Lump Sum	$20,012.00	$20,012.00	$29,770.00	$29,770.00
26	Maintenance of Traffic	1	Lump Sum	$6,671.00	$6,671.00	$3,600.00	$3,600.00
	SUB TOTAL SITE 10				**$210,346.00**		**$251,091.50**
	TOTAL SITES 1-10				**$2,041,832.00**		**$2,437,172.50**

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on July 23, 2015 at 10:00 a.m., and that said tabulation is true and correct to the best of my belief.

Kyle D. Wallace, P.E.

Comments:

* mathmatical correction

City of Hattiesburg, MS

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

Master

File Number: 2015-2044

File ID:	2015-2044	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	07/27/2015
Brief Title:	Sale of Grave Spaces			**Final Action:**	
				Minute Book Number:	MB2015-241

Title:
Approve the sale of grave spaces, per attached memo.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Deeds 8-4-15, Cemetery Rec-8-4-15, executed Cemetery Rec-8-4-15	**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	08/04/2015					

Text of Legislative File 2015-2044

Title

Approve the sale of grave spaces, per attached memo.

Summary

Grave Sales

Budget Information

Expenditure Type

Purchasing Item

Publication Information

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 Walker K. Hudnall subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W ½) of the Southeast Quarter (SE ¼)

Lot Number: 75 Section Number: 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day of August, 2015..

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 Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of August, 2015.

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 Mattie C. Ferguson , 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 (E ½) of the Southwest Quarter (SW¼)

Lot Number : 136 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day of August, 2015.

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 Kermas Eaton Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of August, 2015.

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 Ellen D. Harris subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W ½) of the Northwest Quarter (NW ¼)

Lot Number: 91 Section Number: 29

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day of August, 2015..

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 Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of August, 2015.

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 Gregory C. Garner 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 (N ½) of the Northeast Quarter (NE ¼)

Lot Number: 71 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 4th day of August, 2015..

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 Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of August, 2015.

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 Sharon Lee Harnish 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 (N ½) of the Northeast Quarter (NE ¼)

Lot Number: 61 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 4th day of August, 2015..

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 Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of August, 2015.

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 Debra Mae Harnish 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 Northeast Quarter (NE ¼)

Lot Number: 61 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 4th day of August, 2015..

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 Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of August, 2015.

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 Katherine Hope Sykes 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 (N ½) of the Southeast Quarter (SE ¼)

Lot Number: 61 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 4th day of August, 2015..

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 Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of August, 2015.

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 Margie C. Sykes 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 Southeast Quarter (SE ¼)

Lot Number: 61 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 4th day of August, 2015..

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 Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of August, 2015.

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, Joseph Boone 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 ¼)

Lot Number 45 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day of August, 2015.

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 Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of August, 2015

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 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, Gene Simmons 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 ¼)

Lot Number 45 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day of August, 2015.

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 Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of August, 2015

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 Gene Simmons 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 ¼)

Lot Number: 45 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 4th day of August, 2015..

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 Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of August, 2015.

My Commission Expires: _____

NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

CORRECTED DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of 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, Gerald Tompkins 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 ¼)

Lot Number 70 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day of August, 2015.

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 Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of August, 2015

My Commission Expires:

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_____
NOTARY PUBLIC

Mail #0
2635 Rambling Way
Lithonia Georgia 30058

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 7-15 20 15

SOLD TO:

Mr.. Mrs. Miss Ellen D Harris

ADDRESS 305 Dearborne St. Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W ½ NW ¼ Lot No. 91 Section No. 29 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [signature]
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 7-15 20 15

SOLD TO:

Mr.. Mrs. Miss Mattie C Ferguson

ADDRESS 228 Fairway Dr. Hattiesburg MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E ½ SW ¼ Lot No. 136 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space $ 150

Price Received $ 150

CITY OF HATTIESBURG, MISSISSIPPI

By [signature]
Supt. of City Cemeteries

Mail to:
2703 High Point DR.
Round Rock, TX. 78664
78664

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 07-08- 20 15

SOLD TO:

Mr.. Mrs. Miss Gregory C Garner

ADDRESS 303 Vernon Dahmer DR, Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ NE ¼ Lot No. 71 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

[signature]

Mail to:
103 Timber Lakes DR
Petal, MS. 39465

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 07-21- 20 15

SOLD TO:

Mr.. Mrs. Miss Margie C. Sykes

ADDRESS 805 Hardy St Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SE ¼ Lot No. 101 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

ck # 7514

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bruce
Supt. of City Cemeteries

Mail to:
103 Timber Lakes DR
Petal, MS. 39465

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 07-21 20 15

SOLD TO:

Mr.. Mrs. Miss Katherine Hope Sykes

ADDRESS 805 Hardy St Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ SE ¼ Lot No. 101 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

ck # 7518

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bruce
Supt. of City Cemeteries

Mail to:
103 Timber Lakes DR
Petal, MS. 39465

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 07-21 20 15

SOLD TO:

Mr.. Mrs. Miss Debra Mae Harris

ADDRESS 805 Hardy St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NE ¼ Lot No. 101 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

Mail to:
103 Timber Lakes DR
Petal, MS. 39465

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 07-21 20 15

SOLD TO:

Mr.. Mrs. Miss Sharon Lee Harnish

ADDRESS 805 Hardy St. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ NE ¼ Lot No. 61 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Check 7515

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

Mail to:
10 Sidney Marie DR.
Purvis, MS 39475

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 07-21- 20 15

SOLD TO:

Mr.. Mrs. Miss Gene Simmons

ADDRESS 220 46th Ave Hattiesburg, MS. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NW ¼ Lot No. 45 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

Mail to:
10 Sidney Marie DR.
Purvis, MS. 39475

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 07-21- 20 15

SOLD TO:

Mr.. Mrs. Miss Gene Simmons

ADDRESS 220 46th Ave, Hattiesburg, MS. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

— ½ NE ¼ Lot No. 45 Section No. 34 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 07-11- 20 15

SOLD TO:

Mr.. Mrs. Miss Walter K. Hudnall

ADDRESS 5752 Hwy 49 S. P.O. Box 245, Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W ½ SE ¼ Lot No. 75 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Boone

Supt. of City Cemeteries

Clc # 7334 (A+A)

Mail to:
14 Clay DR.
Petal, MS. 39465

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 07-20- 20 15

SOLD TO:

Mr.. Mrs. Miss Joseph Boone

ADDRESS 220 40th Ave, Hattiesburg, MS. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

½ SE ¼ Lot No. 45 Section No. 34 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Boone

Supt. of City Cemeteries

Clc # 1091

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 Walker K. Hudnall subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W ½) of the Southeast Quarter (SE ¼)

Lot Number: 75 Section Number: 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day of August, 2015..

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 Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of August, 2015.

NOTARY PUBLIC

My Commission Expires:

11-6-16

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars ($150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mattie C. Ferguson , 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 (E ½) of the Southwest Quarter (SW¼)

Lot Number : 136 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day of August, 2015.

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 Kermas Eaton Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of August, 2015.

NOTARY PUBLIC

My Commission Expires:
11-6-16

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
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 Ellen D. Harris subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W ½) of the Northwest Quarter (NW ¼)

Lot Number: 91 Section Number: 29

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day of August, 2015..

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 Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of August, 2015.

My Commission Expires:

11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
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 Gregory C. Garner 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 (N ½) of the Northeast Quarter (NE ¼)

Lot Number: 71 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 4th day of August, 2015..

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 Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of August, 2015.

My Commission Expires:

11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
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 Sharon Lee Harnish 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 (N ½) of the Northeast Quarter (NE ¼)

Lot Number: 61 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 4th day of August, 2015..

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 Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of August, 2015.

My Commission Expires:

11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
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 Debra Mae Harnish 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 Northeast Quarter (NE ¼)

Lot Number: 61 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 4th day of August, 2015..

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 Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of August, 2015.

My Commission Expires:

11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 61873
Commission Expires
November 6, 2016
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 Katherine Hope Sykes 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 (N ½) of the Southeast Quarter (SE ¼)

Lot Number: 61 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 4th day of August, 2015..

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 Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of August, 2015.

My Commission Expires:

11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
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 Margie C. Sykes 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 Southeast Quarter (SE ¼)

Lot Number: 61 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 4th day of August, 2015..

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 Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of August, 2015.

My Commission Expires:
11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
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, Joseph Boone 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 ¼)

Lot Number 45 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day of August, 2015.

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 Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of August, 2015

My Commission Expires:
11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
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, Gene Simmons 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 ¼)

Lot Number 45 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day of August, 2015.

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 Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of August, 2015

My Commission Expires:

11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
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 Gene Simmons 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 ¼)

Lot Number: 45 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 4th day of August, 2015..

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 Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of August, 2015.

NOTARY PUBLIC

My Commission Expires:

11-6-16

STATE OF MISSISSIPPI
PERLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

CORRECTED DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of 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, Gerald Tompkins 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 ¼)

Lot Number 70 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 4th day of August, 2015.

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 Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 4th day of August, 2015

My Commission Expires:

11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

City of Hattiesburg, MS

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

Master

File Number: 2015-2052

File ID:	2015-2052	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	07/28/2015
Brief Title:	HOME Program Payments			**Final Action:**	
				Minute Book Number:	MB2015-241

Title:

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

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Affordable Southern Homes Requests for Payment	**Enactment Number:**	
Contact:		**Meeting Date:**	08/04/2015
Drafter:	Anita Bratcher	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/04/2015					

Text of Legislative File 2015-2052

Title

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

Summary

HOME Program Payments

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: La'Keylah White
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual check HOME Program Claims

DATE: August 4, 2015

Recipient:	**Affordable Southern Homes**
Activity:	Tenant Based Rental Assistance for Richard Maxwell
Program:	HOME
Project Site:	862 Main Street #12
Amount Requested:	**$650.00**
Purpose of Request:	Payment of Rental Deposit and First Month Rent
Work Provided by:	**Affordable Southern Homes**

Recipient:	**Affordable Southern Homes**
Activity:	Tenant Based Rental Assistance for Arnold Burnside and Brittany Russell
Program:	HOME
Project Site:	862 Main Street #21
Amount Requested:	**$685.00**
Purpose of Request:	Payment of Rental Deposit and First Month Rent
Work Provided by:	**Affordable Southern Homes**

AFFORDABLE SOUTHERN HOMES

22 CENTRAL SCHOOL RD
HATTIESBURG MS 39401
601-606-0003 & 601-441-7447

7/28/15

TO WHOM MAY CONCERN :

Mr. Richard Maxwell has a lease pending with our company at the following address...

862 N. main street apt #12
HATTIESBURG MS 39401

Security deposit $300
First months rent $350
Total of $650

This to be payable to above company and address.

FOR ANY QUESTION OR CONCERN PLEASE CALL THE NUMBER ABOVE

PEDRO FIGUEROA
PROPERTY MANAGER

_____

AFFORDABLE SOUTHERN HOMES
22 CENTRAL SCHOOL RD
HATTIESBURG MS 39401
601-606-0003 & 601-441-7447

7/28/15

TO WHOM MAY CONCERN :

Mr. Arnold Burnside has a lease pending with our company at the following address...

862 N. main street apt #21
HATTIESBURG MS 39401

Security deposit $300.00
First months rent $385.00
Total of $685.00

This to be payable to above company and address.

FOR ANY QUESTION OR CONCERN PLEASE CALL THE NUMBER ABOVE

PEDRO FIGUEROA
PROPERTY MANAGER

City of Hattiesburg, MS

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

Master

File Number: 2015-2050

File ID:	2015-2050	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	07/28/2015
Brief Title:	CDBG Program Payments			**Final Action:**	
				Minute Book Number:	MB2015-242

Title:

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

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Osceola McCarty Requests for Payment	**Enactment Number:**	
Contact:		**Meeting Date:**	08/04/2015
Drafter:	Anita Bratcher	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	08/04/2015					

Text of Legislative File 2015-2050

Title

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

Summary

CDBG Program Payments

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: La'Keylah White
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual check CDBG Program Claims

DATE: August 4, 2015

Recipient:	**Oseola McCarty Youth Development Center**
Activity:	Roof Repair to Building
Program:	CDBG
Project Site:	607 McSwain Street
Amount Requested:	**$9,759.33**
Purpose of Request:	Payment Request #1 (Roof Trusses)
Work Provided by:	**Phillip Travis, TCS**

Recipient:	**Oseola McCarty Youth Development Center**
Activity:	Roof Repair to Building
Program:	CDBG
Project Site:	607 McSwain Street
Amount Requested:	**$10,139.57**
Purpose of Request:	Payment Request #2 (Prep Wood Material for Trusses and Metal Sheeting)
Work Provided by:	**Phillip Travis, TCS**

Phillip Travis, T.S
125 Whitesand Road
Poplarville, MS 39470
(601) 365-9028

INVOICE NO. 510305

Invoice

SOLD TO	Janet Baldwin	SHIPPED TO	Mc Carty Center
ADDRESS	607 Mc Swain St.	ADDRESS	
CITY, STATE, ZIP	Hattiesburg MS 39401	CITY, STATE, ZIP	

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE
				7/14/15

		Trusses 55 X 125		$	9,759 33
		Paid			
				$	9,759 33

adams D8740

01-11

Phillip Travis, TCS
125 Whitesand Road
Poplarville, MS 39470
(601) 365-9028

INVOICE NO. 510306

Invoice

SOLD TO Janet Baldwin	SHIPPED TO McCarty Center — VIA
ADDRESS 607 McSwain St.	ADDRESS
CITY, STATE, ZIP Hattiesburg MS 39401	CITY, STATE, ZIP

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE
				1/24/15

prep Wood Material for Trusses			$4,365 77
Metal Sheeting 55 X 125			$5,773 80
paid 1-24-15			
Amount due			$10,139 57

adams 08740

01-11

City of Hattiesburg, MS

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

Master

File Number: 2015-2042

File ID:	2015-2042	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	2	**Reference:**		**In Control:**	City Council
				File Created:	07/24/2015
Brief Title:	Claims Docket			**Final Action:**	
				Minute Book Number:	MB2015-242

Title:
Approve claims docket for the period ending July 31, 2015.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	DOCKET 15.07-31	**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	08/04/2015					

Text of Legislative File 2015-2042

Title

Approve claims docket for the period ending July 31, 2015.

Summary

Claims Docket

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A & R FARM AND GARDEN	285886	00153705	14006976	SAND BAGS-TRAFFIC	07/31/15	246056	140.00-
A & R FARM AND GARDEN							
Sum							140.00-
00001 AFFORDABLE EMERGENCY LIG	761	00153692	14006772	INSTALL TABLET DOCK STATIONS	07/31/15	246058	1,912.50-
AFFORDABLE EMERGENCY LIG							
Sum							1,912.50-
00001 AIRDESIGNS SIGN & GRAFFI	580569	00153518	14006902	PARKING SIGN KERMAS EATON	07/31/15	246059	40.00-
AIRDESIGNS SIGN & GRAFFI							
Sum							40.00-
00001 ALBERT & MCCLESKEY ASSOC	6	00154081	14006992	ARCHITECT-PUB SAFEFTY COMPLEX	07/31/15	246060	136,329.00-
00001 ALBERT & MCCLESKEY ASSOC	7	00154081	14006993	ARCHITECT/PUB SAFETY COMPLEX	07/31/15	246060	75,638.00-
ALBERT & MCCLESKEY ASSOC							
Sum							211,967.00-
00001 ALLBRITTON CHAIN SAW & L	40077	00153913	14006985	SCAG 48" MOWER-CEMETERY	07/31/15	246061	7,919.20-
ALLBRITTON CHAIN SAW & L							
Sum							7,919.20-
00001 ALLEN ENGINEERING AND SC	150491	00153981	14006924	SRVS GORDON CRK BANK STABL	07/31/15	246062	11,742.40-
ALLEN ENGINEERING AND SC							
Sum							11,742.40-
00001 AMERICAN PLANNING ASSN (	113091-1575	00154005	14006913	MBRSHP BRANTLEY 10/14-9/16	07/31/15	246063	415.00-
AMERICAN PLANNING ASSN (							
Sum							415.00-
00001 ANDERSON, JOHN H ATTORNE	SERVS 4/29-6	00153892	14006891	SERVS 4/29-6/19 MUN COURT	07/31/15	246067	900.00-
ANDERSON, JOHN H ATTORNE							
Sum							900.00-
00001 ANGELLES GALLERIES OF FI	PO#152937 6/	00152937	14006928	NEW SOFA MAYOR'S RECEPT AREA	07/31/15	246068	1,599.00-
ANGELLES GALLERIES OF FI							
Sum							1,599.00-
00001 AT&T	601M26940440	00201510	14006785	SERV 7/8-8/7/15 POLICE DEPT	07/31/15	246071	76.00-
00001 AT&T	601M23684200	00153870	14006856	INTERACT SOFTWARE SUPPORT	07/31/15	246071	6,151.00-
00001 AT&T	601M26491400	00153870	14006857	INTERACT SOFTWARE SUPPORT	07/31/15	246071	47.00-
AT&T							
Sum							6,274.00-

00001 AUTO ARMATURE SERVICE IN 21497		00153697	14006769	BATTERY U#18324 POLICE	07/31/15	246072	163.95-
00001 AUTO ARMATURE SERVICE IN 21490		00153579	14006778	GENERATOR BATTERY CONSTR	07/31/15	246072	130.00-
00001 AUTO ARMATURE SERVICE IN 21670		00153982	14006975	BATTERIES-POLICE 3 VEHICLES	07/31/15	246072	451.85-
00001 AUTO ARMATURE SERVICE IN 21512		00153839	14007011	BATTERY U#14682 LAND CODE	07/31/15	246072	116.95-
AUTO ARMATURE SERVICE IN							
Sum							862.75-
00001 B & F TACTICAL STORE	441	00153261	14006894	WHITE T SHIRTS POLICE STOCK	07/31/15	246073	47.50-
B & F TACTICAL STORE							
Sum							47.50-
00001 BAKER DISTRIBUTING CO	P009012	00153781	14006839	FREON SHOP ICE MACHINE	07/31/15	246075	95.76-
BAKER DISTRIBUTING CO							
Sum							95.76-
00001 BELK DEPARTMENT STORE	P9356005E00Y	00153399	14006986	CLOTHING ALLOW-POLICE G WOOD	07/31/15	246077	134.98-
00001 BELK DEPARTMENT STORE	9P356005E00Y	00153092	14007006	CLOTH ALLOW BYRD POLICE	07/31/15	246077	134.98-
00001 BELK DEPARTMENT STORE	P9356005A007	00153092	14007008	BAL STMT	07/31/15	246077	110.73
00001 BELK DEPARTMENT STORE	P9356005A00Y	00153092	14007009	BAL STMT	07/31/15	246077	106.98-
BELK DEPARTMENT STORE							
Sum							266.21-
00001 BENSON, BRETT	TRAV ADVANCE	00153810	14006792	TRAV ADV BROWNSFIELD CONF	07/31/15	246078	689.64-
BENSON, BRETT							
Sum							689.64-
00001 BEST WAY INC	073027	00153386	14006775	SAFETY SUPP STREET DEPT	07/31/15	246079	228.50-
00001 BEST WAY INC	073079	00153621	14006903	WORK GLOVES P/W CREWS	07/31/15	246079	105.00-
00001 BEST WAY INC	073079 FRT	00153916	14006904	FRT CHGS PO#153621	07/31/15	246079	13.00-
BEST WAY INC							
Sum							346.50-
00001 BIG IRON DIESEL REPAIR L	SO2433	00153639	14006947	REPRS U#14407 STREET	07/31/15	246081	320.00-
00001 BIG IRON DIESEL REPAIR L	SO2434	00153640	14006948	REPRS U#16007 STREET	07/31/15	246081	240.00-
BIG IRON DIESEL REPAIR L							
Sum							560.00-
00001 BLOSSMAN GAS INC	PO#153767 7/	00153767	14006837	PROPANE FOR ASPHALT TRUCK	07/31/15	246082	75.00-
BLOSSMAN GAS INC							
Sum							75.00-
00001 BOBBETT, SHARON (REFUND)	7/25/15		14006999	DAMAGE DEP REFUND	07/31/15	246084	300.00-
BOBBETT, SHARON (REFUND)							
Sum							300.00-
00001 BODY TECH INC	4750-M(A)	00153100	14006797	REPRS U#17708 POLICE	07/31/15	246085	802.80-
00001 BODY TECH INC	4750-V	00153663	14006799	REPRS U#19705 POLICE	07/31/15	246085	230.60-
00001 BODY TECH INC	4750-M(B)	00153769	14006800	BUMPER REPR U#17705 POLICE	07/31/15	246085	93.20-
BODY TECH INC							
Sum							1,126.60-

00001 BOURNE BROTHERS PRINTING 54358		00153799	14006854	SPONSOR BANNER NNO KICK-OFF	07/31/15	246088	120.00-
BOURNE BROTHERS PRINTING							
Sum							120.00-
00001 BRACKMAN MOWER WAREHOUSE 1291		00153861	14006905	MOWER DECK SPINDLES	07/31/15	246089	297.00-
00001 BRACKMAN MOWER WAREHOUSE 1431		00153912	14006984	WEED EATER LINE-CEMETERY	07/31/15	246089	395.40-
BRACKMAN MOWER WAREHOUSE							
Sum							692.40-
00001 BROWN, TEMEKA (REFUND) 7/17/15			14007000	DAMAGE DEP REFUND-TRAIN DEPOT	07/31/15	246092	100.00-
BROWN, TEMEKA (REFUND)							
Sum							100.00-
00001 BURKETT RADIATOR SHOP	PO#153754 7/	00153754	14006865	FLUSH GENERATOR FUEL TANK	07/31/15	246094	50.00-
BURKETT RADIATOR SHOP							
Sum							50.00-
00001 CAMPER CITY OF HATTIESBU 29629		00152250	14006782	TIRES U#8250 STUMP GRINDER	07/31/15	246097	378.00-
00001 CAMPER CITY OF HATTIESBU 29579		00153836	14006884	REPR/MAINT SUPP U#20199 CEM	07/31/15	246097	680.00-
00001 CAMPER CITY OF HATTIESBU 29550		00153890	14006983	TIRE UNIT #14808-CEMETERY	07/31/15	246097	354.00-
CAMPER CITY OF HATTIESBU							
Sum							1,412.00-
00001 CANON FINANCIAL SERVICES 15108675		00153798	14006790	COPIER 7/15 PURCHASING	07/31/15	246098	115.00-
CANON FINANCIAL SERVICES							
Sum							115.00-
00001 CANON SOLUTIONS AMERICA 915439		00153863	14006852	COPIER OVERAGE PURCHASING	07/31/15	246099	30.14-
CANON SOLUTIONS AMERICA							
Sum							30.14-
00001 CARQUEST AUTO PARTS STOR 14758-52061		00153152	14006757	REPR PTS/SUPP POLICE STOCK	07/31/15	246101	208.98-
00001 CARQUEST AUTO PARTS STOR 14758-52614		00153510	14006765	REPR PTS/TOOLS POLICE STOCK	07/31/15	246101	534.23-
00001 CARQUEST AUTO PARTS STOR 14758-51492		00152994	14006766	REPR PTS POLICE STOCK	07/31/15	246101	618.90-
00001 CARQUEST AUTO PARTS STOR 14758-52974		00153699	14006767	REPR PTS U#16416 POLICE	07/31/15	246101	261.05-
00001 CARQUEST AUTO PARTS STOR 14758-52612		00153506	14006939	JUMP BOX VARI UNTS AS NEEDED	07/31/15	246101	329.98-
00001 CARQUEST AUTO PARTS STOR 14758-53415		00153859	14006977	CLEANING SUPPLIES-TRAFFIC	07/31/15	246101	343.58-
00001 CARQUEST AUTO PARTS STOR 14758-52883		00153534	14006979	STOCK PARTS-STREETS	07/31/15	246101	133.73-
00001 CARQUEST AUTO PARTS STOR 14758-52940		00153661	14006980	PARTS UNIT 17018-STREETS	07/31/15	246101	325.01-
CARQUEST AUTO PARTS STOR							
Sum							2,755.46-
00001 CERTIFIED LABORATORIES 1988348		00153850	14007013	CHEMICALS FOR SHOP	07/31/15	246104	1,954.70-
00001 CERTIFIED LABORATORIES 1941872		00152808	14007014	CHEMICALS CITY WIDE USE	07/31/15	246104	1,124.80-
CERTIFIED LABORATORIES							
Sum							3,079.50-
00001 CITY OF HATTIESBURG FUND TRF 2ND 7/15		02015626	14006823	TRF 2ND 7/15 PAYROLL	07/21/15	19996	1,095,094.03-
CITY OF HATTIESBURG FUND							
Sum							1,095,094.03-

00001 COLLINS, BARRY A	TRVL REIMB 7	00154056	14006987	TRAVEL REIMB-FIRE	07/31/15	246107	48.38-
COLLINS, BARRY A							
Sum							48.38-
00001 COMSOUTH	178955	00153489	14006780	RADIO REPR CONSTR DEPT	07/31/15	246108	198.55-
COMSOUTH							
Sum							198.55-
00001 COURT PROGRAMS INC	#9 MAY	00153770	14006752	ANKLE MONITORS 5/15 COURT	07/31/15	246109	15,830.00-
COURT PROGRAMS INC							
Sum							15,830.00-
00001 COURTNEY'S RESTAURANT EQ	9697	00153953	14006922	ICE MACHINE REPR #3 FIRE STA	07/31/15	246110	90.00-
COURTNEY'S RESTAURANT EQ							
Sum							90.00-
00001 D L T SOLUTIONS INC	4415797A	00153823	14007012	AUTODESK SUBSCRIPT RNWL ENGR	07/31/15	246113	2,092.74-
D L T SOLUTIONS INC							
Sum							2,092.74-
00001 D P S CRIME LAB	90025972	00154002	14006919	ANALYTICAL SERVS 7/15	07/31/15	246114	850.00-
D P S CRIME LAB							
Sum							850.00-
00001 DELMORE, EDWARD J	REG 7/30/15	00153980	14006941	REG 11 OFFICERS/LTS	07/31/15	246117	825.00-
DELMORE, EDWARD J							
Sum							825.00-
00001 EATON, KERMAS	PETTY CASH 4	00153999	14007010	PETTY CASH VARI DEPTS	07/31/15	246124	697.70-
EATON, KERMAS							
Sum							697.70-
00001 ECONOMY SUPPLY CO	234451	00153272	14006877	HEX BOLTS TRAFFIC SIGNS	07/31/15	246125	305.50-
00001 ECONOMY SUPPLY CO	235152	00153669	14006882	PLYWOOD FOR CEMETERY	07/31/15	246125	562.50-
00001 ECONOMY SUPPLY CO	235126	00153649	14006940	BLDG SUPP P/F ACADEMY	07/31/15	246125	2,884.63-
ECONOMY SUPPLY CO							
Sum							3,752.63-
00001 EMERGENCY EQUIPMENT PROF	414777	00152634	14006774	REPR PTS U#18099 FIRE	07/31/15	246128	468.60-
00001 EMERGENCY EQUIPMENT PROF	415255	00153502	14006871	REPR BACKUP CAMERA ENGINE #2	07/31/15	246128	252.50-
00001 EMERGENCY EQUIPMENT PROF	415256	00153502	14006872	INSTALL FOAM VALVE	07/31/15	246128	297.50-
EMERGENCY EQUIPMENT PROF							
Sum							1,018.60-
00001 EVS MID-SOUTH	117855	00153766	14006827	REPR SCBA UNITS FIRE DEPT	07/31/15	246132	1,941.68-
00001 EVS MID-SOUTH	117808	00153650	14006873	SCBA COMPRESSOR LIGHTENING	07/31/15	246132	1,908.67-
EVS MID-SOUTH							
Sum							3,850.35-

00001 F T I GROUP	120816	00153634	14006929	CLAILMS FUND FORMS ACCTG	07/31/15	246133	507.86-
F T I GROUP							
Sum							507.86-
00001 FUELMAN OF MS	BG127044 NP4	00153751	14006758	FUEL CHGS 6/29-7/5/15 POLICE	07/31/15	246138	43.33-
FUELMAN OF MS							
Sum							43.33-
00001 G & K SERVICES	1035625673	00153830	14006832	MATS 7/14 TRAFFIC DEPT	07/31/15	246141	6.40-
00001 G & K SERVICES	1035625691	00153830	14006833	MATS 7/14 CITY BARN	07/31/15	246141	24.80-
00001 G & K SERVICES	1035625690	00153830	14006834	MATS 7/14 PUBLIC WORKS	07/31/15	246141	16.65-
00001 G & K SERVICES	1035625692	00153830	14006835	MATS 7/14 AIRPORT	07/31/15	246141	4.70-
00001 G & K SERVICES	1035625688	00153831	14006841	UNIFORMS 7/14 PUBLIC WORKS	07/31/15	246141	102.96-
00001 G & K SERVICES	1035625685	00153831	14006842	UNIFORMS 7/14 STREET	07/31/15	246141	69.63-
00001 G & K SERVICES	1035625684	00153831	14006843	UNIFORMS 7/14 PUBLIC WORKS	07/31/15	246141	20.00-
00001 G & K SERVICES	1035625689	00153831	14006844	UNIFORMS 7/14 SHOP	07/31/15	246141	48.00-
00001 G & K SERVICES	1035625672	00153831	14006845	UNIFORMS 7/14 CONSTR	07/31/15	246141	62.17-
00001 G & K SERVICES	1035625671	00153831	14006846	UNIFORMS 7/14 TRAFFIC	07/31/15	246141	30.00-
00001 G & K SERVICES	1035625687	00153831	14006847	UNIFORMS 7/14 SANIT	07/31/15	246141	229.44-
00001 G & K SERVICES	1035625686	00153831	14006848	UNIFORMS 7/14 HEALTH	07/31/15	246141	32.17-
00001 G & K SERVICES	1035627862	00154000	14006955	MATS 7/21 TRAFFIC	07/31/15	246141	6.40-
00001 G & K SERVICES	1035627880	00154000	14006956	MATS 7/21 CITY BARN	07/31/15	246141	24.80-
00001 G & K SERVICES	1035627879	00154000	14006957	MATS 7/21 PUBLIC WORKS	07/31/15	246141	16.65-
00001 G & K SERVICES	1035627881	00154000	14006958	MATS 7/21 AIRPORT	07/31/15	246141	4.70-
00001 G & K SERVICES	1035627877	00154001	14006959	UNIFORMS 7/21 PUBLIC WORKS	07/31/15	246141	138.06-
00001 G & K SERVICES	1035627874	00154001	14006960	UNIFORMS 7/21 STREET	07/31/15	246141	69.63-
00001 G & K SERVICES	1035627873	00154001	14006961	UNIFORMS 7/21 PUBLIC WORKS	07/31/15	246141	20.00-
00001 G & K SERVICES	1035627878	00154001	14006962	UNIFORMS 7/21 SHOP	07/31/15	246141	42.00-
00001 G & K SERVICES	1035627861	00154001	14006963	UNIFORMS 7/21 CONSTR	07/31/15	246141	56.17-
00001 G & K SERVICES	1035627860	00154001	14006964	UNIFORMS 7/21 TRAFFIC	07/31/15	246141	30.00-
00001 G & K SERVICES	1035627876	00154001	14006965	UNIFORMS 7/21 SANIT	07/31/15	246141	194.00-
00001 G & K SERVICES	1035627875	00154001	14006966	UNIFORMS 7/21 HEALTH	07/31/15	246141	32.17-
G & K SERVICES							
Sum							1,281.50-
00001 GALL'S LLC	003722355	00153257	14006760	DUTY GEAR CHIEF PARKER	07/31/15	246142	112.80-
00001 GALL'S LLC	003748331	00153257	14006761	DUTY OXFORDS CHIEF PARKER	07/31/15	246142	73.94-
00001 GALL'S LLC	003757781	00153257	14006762	DUTY BELT CHIEF PARKER	07/31/15	246142	67.40-
00001 GALL'S LLC	003020694	00149115	14006898	SAFETY VESTS RECRUITS	07/31/15	246142	103.50-
GALL'S LLC							
Sum							357.64-
00001 GEIGER MIDSOUTH (BROTHER	2858483	00153747	14006753	MARKETING PENS NLC GRANT E3	07/31/15	246143	492.60-
GEIGER MIDSOUTH (BROTHER							
Sum							492.60-
00001 GILKEY ELECTRIC SUPPLY C	268241	00153241	14006779	ADDL AMT DUE PO#152499 FRT	07/31/15	246144	104.55-
GILKEY ELECTRIC SUPPLY C							
Sum							104.55-

00001 GILLILANDS ELECTRONICS S	59973	00153689	14006776	CHANGE LOCK CODE ENGR DEPT	07/31/15	246146	150.00-
GILLILANDS ELECTRONICS S							
Sum							150.00-
00001 GLADDEN LAW OFFICE PLLC	57	00154084	14006994	LEGAL SERVICES-ZONING ISSUES	07/31/15	246147	224.00-
00001 GLADDEN LAW OFFICE PLLC	58	00154084	14006995	LEGAL SERV-S MARK VS COH	07/31/15	246147	491.50-
00001 GLADDEN LAW OFFICE PLLC	61	00154084	14006996	LEGAL SERV-PRECISION CONSTR	07/31/15	246147	5,651.45-
GLADDEN LAW OFFICE PLLC							
Sum							6,366.95-
00001 GMC DISTRIBUTORS (FORMER	646693	00153758	14006768	DRINKING WATER POLICE DEPT	07/31/15	246148	247.30-
GMC DISTRIBUTORS (FORMER							
Sum							247.30-
00001 GULF COAST OFFICE PRODUC	23691-0	00153366	14006930	OFFICE SUPP PLANNING	07/31/15	246153	582.83-
00001 GULF COAST OFFICE PRODUC	23691-1	00153366	14006931	OFFICE SUPP PLANNING	07/31/15	246153	28.40-
00001 GULF COAST OFFICE PRODUC	23691-2	00153366	14006932		07/31/15	246153	16.56-
00001 GULF COAST OFFICE PRODUC	23691-3	00153366	14006933	OFFICE SUPP PLANNING	07/31/15	246153	68.85-
00001 GULF COAST OFFICE PRODUC	23705-0	00153366	14006934	OFFICE SUPP PLANNING	07/31/15	246153	28.95-
00001 GULF COAST OFFICE PRODUC	23703-0	00153433	14006935	OFFICE SUPP PLANNING	07/31/15	246153	233.29-
00001 GULF COAST OFFICE PRODUC	23704-0	00153436	14006945	NIFTY NABBERS CITY WIDE USE	07/31/15	246153	278.90-
00001 GULF COAST OFFICE PRODUC	23704-1	00153436	14006946	TRASH BAGS	07/31/15	246153	325.90-
00001 GULF COAST OFFICE PRODUC	23734-0	00153548	14006949	OFFICE SUPP ENGR DEPT	07/31/15	246153	208.58-
00001 GULF COAST OFFICE PRODUC	23734-1	00153548	14006950	OFFICE SUPP ENGR DEPT	07/31/15	246153	12.16-
00001 GULF COAST OFFICE PRODUC	23737-0	00153548	14006951	OFFICE SUPP ENGR DEPT	07/31/15	246153	16.69-
00001 GULF COAST OFFICE PRODUC	23734-2	00153548	14006952	OFFICE SUPP ENGR DEPT	07/31/15	246153	59.40-
GULF COAST OFFICE PRODUC							
Sum							1,860.51-
00001 H'BURG AMERICAN ACCT #1	H17770 50693	00152268	14006901	FIRE RECRUIT ADVERTISING	07/31/15	246154	2,494.10-
H'BURG AMERICAN ACCT #1							
Sum							2,494.10-
00001 H'BURG HYDRAULICS INC	60599	00153627	14006883	REPR PTS U#18602 CEMETERY	07/31/15	246155	52.86-
H'BURG HYDRAULICS INC							
Sum							52.86-
00001 HALSEN PRODUCTS COMPANY	0124926-IN	00153243	14006849	SAFETY EQUIP CEM/FORESTRY	07/31/15	246156	789.90-
00001 HALSEN PRODUCTS COMPANY	0124926-IN F	00153868	14006925	FRT CHGS PO#153243	07/31/15	246156	20.65-
HALSEN PRODUCTS COMPANY							
Sum							810.55-
00001 HANCOCK BANK TRUST & FIN	7/16/15 DUE	02015641	14006989	MDB 2001 BONDS 12/22/08	07/29/15	110048	2,091.66-
HANCOCK BANK TRUST & FIN							
Sum							2,091.66-
00001 HAVARD PEST CONTROL INC	865537	00153287	14006926	SENTRICON SERV CEMETERY	07/31/15	246159	252.74-
HAVARD PEST CONTROL INC							
Sum							252.74-

00001 HEALTHWORKS LLC	6/05/15	00153749	14006755	POST ACCIDENT DRUG SCREEN	07/31/15	246160	72.00-
HEALTHWORKS LLC							
Sum							72.00-
00001 HILL, LEROY COFFEE CO IN	692560	00153971	14006910	COFFEE SERV M/ADM	07/31/15	246161	71.96-
00001 HILL, LEROY COFFEE CO IN	692561	00153973	14006911	COFFEE CUPS M/ADM	07/31/15	246161	6.78-
HILL, LEROY COFFEE CO IN							
Sum							78.74-
00001 HOLLAND VETERINARY HOSPI	3054 261603	00153748	14006770	SERVS BOYKE POLICE K-9	07/31/15	246162	95.00-
00001 HOLLAND VETERINARY HOSPI	3054 261751	00153922	14006897	SERVS PENDA POLICE K-9	07/31/15	246162	170.00-
HOLLAND VETERINARY HOSPI							
Sum							265.00-
00001 HOME DEPOT	5042524	00153487	14006874	TAPE MEASURES TRAFFIC DEPT	07/31/15	246165	89.82-
00001 HOME DEPOT	7042502	00153364	14006878	WELDING WIRE/FLEETWELD STICK	07/31/15	246165	37.41-
HOME DEPOT							
Sum							127.23-
00001 HOOD, CHINIKA	TRAVEL RIMB	00153970	14006912	EXPNS MML CONF BILOXI	07/31/15	246166	36.04-
HOOD, CHINIKA							
Sum							36.04-
00001 HOOK-FAST SPECIALTIES IN	299387	00153246	14006802	NAME TAG REDONDO	07/31/15	246167	20.23-
HOOK-FAST SPECIALTIES IN							
Sum							20.23-
00001 HUGHES SUPPLY	S145971054.0	00153644	14006943	A/C FILTERS FIRE DEPT	07/31/15	246168	104.50-
HUGHES SUPPLY							
Sum							104.50-
00001 ICE PLANT INC	09-505975	00153757	14006838	BAGS/ICE PUBLIC WORKS DEPT	07/31/15	246171	238.00-
ICE PLANT INC							
Sum							238.00-
00001 IMSA	57711 ELLENB	00153848	14006836	MBRSHP RNWL ELLENBURG	07/31/15	246173	75.00-
IMSA							
Sum							75.00-
00001 INDOFF INC	2658683	00153695	14006921	JANIT SUPP FIRE DEPT	07/31/15	246174	553.18-
00001 INDOFF INC	2658640	00153695	14006927	CREDIT	07/31/15	246174	118.98
00001 INDOFF INC	2660179	00153847	14006942	COPY PAPER FIRE DEPT	07/31/15	246174	73.98-
INDOFF INC							
Sum							508.18-
00001 INTERFACE SECURITY SYSTE	17995958	00154043	14006991	SEC MONITORING/CEMETERY 8/15	07/31/15	246175	33.02-
INTERFACE SECURITY SYSTE							
Sum							33.02-

00001 INTOXIMETERS	503076	00153225	14006771	INTOXILIZER REPAIR	07/31/15	246176	455.40-
INTOXIMETERS							
Sum							455.40-
00001 IRBY, STUART C CO	S009041075.0	00153363	14006875	WEATHERPROOF CONNECTORS	07/31/15	246177	760.00-
IRBY, STUART C CO							
Sum							760.00-
00001 JET CONSTRUCTION	1950	00153523	14006978	MASON SAND-STREETS	07/31/15	246180	592.00-
00001 JET CONSTRUCTION	1829	00153497	14006982	TOPSOIL-CEMETERY DIV	07/31/15	246180	1,950.00-
JET CONSTRUCTION							
Sum							2,542.00-
00001 JONES, BROOKE (REFUND)	2/11/15		14006998	DAMAGE DEP REFUND-TRAIN DEPOT	07/31/15	246182	100.00-
00001 JONES, BROOKE (REFUND)	10/10/15		14007001	DAMAGE DEP REFUND-TRAIN DEPOT	07/31/15	246182	500.00-
JONES, BROOKE (REFUND)							
Sum							600.00-
00001 KNIGHTS APPLIANCE REPAIR	PO#153783 7/	00153783	14007004	OVEN REPAIR #2 FIRE STA	07/31/15	246186	130.00-
KNIGHTS APPLIANCE REPAIR							
Sum							130.00-
00001 KONE INC (MONTGOMERY KON	949041408	00153827	14006826	MAINT 7/15-9/15 CITY HALL	07/31/15	246187	1,100.97-
KONE INC (MONTGOMERY KON							
Sum							1,100.97-
00001 LARD OIL COMPANY	0721474-IN	00153509	14006881	MOTOR OIL CEMETERY UNITS	07/31/15	246190	640.18-
LARD OIL COMPANY							
Sum							640.18-
00001 LARREMORE, DARNELLE	TRAVEL REIMB	00153782	14006793	EXPNS MML CONF BILOXI	07/31/15	246191	166.33-
LARREMORE, DARNELLE							
Sum							166.33-
00001 LAWRENCE PRINTING CO INC	87585	00152955	14006972	CHECKS FOR NEW ACCOUNT	07/31/15	246192	232.95-
LAWRENCE PRINTING CO INC							
Sum							232.95-
00001 LOWE'S OF HATTIESBURG IN	936114	00152304	14006783	BLDG MATLS P/F ACDMY TRAINING	07/31/15	246196	326.54-
LOWE'S OF HATTIESBURG IN							
Sum							326.54-
00001 MAC PAPERS	365904	00153630	14006861	WHITE LINEN ENVELOPES	07/31/15	246197	31.34-
MAC PAPERS							
Sum							31.34-

00001 MCCAIN UNIFORMS	312014-1	00151414	14006763	BOOTS POLICE STOCK	07/31/15	246198	458.22-
00001 MCCAIN UNIFORMS	316632-1	00151414	14006764	BOOTS POLICE STOCK	07/31/15	246198	84.30-
00001 MCCAIN UNIFORMS	314862-1	00152345	14006866	DRESS TROUSERS FIRE DEPT	07/31/15	246198	265.80-
00001 MCCAIN UNIFORMS	316903-1	00152345	14006867	DRESS COAT FIRE DEPT	07/31/15	246198	235.30-
00001 MCCAIN UNIFORMS	316186-1	00152347	14006868	FIRE RECRUIT UNIFORMS	07/31/15	246198	1,191.80-
00001 MCCAIN UNIFORMS	316905-1	00152347	14006869	FIRE RECRUIT UNIFORMS	07/31/15	246198	334.90-
00001 MCCAIN UNIFORMS	316933-1	00153624	14006870	DRESS TROUSERS FIRE DEPT	07/31/15	246198	132.90-
00001 MCCAIN UNIFORMS	313203-1	00152176	14006899	UNIFORM SHOES TEST PAIR	07/31/15	246198	163.25-
00001 MCCAIN UNIFORMS	317330-1	00153434	14006900	UNIFORM SHOES FIRE DEPT	07/31/15	246198	154.00-
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MCCAIN UNIFORMS							
Sum							3,020.47-
00001 MEDICAL ANALYSIS-GHV	10124	00153752	14006756	EMP CLINIC MGMT/LAB/MEDS	07/31/15	246202	30,385.70-
							---
MEDICAL ANALYSIS-GHV							
Sum							30,385.70-
00001 MID SOUTH UNIFORM & SUPP	533220	00153252	14006862	NAME TAG CHIEF PARKER	07/31/15	246205	31.49-
00001 MID SOUTH UNIFORM & SUPP	533551	00153252	14006863	NAME TAG CHIEF PARKER	07/31/15	246205	31.49-
00001 MID SOUTH UNIFORM & SUPP	533604	00152570	14006895	BODY ARMOR CARRIER DEARMAN	07/31/15	246205	155.00-
							---
MID SOUTH UNIFORM & SUPP							
Sum							217.98-
00001 MOORE'S LOCK AND KEY LLC	19767	00152350	14006773	CHANGE LOCKS P/F ACADEMY	07/31/15	246208	160.00-
							---
MOORE'S LOCK AND KEY LLC							
Sum							160.00-
00001 MORGAN, C J INC	2015041	00151767	14006880	CLEAN STORM DRAINS CHARLES ST	07/31/15	246209	510.00-
							---
MORGAN, C J INC							
Sum							510.00-
00001 MS DEPT OF INFORMATION T	IN601COH1923	02015636	14006970	LONG DIST 7/15 VARI DEPTS	07/31/15	246212	13,158.10-
00001 MS DEPT OF INFORMATION T	IN 601 COZ27	02015640	14006997	7/15 POLICE NCIC CHARGE	07/31/15	246212	224.00-
							---
MS DEPT OF INFORMATION T							
Sum							13,382.10-
00001 MS POWER COMPANY	7/15 GENERAL	00201520	14007007	MNTHLY ELEC-GENERAL	07/31/15	246214	108,662.14-
							---
MS POWER COMPANY							
Sum							108,662.14-
00001 MS STATE/EMP SECURITY CO	9200131000 7	00154097	14007002	UNEMP BENEFITS 2ND QTR	07/31/15	246215	5,722.40-
							---
MS STATE/EMP SECURITY CO							
Sum							5,722.40-
00001 MS STATE/TAX COMM/TAX EX	PO#153785 7/	00153785	14006807	TAG U#20199 CEMETERY	07/31/15	246216	12.00-
							---
MS STATE/TAX COMM/TAX EX							
Sum							12.00-
00001 N & H ELECTRONIC DISTRIB	147188	00153569	14006855	PRINTER CABLES INFO TECH	07/31/15	246218	146.00-
							---
N & H ELECTRONIC DISTRIB							

Sum							146.00-
00001 NEEL-SCHAFFER INC	1028296	00153966	14006923	SERVS MS4 PROG MGMT 2015	07/31/15	246219	2,450.00-
00001 NEEL-SCHAFFER INC	1028288-99	00154025	14006981	CONSULTING-592 APPLICATION	07/31/15	246219	587.79-
NEEL-SCHAFFER INC							
Sum							3,037.79-
00001 NEWELL PAPER COMPANY	846596	00153626	14006794	FINGER PRINTING GLOVES	07/31/15	246221	111.15-
00001 NEWELL PAPER COMPANY	846643	00153501	14006825	JANIT SUPP ACCTG/PURCHASING	07/31/15	246221	392.56-
NEWELL PAPER COMPANY							
Sum							503.71-
00001 PALM PROPERTY DEVELOPMEN	MB#2014/198-	02015621	14006809	DR RNWL STATION LEASE PYMT	07/31/15	246225	1,100.00-
PALM PROPERTY DEVELOPMEN							
Sum							1,100.00-
00001 PEARL RIVER VALLEY EPA (	7/15 GENERAL	00201520	14006969	MNTHLY 7/15 PUBLIC SERVICES	07/31/15	246226	17.79-
PEARL RIVER VALLEY EPA (							
Sum							17.79-
00001 PEARSON VUE	V17991	00149066	14006828	PLUMB EXAM MITCHELL LAND CODE	07/31/15	246227	168.00-
PEARSON VUE							
Sum							168.00-
00001 PINE BELT OIL COMPANY IN	1029675	00153408	14006750	GAS FOR FUEL STA	07/31/15	246229	12,946.04-
00001 PINE BELT OIL COMPANY IN	1029767	00153408	14006751	DIESEL FOR FUEL STA	07/31/15	246229	7,044.21-
00001 PINE BELT OIL COMPANY IN	5687543	00153750	14006759	FUEL CHG 5/23/15 S BARNES	07/31/15	246229	30.03-
00001 PINE BELT OIL COMPANY IN	1030328	00153826	14006889	GAS FOR FUEL STA	07/31/15	246229	14,202.91-
00001 PINE BELT OIL COMPANY IN	1028443	00153826	14006890	DIESEL FOR FUEL STA	07/31/15	246229	8,083.80-
PINE BELT OIL COMPANY IN							
Sum							42,306.99-
00001 PINE BELT READY MIX CONC	454967	00153263	14006806	CONCRETE CONSTR DEPT	07/31/15	246230	153.75-
PINE BELT READY MIX CONC							
Sum							153.75-
00001 PINE BELT TROPHY	PO#153869 6/	00153869	14006908	NAME PLATES COUNCIL CHAMBERS	07/31/15	246231	30.00-
PINE BELT TROPHY							
Sum							30.00-
00001 PRESLEY, PAUL E	PETTY CASH 5	00153804	14006801	PETTY CASH FIRE DEPT	07/31/15	246234	341.82-
PRESLEY, PAUL E							
Sum							341.82-
00001 REGIONS BANK (SANITATION	OVRPY PROCEE	02015617	14006886	RETURN OVRPY OF PROCEEDS	07/23/15	19998	44,030.00-
REGIONS BANK (SANITATION							
Sum							44,030.00-

00001	REGIONS CARDHOLDER SERVI	7079 6/30/15	00153777	14006810	HOTEL YOUTH COUNCIL 6/22/15	07/31/15	246238	415.00-
00001	REGIONS CARDHOLDER SERVI	7079 6/30/15	00153777	14006811	EXPNS REHNER 6/10-12 WSHNGTN	07/31/15	246238	701.76-
00001	REGIONS CARDHOLDER SERVI	7079 6/30/15	00153777	14006812	EXPNS HUGHES 6/19-21 NEW YORK	07/31/15	246238	332.71-
00001	REGIONS CARDHOLDER SERVI	7079 6/30/15	00153777	14006813	FIREWALL STATION #6	07/31/15	246238	285.95-
00001	REGIONS CARDHOLDER SERVI	7079 6/30/15	00153777	14006814	HEADPHONES PO#153186	07/31/15	246238	125.00-
00001	REGIONS CARDHOLDER SERVI	7079 6/30/15	00153777	14006815	EXPNS LARREMORE 6/22-24 MML	07/31/15	246238	519.36-
00001	REGIONS CARDHOLDER SERVI	7079 6/30/15	00153777	14006816	EXPNS EATON 6/21-25 MML	07/31/15	246238	38.23-
00001	REGIONS CARDHOLDER SERVI	7079 6/30/15	00153777	14006817	PICTURE FRAMES HPD & ACADEMY	07/31/15	246238	410.62-
00001	REGIONS CARDHOLDER SERVI	7079 6/30/15	00153777	14006818	REG FEE RIGSBY 6/8-10	07/31/15	246238	595.00-
00001	REGIONS CARDHOLDER SERVI	7079 6/30/15	00153777	14006819	EXPNS RIGSBY 6/8-10 FLORIDA	07/31/15	246238	540.84-
00001	REGIONS CARDHOLDER SERVI	7079 6/30/15	00153777	14006820	EXPNS MISENHELTER 6/12-14 NY	07/31/15	246238	153.54-
00001	REGIONS CARDHOLDER SERVI	7079 6/30/15	00153777	14006821	EXPNS SIMS 6/12-14 NEW YORK	07/31/15	246238	150.97-
00001	REGIONS CARDHOLDER SERVI	7079 6/30/15	00153777	14006822	EXPNS MCKINLEY 6/22-24 BILOXI	07/31/15	246238	729.21-
								---
REGIONS CARDHOLDER SERVI								
Sum								4,998.19-
00001	RHYTHM HERITAGE FOUNDATI	2015 SPONSOR	00154078	14006988	MOBILE STREET FESTIVAL	07/31/15	246240	8,000.00-
								---
RHYTHM HERITAGE FOUNDATI								
Sum								8,000.00-
00001	RICOH CORP	5036749237	00153871	14006853	COPIER 6/15 HUMAN RES	07/31/15	246241	51.88-
								---
RICOH CORP								
Sum								51.88-
00001	RJ YOUNG COMPANY	INV792101	00153813	14006788	COPIER 2/25-3/24/15 COURT	07/31/15	246242	578.47-
00001	RJ YOUNG COMPANY	INV825580	00153813	14006789	COPIER 3/25-4/24/15 COURT	07/31/15	246242	335.00-
00001	RJ YOUNG COMPANY	INV908838	00153920	14006892	COPIER 5/28-6/27 PLANNING	07/31/15	246242	390.00-
00001	RJ YOUNG COMPANY	INV946107	00154009	14006971	6/14-7/13/15 COPIER-CTY CLERK	07/31/15	246242	298.00-
00001	RJ YOUNG COMPANY	INV895553	00154059	14006990	COPIER LEASE 5/14-6/13 2015	07/31/15	246242	298.00-
								---
RJ YOUNG COMPANY								
Sum								1,899.47-
00001	RJM MCQUEEN CONTRACTING	865	00149581	14006777	HYDRO SEED 4TH ST/THORNHILL	07/31/15	246243	1,800.00-
								---
RJM MCQUEEN CONTRACTING								
Sum								1,800.00-
00001	ROPER SUPPLY CO LLC	46967	00152589	14006864	INTERIOR LIGHT BRACKETS	07/31/15	246245	120.80-
00001	ROPER SUPPLY CO LLC	46529	00150948	14006944	STROBE LIGHT BULBS TRAFFIC	07/31/15	246245	119.70-
								---
ROPER SUPPLY CO LLC								
Sum								240.50-
00001	SHERWIN-WILLIAMS COMPANY	8712-1	00153388	14006795	PAINT SUPP LAKEVIEW RANGE	07/31/15	246247	63.54-
00001	SHERWIN-WILLIAMS COMPANY	8713-9	00153424	14006796	PAINT SUPP POLICE DEPT LOBBY	07/31/15	246247	33.06-
00001	SHERWIN-WILLIAMS COMPANY	8939-0	00153623	14006876	TRAFFIC MARKING PAINT	07/31/15	246247	123.95-
00001	SHERWIN-WILLIAMS COMPANY	1450-3	00153544	14006896	PAINT SUPP POLICE DEPT	07/31/15	246247	34.15-
00001	SHERWIN-WILLIAMS COMPANY	1606-0	00153709	14006953	BLACK PAINT CONSTR DEPT	07/31/15	246247	38.12-
00001	SHERWIN-WILLIAMS COMPANY	8942-4	00153642	14006973	PAINT SUPPLIES - POLICE	07/31/15	246247	190.36-
00001	SHERWIN-WILLIAMS COMPANY	1594-8	00153691	14006974	PAINT-POLICE	07/31/15	246247	273.53-
								---
SHERWIN-WILLIAMS COMPANY								
Sum								756.71-

00001 SIGNS FIRST	H-48990	00150994	14007003	LETTERING U#19705 POLICE	07/31/15	246249	65.78-
SIGNS FIRST							
Sum							65.78-
00001 SMITH, JIM SERVICES	84329	00153537	14006893	REPLACE A/C UNIT TRAIN DEPOT	07/31/15	246250	7,950.00-
SMITH, JIM SERVICES							
Sum							7,950.00-
00001 SOLAR SUPPLY INC	3469131	00153154	14006791	A/C CONTROL REPR TRAIN DEPOT	07/31/15	246253	180.50-
00001 SOLAR SUPPLY INC	3469005	00153541	14006798	A/C REPR PTS POLICE DEPT	07/31/15	246253	53.76-
00001 SOLAR SUPPLY INC	3469520	00153694	14006840	A/C REPR PTS CONSTR DEPT	07/31/15	246253	113.76-
00001 SOLAR SUPPLY INC	3469311	00153643	14006936	A/C SUPP POLICE DEPT	07/31/15	246253	379.77-
SOLAR SUPPLY INC							
Sum							727.79-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 6/15/	02015619	14006786	POLICE FINES COLL.FEE	07/31/15	246255	82.40-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 6/15	02015620	14006787	POLICE FINES COLL.FEE	07/31/15	246255	839.09-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 7/1/1	02015360	14006906	POLICE FINES COLL.FEE	07/31/15	246255	30.40-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 7/1-	02015631	14006907	POLICE FINES COLL.FEE	07/31/15	246255	348.05-
SOUTHERN FINANCIAL SYSTE							
Sum							1,299.94-
00001 SOUTHERN PINE ELECTRIC P	7/15 GENERAL	00201520	14006967	MNTHLY 7/15 PUBLIC SERVICES	07/31/15	246256	60.49-
SOUTHERN PINE ELECTRIC P							
Sum							60.49-
00001 SOUTHERN PIPE & SUPPLY C	8720268-00	00152813	14006859	HAND SOAP TRAIN DEPOT	07/31/15	246257	335.75-
SOUTHERN PIPE & SUPPLY C							
Sum							335.75-
00001 SOUTHGROUP (HATTIESBURG	73119	00153962	14006914	TRAVELERS CRIME RNWL INS	07/31/15	246260	2,743.00-
00001 SOUTHGROUP (HATTIESBURG	73931	00153962	14006915	PRIMARY PROPERTY INS	07/31/15	246260	134,169.75-
00001 SOUTHGROUP (HATTIESBURG	73935	00153962	14006916	EXCESS PROPERTY INS	07/31/15	246260	44,150.00-
00001 SOUTHGROUP (HATTIESBURG	73936	00153962	14006917	EQUIPMENT BREAKDOWN INS	07/31/15	246260	8,059.00-
SOUTHGROUP (HATTIESBURG							
Sum							189,121.75-
00001 SPEEDY PRINTING & SIGNS	21116	00153728	14006808	LETTERING U#20199 CEMETERY	07/31/15	246261	65.00-
SPEEDY PRINTING & SIGNS							
Sum							65.00-
00001 SPF WINDOW TINTING	779	00153421	14006754	WINDOW TINT POL/PK OFFICE	07/31/15	246262	250.00-
SPF WINDOW TINTING							
Sum							250.00-
00001 STANDARD OFFICE SUPPLY C	0054744-001	00153348	14006860	OFFICE CHAIRS TRAIN DEPOT	07/31/15	246263	298.00-
STANDARD OFFICE SUPPLY C							
Sum							298.00-

00001 TEMPLE INC	INV0142973	00153833	14006829	SIGNAL EQUIP REPRS TRAFF DEPT	07/31/15	246264	710.00-
TEMPLE INC							
Sum							710.00-
00001 TRUCK SERVICE & EQUIPMEN	164-0001855	00152524	14006803	REPR PTS U#15064 FIRE	07/31/15	246269	304.17-
TRUCK SERVICE & EQUIPMEN							
Sum							304.17-
00001 TYLER TECHNOLGIES INC	025-128971	00153872	14006858	ONSITE VISIT 6/1-5 UPGRADE	07/31/15	246271	8,700.00-
TYLER TECHNOLGIES INC							
Sum							8,700.00-
00001 UNITED PARCEL SERVICE IN	00008E1Y1528	00154003	14006920	SERVS 6/13-7/07 POLICE	07/31/15	246274	38.07-
00001 UNITED PARCEL SERVICE IN	00008E1Y1529	00153948	14006937	SERVS 6/20-7/13 POLICE DEPT	07/31/15	246274	48.66-
UNITED PARCEL SERVICE IN							
Sum							86.73-
00001 UNIVERSITY TIRE & SERVIC	473546	00153331	14006784	TIRES U#16966 STREET	07/31/15	246275	208.88-
UNIVERSITY TIRE & SERVIC							
Sum							208.88-
00001 VARDAMAN BUICK COMPANY	BUCB92055	00153431	14006831	REPRS U#18603 TRAFFIC	07/31/15	246276	830.00-
VARDAMAN BUICK COMPANY							
Sum							830.00-
00001 VULCAN SIGNS	275181	00152956	14006804	VARI SIGNS TRAFFIC DEPT	07/31/15	246281	1,760.55-
00001 VULCAN SIGNS	275182	00152977	14006805	VARI SIGNS TRAFFIC DEPT	07/31/15	246281	765.00-
00001 VULCAN SIGNS	275251	00153645	14006830	SIGN POSTS TRAFFIC DEPT	07/31/15	246281	2,280.00-
VULCAN SIGNS							
Sum							4,805.55-
00001 WAL-MART STORES INC	001463	00153447	14006850	SCHOOL SUPP NNO KICK-OFF	07/31/15	246283	992.80-
00001 WAL-MART STORES INC	007233	00153516	14006851	FUEL LINE PUMP-RESCUE BOAT	07/31/15	246283	57.90-
WAL-MART STORES INC							
Sum							1,050.70-
00001 WASTE MANAGEMENT OF SOUT	0008343-2526	00154098	14007005	REFUSE DISPOSAL SANIT	07/31/15	246289	7,644.34-
WASTE MANAGEMENT OF SOUT							
Sum							7,644.34-
00001 WATCH GUARD VIDEO	ACCINS000498	00153711	14006918	DVD RPLCMNTS CAMERAS	07/31/15	246290	1,225.00-
WATCH GUARD VIDEO							
Sum							1,225.00-
00001 WATCH GUARD VIDEO (REMIT	ACCINV000498	00153951	14006938	FREIGHT CHGS PO#153711	07/31/15	246291	20.00-
WATCH GUARD VIDEO (REMIT							
Sum							20.00-
00001 WATERS INTERNATIONAL TRU	8-251960136	00153734	14006781	REPR PTS U#14409/14403 SANIT	07/31/15	246292	378.90-
00001 WATERS INTERNATIONAL TRU	8-351940036	00153535	14006879	DOOR ACTUATOR MOTORS SANIT	07/31/15	246292	125.64-

WATERS INTERNATIONAL TRU								
Sum								504.54-
00001 WATERS, BONITA	TRAVEL REIMB	00153974	14006909	EXPNS COURT CLERK CONF		07/31/15	246293	81.78-
WATERS, BONITA								
Sum								81.78-
00001 WEST, A THOMSON REUTERS	832109752	00153814	14006824	SERVS 6/15 MUN COURT		07/31/15	246295	722.00-
WEST, A THOMSON REUTERS								
Sum								722.00-
00001 WILLIAMS, TERESA	7/15	02015629	14006888	ESTABLISH PETTY CASH		07/23/15	19999	800.00-
WILLIAMS, TERESA								
Sum								800.00-
00001 WILLMUT GAS & OIL COMPAN	7/15 GENERAL	00201520	14006968	MNTHLY GAS-GENERAL		07/31/15	246301	115.87-
WILLMUT GAS & OIL COMPAN								
Sum								115.87-
Sum								1,905,278.79-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2015

Date - 07/30/15

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	286261	00153972	14001995	PAPER STICKS-REC MAINT	07/31/15	246056	348.00-
00002 A & R FARM AND GARDEN	286260	00154010	14001996	SAND BAGS-TATUM SPORTS FIELDS	07/31/15	246056	75.00-
A & R FARM AND GARDEN							
Sum							423.00-
00002 ADCOCK POOLS AND SPA	81821	00153504	14001917	CHLORINE FOR ALL POOLS	07/31/15	246057	539.97-
00002 ADCOCK POOLS AND SPA	07660	00152656	14001918	REPRS CE ROY BABY POOL	07/31/15	246057	200.00-
00002 ADCOCK POOLS AND SPA	79995	00152656	14001919	REPRS CE ROY BABY POOL	07/31/15	246057	189.97-
00002 ADCOCK POOLS AND SPA	07659	00153027	14001920	REPRS CE ROY BABY POOL	07/31/15	246057	600.00-
ADCOCK POOLS AND SPA							
Sum							1,529.94-
00002 ANOINTED HANDS SERVICES,	1452	00153882	14002002	CLEAN CARPET TATUM STAIRCASE	07/31/15	246069	175.00-
ANOINTED HANDS SERVICES,							
Sum							175.00-
00002 AUTO ARMATURE SERVICE IN	21683	00154016	14001999	MOWER #16979 PARTS-REC MAINT	07/31/15	246072	140.00-
AUTO ARMATURE SERVICE IN							
Sum							140.00-
00002 B W I	13096758	00153289	14001922	TURFACE QUICK DRY VARI FLDS	07/31/15	246074	1,569.00-
00002 B W I	13115666	00153817	14001953	TURFACE QUICK DRY TATUM PARK	07/31/15	246074	797.00-
B W I							
Sum							2,366.00-
00002 BETTS, SHERMAN	OFFICIAL 7/1	02015635	14001960	OFFICIAL-ADULT SOFTBALL	07/31/15	246080	480.00-
BETTS, SHERMAN							
Sum							480.00-
00002 BLUELINE RENTAL, LLC	22957710001	00153483	14001938	LIFT RENT TATUM/DAHMER/CAMERN	07/31/15	246083	717.50-
BLUELINE RENTAL, LLC							
Sum							717.50-
00002 BRACKMAN MOWER WAREHOUSE	1177	00153819	14001926	LUBRICANTS GRNDS AGRI EQUIP	07/31/15	246089	178.00-
00002 BRACKMAN MOWER WAREHOUSE	1196	00153824	14001927	REPR PTS U#18667 MOWER	07/31/15	246089	151.70-
00002 BRACKMAN MOWER WAREHOUSE	1377	00153881	14001945	REPRS U#17561 MOWER	07/31/15	246089	105.33-
00002 BRACKMAN MOWER WAREHOUSE	1375	00153883	14001946	REPRS U#17561 MOWER	07/31/15	246089	145.00-
00002 BRACKMAN MOWER WAREHOUSE	1373	00153884	14001947	REPRS U#19465 MOWER	07/31/15	246089	293.00-
00002 BRACKMAN MOWER WAREHOUSE	1414	00153909	14001951	GENERATOR CITY EVENTS	07/31/15	246089	675.00-
00002 BRACKMAN MOWER WAREHOUSE	1423	00153911	14001952	REPRS U#16979 MOWER	07/31/15	246089	115.97-
BRACKMAN MOWER WAREHOUSE							
Sum							1,664.00-

00002 BRADDOCK, ARETHA	OFFICIAL 7/1	02015635	14001961	OFFICIAL-ADULT SOFTBALL		07/31/15	246090	240.00-
BRADDOCK, ARETHA								
Sum								240.00-
00002 BROWN, DARIEN	SPORTS SERVS	02015634	14001981	SPORTS SUPPORT SERVICES		07/31/15	246091	72.00-
BROWN, DARIEN								
Sum								72.00-
00002 BROWN, TIRON	SPORTS SERVS	02015634	14001982	SPORTS SUPPORT SERVICES		07/31/15	246093	245.00-
BROWN, TIRON								
Sum								245.00-
00002 CARQUEST AUTO PARTS STOR	14758-53147	00153744	14001997	BRAKE PARTS #13150-REC MAINT		07/31/15	246101	1,279.10-
CARQUEST AUTO PARTS STOR								
Sum								1,279.10-
00002 CITY OF HATTIESBURG FUND	TRF 2ND 7/15	02015626	14001925	TRF 2ND 7/15 PAYROLL		07/21/15	310572	85,819.07-
CITY OF HATTIESBURG FUND								
Sum								85,819.07-
00002 CLEMTS HARDWARE	112765	00153755	14001908	CHAIN ALL BALLFIELDS		07/31/15	246106	50.22-
00002 CLEMTS HARDWARE	112827	00153816	14001948	GAS CANS GRNDS CREWS		07/31/15	246106	109.95-
00002 CLEMTS HARDWARE	112828	00153906	14001949	WATER COOLERS GRNDS CREWS		07/31/15	246106	164.95-
CLEMTS HARDWARE								
Sum								325.12-
00002 CURTIS, GEORGE	SPORTS SERVS	02015634	14001983	SPORTS SUPPORT SERVICES		07/31/15	246112	161.00-
CURTIS, GEORGE								
Sum								161.00-
00002 DIXON, TIMOTHY	OFFICIAL 7/1	02015635	14001962	OFFICIAL-ADULT SOFTBALL		07/31/15	246119	300.00-
DIXON, TIMOTHY								
Sum								300.00-
00002 ECONOMY SUPPLY CO	234356	00153423	14001933	BLDG MATLS EASTSIDE PARK		07/31/15	246125	87.95-
00002 ECONOMY SUPPLY CO	235057	00153772	14001954	FLD MARKING LIME TATUM PARK		07/31/15	246125	532.00-
00002 ECONOMY SUPPLY CO	235346	00153815	14001956	CEILING HOOKS/CHAIN TATUM BB		07/31/15	246125	47.50-
00002 ECONOMY SUPPLY CO	235382	00153879	14001959	REPR PTS FED TOWER PAVILION		07/31/15	246125	564.95-
ECONOMY SUPPLY CO								
Sum								1,232.40-
00002 ELKINS WHOLESALE INC	248600-00	00153646	14001906	JANIT SUPP FEDERATION PARK		07/31/15	246127	27.85-
00002 ELKINS WHOLESALE INC	249130-00	00153818	14001932	JANIT SUPP GRNDS MAINT		07/31/15	246127	947.36-
ELKINS WHOLESALE INC								
Sum								975.21-
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 7/1	02015635	14001963	OFFICIAL-ADULT SOFTBALL		07/31/15	246130	460.00-
ESTERS, WILLARD (BUTCH)								
Sum								460.00-

00002 EVERETTE, RAYFORD	OFFICIAL 7/1	02015635	14001975	OFFICIAL-ADULT SOFTBALL		07/31/15	246131	220.00-
EVERETTE, RAYFORD								
Sum								220.00-
00002 FASTENAL COMPANY	MSHAT183264	00153923	14001955	ELECTROLYTE DRINKS GRNDS CREW		07/31/15	246134	112.22-
FASTENAL COMPANY								
Sum								112.22-
00002 FOUNTAIN, JESSE	SPORTS SERVS	02015634	14001984	SPORTS SUPPORT SERVICES		07/31/15	246136	161.00-
FOUNTAIN, JESSE								
Sum								161.00-
00002 GILKEY ELECTRIC SUPPLY C	268174	00153392	14001910	ELEC SUPP TATUM TENNIS COURTS		07/31/15	246144	465.93-
GILKEY ELECTRIC SUPPLY C								
Sum								465.93-
00002 GREEN FOREST NURSERY INC	24144(B)	00152475	14001941	ADDL FEES PO#152414		07/31/15	246149	20.00-
GREEN FOREST NURSERY INC								
Sum								20.00-
00002 GRIFFIN, GABRIEL	OFFICIAL 7/1	02015635	14001964	OFFICIAL-ADULT SOFTBALL		07/31/15	246151	560.00-
GRIFFIN, GABRIEL								
Sum								560.00-
00002 GROVER'S PAINTING INC	3249	00153249	14001928	PAINT PAVILION EASTSIDE PARK		07/31/15	246152	3,577.00-
GROVER'S PAINTING INC								
Sum								3,577.00-
00002 HARTFIELD, JOE	SPORTS SERVS	02015633	14001976	SPORTS SUPPORT SERVICES		07/31/15	246158	250.00-
HARTFIELD, JOE								
Sum								250.00-
00002 HOLLIMAN, TYRRENCE	SPORTS SERVS	02015633	14001977	SPORTS SUPPORT SERVICES		07/31/15	246163	35.00-
HOLLIMAN, TYRRENCE								
Sum								35.00-
00002 HOLLIMAN, ZARIUS	SPORTS SERVS	02015633	14001978	SPORTS SUPPORT SERVICES		07/31/15	246164	35.00-
HOLLIMAN, ZARIUS								
Sum								35.00-
00002 HUSBAND, EARL	OFFICIAL 7/1	02015635	14001965	OFFICIAL-SOFTBALL		07/31/15	246170	280.00-
HUSBAND, EARL								
Sum								280.00-
00002 IMAGE SIGNS & NEON	10479	00153671	14001915	SIGN REPAIR TATUM BASEBALL		07/31/15	246172	325.00-
IMAGE SIGNS & NEON								
Sum								325.00-

00002 IRBY, STUART C CO	S009054704.0	00153703	14001923	ELEC SUPP CAMERON FLD LIGHTS	07/31/15	246177	111.36-
00002 IRBY, STUART C CO	S009045600.0	00153427	14001934	ELEC SUPP EASTSIDE PARK	07/31/15	246177	156.39-
IRBY, STUART C CO							
Sum							267.75-
00002 J M H GRAPHICS	5187	00153248	14001940	WORLD SERIES SHIRTS	07/31/15	246178	2,133.00-
J M H GRAPHICS							
Sum							2,133.00-
00002 JEFCOAT RECREATION AND C	70457(A)	00151224	14001943	RPLCMNT BOLLARDS CHAIN PARK	07/31/15	246179	872.00-
00002 JEFCOAT RECREATION AND C	70457(B)	00151758	14001944	ADDL AMT DUE PO#151224	07/31/15	246179	100.00-
JEFCOAT RECREATION AND C							
Sum							972.00-
00002 JET CONSTRUCTION	1849	00153166	14001993	TOP SOIL-REC MAINT	07/31/15	246180	416.00-
00002 JET CONSTRUCTION	1810	00153589	14001994	MASON SAND-TATUM BASEBALL	07/31/15	246180	925.00-
JET CONSTRUCTION							
Sum							1,341.00-
00002 JONES, ANN	PETTY CASH 7	00153987	14001950	PETTY CASH GRNDS MAINT	07/31/15	246181	66.37-
JONES, ANN							
Sum							66.37-
00002 KETTLEY, ANNETTE	SPORTS SERVS	02015634	14001985	SPORTS SUPPORT SERVICES	07/31/15	246183	196.00-
KETTLEY, ANNETTE							
Sum							196.00-
00002 KEYS, MECHEKA	SPORTS SERVS	02015634	14001986	SPORTS SUPPORT SERVICES	07/31/15	246184	126.00-
KEYS, MECHEKA							
Sum							126.00-
00002 KINSEY WELDING	4892	00153707	14001914	WELD REPRS TATUM SOCCER GOALS	07/31/15	246185	300.00-
KINSEY WELDING							
Sum							300.00-
00002 LANCASTER'S MACHINE & WE	22317	00153865	14001957	WELD REPRS U#5499 TRAILER	07/31/15	246189	265.00-
00002 LANCASTER'S MACHINE & WE	22319	00153986	14002000	WELDING REPAIR #6785-REC MAIN	07/31/15	246189	90.00-
LANCASTER'S MACHINE & WE							
Sum							355.00-
00002 LOCKE, JACKIE W	OFFICIAL 7/1	02015635	14001966	OFFICIAL-ADULT SOFTBALL	07/31/15	246194	260.00-
LOCKE, JACKIE W							
Sum							260.00-
00002 MCELHANEY PLUMBING INC	233908	00153625	14001911	PLUMB SUPP TATUM BASEBALL	07/31/15	246199	78.31-
MCELHANEY PLUMBING INC							
Sum							78.31-
00002 MID SOUTH GLASS INC	0041666	00153778	14001924	INSTALL MIRRORS TATUM BASEBAL	07/31/15	246204	75.00-
MID SOUTH GLASS INC							
Sum							75.00-

00002 MILLER, CLIFF	OFFICIAL 7/1	02015635	14001967	OFFICIAL-ADULT SOFTBALL		07/31/15	246207	280.00-
MILLER, CLIFF								
Sum								280.00-
00002 MOTT, ANDREW	SPORTS SERVS	02015634	14001987	SPORTS SUPPORT SERVICES		07/31/15	246211	380.00-
MOTT, ANDREW								
Sum								380.00-
00002 MS GRASS NURSERY	26903	00153743	14001921	GRASS SOD TATUM BASEBALL		07/31/15	246213	62.50-
MS GRASS NURSERY								
Sum								62.50-
00002 MS POWER COMPANY	7/15 PKS/REC	00201520	14002004	MNTHLY ELEC-PARKS & REC		07/31/15	246214	16,041.51-
MS POWER COMPANY								
Sum								16,041.51-
00002 MS STATE/EMP SECURITY CO	9200131000 7	00154097	14002001	UNEMP BENEFITS 2ND QTR		07/31/15	246215	204.25
MS STATE/EMP SECURITY CO								
Sum								204.25
00002 NEWELL PAPER COMPANY	846599	00153151	14001939	WASP SPRAY GRNDS MAINT		07/31/15	246221	288.00-
NEWELL PAPER COMPANY								
Sum								288.00-
00002 NORRIS, RANDY	OFFICIAL 7/1	02015635	14001968	OFFICIAL-ADULT SOFTBALL		07/31/15	246223	320.00-
NORRIS, RANDY								
Sum								320.00-
00002 POWELL, RANDY	OFFICIAL 7/1	02015635	14001969	OFFICIAL-ADULT SOFTBALL		07/31/15	246233	120.00-
00002 POWELL, RANDY	SPORTS SERVS	02015634	14001988	SPORTS SUPPORT SERVICES		07/31/15	246233	175.00-
POWELL, RANDY								
Sum								295.00-
00002 REDMOND, OLEN D	SPORTS SERVS	02015633	14001979	SPORTS SUPPORT SERVICES		07/31/15	246236	85.00-
REDMOND, OLEN D								
Sum								85.00-
00002 SHERWIN-WILLIAMS COMPANY	1356-2	00153464	14001935	DOOR PAINT TATUM PARK		07/31/15	246247	36.34-
SHERWIN-WILLIAMS COMPANY								
Sum								36.34-
00002 SHOULTZ, PATRICK TODD	OFFICIAL 7/1	02015635	14001970	OFFICIAL-ADULT SOFTBALL		07/31/15	246248	240.00-
SHOULTZ, PATRICK TODD								
Sum								240.00-
00002 SIGNS FIRST	H-50457	00153693	14001916	REPR BANNERS TATUM PARK		07/31/15	246249	65.00-
SIGNS FIRST								
Sum								65.00-

00002 SMITH, TAMONA N	OFFICIAL 7/1	02015635	14001971	OFFICIAL-ADULT SOFTBALL		07/31/15	246252	280.00-
SMITH, TAMONA N								
Sum								280.00-
00002 SOUTHERN ATHLETIC FIELDS	41071	00153250	14001909	MOUND CLAY TATUM BASEBALL		07/31/15	246254	480.00-
SOUTHERN ATHLETIC FIELDS								
Sum								480.00-
00002 SOUTHERN TIRE MART LLC	9001765	00153701	14001912	TIRE U#9213 TRUCK		07/31/15	246259	164.00-
00002 SOUTHERN TIRE MART LLC	9001739	00153662	14001913	TIRE U#17997 MOWER		07/31/15	246259	74.66-
00002 SOUTHERN TIRE MART LLC	9001884	00153844	14001936	TIRES/ALIGNMENT U#14127 TRUCK		07/31/15	246259	338.73-
00002 SOUTHERN TIRE MART LLC	9001893	00153846	14001937	FLAT REPR U#19465 MOWER		07/31/15	246259	27.73-
00002 SOUTHERN TIRE MART LLC	9001927	00153874	14001998	TIRE #9785 - REC MAINT		07/31/15	246259	82.96-
SOUTHERN TIRE MART LLC								
Sum								688.08-
00002 TERRELL, WINSTON	OFFICIAL 7/1	02015635	14001973	OFFICIAL-ADULT SOFTBALL		07/31/15	246265	644.00-
TERRELL, WINSTON								
Sum								644.00-
00002 TROTTER, COREY	OFFICIAL 7/1	02015635	14001972	OFFICIAL-ADULT SOFTBALL		07/31/15	246267	160.00-
TROTTER, COREY								
Sum								160.00-
00002 TROTTER, WILLIE	OFFICIAL 7/1	02015635	14001974	OFFICIAL-ADULT SOFTBALL		07/31/15	246268	320.00-
TROTTER, WILLIE								
Sum								320.00-
00002 UNITED FENCE COMPANY	00016855	00152622	14001958	BULLPEN RENCE REPR TATUM BB		07/31/15	246273	5,878.20-
UNITED FENCE COMPANY								
Sum								5,878.20-
00002 VARNADO, ALEXZANDRIA	SPORTS SERVS	02015634	14001989	SPORTS SUPPORT SERVICES		07/31/15	246277	175.00-
VARNADO, ALEXZANDRIA								
Sum								175.00-
00002 VARNADO, UNDRA	SPORTS SERVS	02015634	14001990	SPORTS SUPPORT SERVICES		07/31/15	246278	245.00-
VARNADO, UNDRA								
Sum								245.00-
00002 VESELY'S NURSERY	PO#153276 7/	00153276	14001907	FLOWERS TATUM PARK		07/31/15	246280	165.50-
00002 VESELY'S NURSERY	PO#153807 7/	00153807	14001942	FERNS WORLD SERIES TATUM PK		07/31/15	246280	360.00-
VESELY'S NURSERY								
Sum								525.50-
00002 WAL-MART STORES INC	008132	00152829	14001929	SUMMER DAY CAMP SUPP 2015		07/31/15	246283	62.97-
00002 WAL-MART STORES INC	001106	00152829	14001930	SUMMER DAY CAMP SUPP 2015		07/31/15	246283	28.17-
00002 WAL-MART STORES INC	000562 & 005	00153237	14001931	SUMMER DAY CAMP END SUPP		07/31/15	246283	176.08-
WAL-MART STORES INC								
Sum								267.22-

00002 WALTERS, VANESSA	SPORTS SERVS	02015633	14001980	SPORTS SUPPORT SERVICES		07/31/15	246285	212.50-
WALTERS, VANESSA								
Sum								212.50-
00002 WARREN, W A CONSTRUCTION	7411	00151588	14002003	CONCRETE WALKWAY FED TOWERS		07/31/15	246288	25,892.00-
WARREN, W A CONSTRUCTION								
Sum								25,892.00-
00002 WILLIS, LISA	SPORTS SERVS	02015634	14001992	SPORTS SUPPORT SERVICES		07/31/15	246300	420.00-
WILLIS, LISA								
Sum								420.00-
Sum								164,892.52-

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PAYROLL FUND							
00006 ALWAYSCARE	08/2015	02015186	14000562	PREMIUM DUE 8/15 COVERAGE	07/28/15	110047	3,515.12-
ALWAYSCARE							
Sum							3,515.12-
00006 H F S RECOVERY (GARN)	0088	02015183	14000528	GARNISHMENT	07/23/15	110023	99.86-
H F S RECOVERY (GARN)							
Sum							99.86-
00006 KAVANAUGH MANAGEMNET, LL	5621	02015183	14000534	GARNISHMENT	07/23/15	110029	414.62-
KAVANAUGH MANAGEMNET, LL							
Sum							414.62-
00006 TAYLOR MOTOR SALES INC (	3492	02015183	14000529	GARNISHMENT	07/23/15	110024	212.39-
TAYLOR MOTOR SALES INC (							
Sum							212.39-
Sum							4,241.99-

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WATER & SEWER OPERATION/MAINT.							
00009 AUTO ARMATURE SERVICE IN	21722	00153852	14001514	STARTER U#9743 LAGOON	07/31/15	246072	119.95-
AUTO ARMATURE SERVICE IN							
Sum							119.95-
00009 BONNER ANALYTICAL TESTIN	58662	00153853	14001513	MONITORING 75 CROSS CRK PKWY	07/31/15	246087	53.00-
00009 BONNER ANALYTICAL TESTIN	58703	00153977	14001515	NPDES MONITORING LAGOONS	07/31/15	246087	885.82-
BONNER ANALYTICAL TESTIN							
Sum							938.82-
00009 CAMPER CITY OF HATTIESBU	PO#151493 4/	00151493	14001496	TRAILER LIGHTS SEWER DEPT	07/31/15	246097	70.00-
CAMPER CITY OF HATTIESBU							
Sum							70.00-
00009 CARQUEST AUTO PARTS STOR	14758-45222	00150481	14001498	REPR PTS U#9743 TRANS	07/31/15	246101	19.78-
00009 CARQUEST AUTO PARTS STOR	14758-47991	00151579	14001499	REPR PTS U#11139 TRANS	07/31/15	246101	462.08-
00009 CARQUEST AUTO PARTS STOR	14758-48265	00151579	14001502	CREDIT	07/31/15	246101	75.00
00009 CARQUEST AUTO PARTS STOR	14758-52620	00153474	14001524	REPR PTS U#9743 LAGOON	07/31/15	246101	64.75-
00009 CARQUEST AUTO PARTS STOR	14758-53611	00153944	14001529	BRAKES/OIL #15667-WTR TRANS	07/31/15	246101	157.30-
CARQUEST AUTO PARTS STOR							
Sum							628.91-
00009 CENTRAL PIPE SUPPLY INC	S100012429.0	00150878	14001506	SHOVELS/CURB STOPS/COUPLINGS	07/31/15	246103	2,188.45-
00009 CENTRAL PIPE SUPPLY INC	S100012429.0	00150878	14001507	SHOVELS	07/31/15	246103	37.45-
00009 CENTRAL PIPE SUPPLY INC	S100012429.0	00150878	14001508	PAINT MARKING STICKS	07/31/15	246103	316.35-
00009 CENTRAL PIPE SUPPLY INC	S100012429.0	00150878	14001510	CREDIT	07/31/15	246103	37.45
00009 CENTRAL PIPE SUPPLY INC	S100012429.0	00150878	14001511	SHOVELS TRANS DEPT	07/31/15	246103	35.15-
00009 CENTRAL PIPE SUPPLY INC	S100012429.0	00150878	14001512	CREDIT	07/31/15	246103	337.05
00009 CENTRAL PIPE SUPPLY INC	S100021819.0	00153047	14001532		07/31/15	246103	4,628.58-
00009 CENTRAL PIPE SUPPLY INC	S100021819.0	00153047	14001533	PLUMBING SUPPLIES-WTR TRANS	07/31/15	246103	88.20-
00009 CENTRAL PIPE SUPPLY INC	S100021819.0	00153047	14001534	PLUMBING SUPPLIES-WTR TRANS	07/31/15	246103	958.50-
00009 CENTRAL PIPE SUPPLY INC	S100021819.0	00153047	14001535	PLUMBING SUPPLIES-WTR TRANS	07/31/15	246103	128.70-
00009 CENTRAL PIPE SUPPLY INC	S100015615.0	00151554	14001538	PLUMB SUPP WTR TRANS DEPT	07/31/15	246103	4,888.51-
00009 CENTRAL PIPE SUPPLY INC	S100015615.0	00151554	14001539	PLUMB SUPP WTR TRANS DEPT	07/31/15	246103	311.28-
00009 CENTRAL PIPE SUPPLY INC	S100015615.0	00151554	14001540	PLUMB SUPP WTR TRANS DEPT	07/31/15	246103	77.82-
00009 CENTRAL PIPE SUPPLY INC	S100017156.0	00151554	14001541	PLUMB SUPP WTR TRANS DEPT	07/31/15	246103	702.11-
00009 CENTRAL PIPE SUPPLY INC	S100017163.0	00151554	14001543	PLUMB SUPP WTR TRANS DEPT	07/31/15	246103	188.04-
00009 CENTRAL PIPE SUPPLY INC	S100015615.0	00151554	14001544	PLUMB SUPP WTR TRANS DEPT	07/31/15	246103	45.65-
00009 CENTRAL PIPE SUPPLY INC	S100015615.0	00151554	14001545	PLUMB SUPP WTR TRANS DEPT	07/31/15	246103	656.46-
00009 CENTRAL PIPE SUPPLY INC	S100024222.0	00151554	14001546	CREDIT	07/31/15	246103	890.15
CENTRAL PIPE SUPPLY INC							
Sum							13,986.60-

00009 CERTIFIED LABORATORIES	1975812	00153499	14001494	CHEMICALS SEWER/LAGOONS	07/31/15	246104	31,793.30-
CERTIFIED LABORATORIES							
Sum							31,793.30-
00009 CITY OF HATTIESBURG FUND	TRF 2ND 7/15	02015626	14001503	TRF 2ND 7/15 PAYROLL	07/21/15	21876	102,446.26-
CITY OF HATTIESBURG FUND							
Sum							102,446.26-
00009 COMSOUTH	178591	00152427	14001495	RADIO REPR SEWER DEPT	07/31/15	246108	148.95-
00009 COMSOUTH	178592	00153792	14001519	RADIO REPR WTR PLT	07/31/15	246108	112.55-
00009 COMSOUTH	178658	00153793	14001520	RADIO REPR WTR PLT	07/31/15	246108	80.00-
00009 COMSOUTH	178659	00153794	14001521	RADIO REPR WTR PLTS	07/31/15	246108	163.80-
00009 COMSOUTH	178687	00153789	14001522	REPR PTS U#20054 SEWER	07/31/15	246108	29.95-
00009 COMSOUTH	179017	00153796	14001531	INSTALL EQUIP #20054-SEWER	07/31/15	246108	300.00-
COMSOUTH							
Sum							835.25-
00009 DIXIE COMMUNITY UTILITY	SEWER BILLIN	00153829	14001504	SEWER BILLING REPORT 6/30	07/31/15	246118	318.75-
DIXIE COMMUNITY UTILITY							
Sum							318.75-
00009 EQUIPMENT INC	165500702	00153860	14001530	REPAIRS #14238-WTR TRANS	07/31/15	246129	1,858.10-
EQUIPMENT INC							
Sum							1,858.10-
00009 FASTENAL COMPANY	MSHAT183024	00153204	14001516	HAND TOOLS SEWER DEPT	07/31/15	246134	160.95-
FASTENAL COMPANY							
Sum							160.95-
00009 HANSON PIPE & PRECAST IN	11262763	00151378	14001509	RISER RINGS STREET PAVING	07/31/15	246157	3,320.00-
HANSON PIPE & PRECAST IN							
Sum							3,320.00-
00009 IRBY, STUART C CO	S009044881.0	00153416	14001500	RELAY/MODULE WELL#5 PLT #1	07/31/15	246177	200.10-
IRBY, STUART C CO							
Sum							200.10-
00009 L & A CONTRACTING CO	483-034	00153949	14001525	AERATOR MAINT N & S LAGOONS	07/31/15	246188	24,600.00-
L & A CONTRACTING CO							
Sum							24,600.00-
00009 LANCASTER'S MACHINE & WE	22301	00153470	14001501	EQUIP REPR LAGOONS	07/31/15	246189	590.00-
LANCASTER'S MACHINE & WE							
Sum							590.00-
00009 MS POWER COMPANY	7/15 W&SO&M	00201520	14001542	MNTHLY ELEC-W&SO&M	07/31/15	246214	102,183.15-
MS POWER COMPANY							
Sum							102,183.15-

00009 MS STATE/EMP SECURITY CO	9200131000 7	00154097	14001537	UNEMP BENEFITS 2ND QTR	07/31/15	246215	129.10
MS STATE/EMP SECURITY CO							
Sum							129.10
00009 PEARL RIVER VALLEY EPA (	7/15 W&SO&M	00201520	14001528	MNTHLY 7/15 PUBLIC SERVICES	07/31/15	246226	50.00-
PEARL RIVER VALLEY EPA (							
Sum							50.00-
00009 PUCKETT RENTS	501347-0001	00153572	14001523	MINI EXCAVATOR SEWER DEPT	07/31/15	246235	676.70-
PUCKETT RENTS							
Sum							676.70-
00009 RJM MCQUEEN CONTRACTING	928	00153978	14001517	SEWER REPR J ED TURNER ROAD	07/31/15	246243	4,288.30-
RJM MCQUEEN CONTRACTING							
Sum							4,288.30-
00009 SOLAR SUPPLY INC	3469288	00153652	14001493	A/C REPR PTS WTR BILL OFFICE	07/31/15	246253	14.00-
SOLAR SUPPLY INC							
Sum							14.00-
00009 SOUTHERN PINE ELECTRIC P	7/15 W&SO&M	00201520	14001526	MNTHLY 7/15 PUBLIC SERVICES	07/31/15	246256	619.64-
SOUTHERN PINE ELECTRIC P							
Sum							619.64-
00009 SOUTHERN TIRE MART #9 (M	9001700	00153111	14001497	TIRES U#15232 SEWER	07/31/15	246258	1,023.68-
SOUTHERN TIRE MART #9 (M							
Sum							1,023.68-
00009 SOUTHERN TIRE MART LLC	11103400	00153840	14001518	CONSTR EQUIP R/M WTR TRANS	07/31/15	246259	1,090.64-
SOUTHERN TIRE MART LLC							
Sum							1,090.64-
00009 U S POSTMASTER-POSTAGE (	PERMIT #213	00153828	14001505	POSTAGE WTR BILLING OFFICE	07/31/15	246272	10,000.00-
U S POSTMASTER-POSTAGE (							
Sum							10,000.00-
00009 WARREN PAVING INC	20186MB	00152449	14001547	HOT MIX ASPHALT WTR TRANS	07/31/15	246287	386.58-
00009 WARREN PAVING INC	20231MB	00152449	14001548	HOT MIX ASPHALT WTR TRANS	07/31/15	246287	2,323.20-
00009 WARREN PAVING INC	20299MB	00152449	14001549	HOT MIX ASPHALT WTR TRANS	07/31/15	246287	1,477.19-
00009 WARREN PAVING INC	20378MB	00152449	14001550	HOT MIX ASPHALT WTR TRANS	07/31/15	246287	1,901.74-
00009 WARREN PAVING INC	20455MB	00152449	14001551	HOT MIX ASPHALT WTR TRANS	07/31/15	246287	3,195.30-
00009 WARREN PAVING INC	20512MB	00152449	14001552	HOT MIX ASPHALT WTR TRANS	07/31/15	246287	997.26-
00009 WARREN PAVING INC	20544MB	00152449	14001553	HOT MIX ASPHALT WTR TRANS	07/31/15	246287	666.71-
00009 WARREN PAVING INC	20545MB	00152449	14001554	HOT MIX ASPHALT WTR TRANS	07/31/15	246287	112.67-
00009 WARREN PAVING INC	20612MB	00152449	14001555	HOT MIX ASPHALT WTR TRANS	07/31/15	246287	1,731.81-
00009 WARREN PAVING INC	20694MB	00152449	14001556	HOT MIX ASPHALT WTR TRANS	07/31/15	246287	3,148.01-
00009 WARREN PAVING INC	20763MB	00152449	14001557	HOT MIX ASPHALT WTR TRANS	07/31/15	246287	2,734.53-
WARREN PAVING INC							
Sum							18,675.00-

00009 WILLMUT GAS & OIL COMPAN 7/15 W&SO&M	00201520	14001527	MNTHLY GAS-W&SO&M	07/31/15	246301	13.23-
WILLMUT GAS & OIL COMPAN						
Sum						13.23-
Sum						320,372.23-

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WATER & SEWER FUND							
00011 ANDERSON, CHARLES H	WTR OVRPMT R	02015639	14000708	WTR OVRPMT RFD	07/31/15	246066	456.28-
ANDERSON, CHARLES H							
Sum							456.28-
00011 BANKS, JENNIFER K	METER DEP RF	02015623	14000690	METER DEP RFD	07/31/15	246076	28.80-
BANKS, JENNIFER K							
Sum							28.80-
00011 BUTLER, MODIST	METER DEP RF	02015632	14000698	METER DEP RFD	07/31/15	246095	28.80-
BUTLER, MODIST							
Sum							28.80-
00011 BYRD, AMANDA L	METER DEP RF	02015632	14000699	METER DEP RFD	07/31/15	246096	26.48-
BYRD, AMANDA L							
Sum							26.48-
00011 D R HORTON 27	METER DEP RF	02015632	14000701	METER DEP RFD	07/31/15	246115	21.50-
D R HORTON 27							
Sum							21.50-
00011 DAVIS, AMBER	WTR OVRPMT R	02015628	14000697	WTR OVRPMT RFD	07/31/15	246116	33.74-
DAVIS, AMBER							
Sum							33.74-
00011 DURDIN, MARY	METER DEP RF	02015595	14000681	METER DEP RFD	07/31/15	246121	33.74-
DURDIN, MARY							
Sum							33.74-
00011 FERRER, VICENTE G	METER DEP RF	02015623	14000692	METER DEP RFD	07/31/15	246135	33.74-
FERRER, VICENTE G							
Sum							33.74-
00011 FREEMAN, RODDIS	METER DEP RF	02015623	14000682	METER DEP RFD	07/31/15	246137	3.74-
FREEMAN, RODDIS							
Sum							3.74-
00011 GILLESPIE, LAUREN M	METER DEP RF	02015623	14000695	METER DEP RFD	07/31/15	246145	6.90-
GILLESPIE, LAUREN M							
Sum							6.90-
00011 HUNTER, KYLE J	METER DEP RF	02015623	14000688	METER DEP RFD	07/31/15	246169	26.48-
HUNTER, KYLE J							
Sum							26.48-

00011 LEJUNE, LESLIE	METER DEP RF 02015623 14000685 METER DEP RFD				07/31/15	246193	33.74-
LEJUNE, LESLIE							
Sum							33.74-
00011 LOVE, KEATON	WTR OVRPMT R 02015639 14000707 WTR OVRPMT RFD				07/31/15	246195	8.22-
LOVE, KEATON							
Sum							8.22-
00011 MCMILLON, TRISHA	METER DEP RF 02015623 14000691 METER DEP RFD				07/31/15	246200	33.74-
MCMILLON, TRISHA							
Sum							33.74-
00011 MEYERS, HAYLEY B	METER DEP RF 02015623 14000693 METER DEP RFD				07/31/15	246203	26.48-
MEYERS, HAYLEY B							
Sum							26.48-
00011 MILES, CRAFT S	METER DEP RF 02015632 14000700 METER DEP RFD				07/31/15	246206	21.50-
MILES, CRAFT S							
Sum							21.50-
00011 MORGAN, PEARL	METER DEP RF 02015632 14000702 METER DEP RFD				07/31/15	246210	36.10-
MORGAN, PEARL							
Sum							36.10-
00011 MULLINS, TYNESHEA I	METER DEP RF 02015623 14000686 METER DEP RFD				07/31/15	246217	33.74-
MULLINS, TYNESHEA I							
Sum							33.74-
00011 NETWORK SERVICES (NSI)	10201490000	02015621	14000680	WATER COLLECTIONS FEES	07/31/15	246220	1,410.77-
NETWORK SERVICES (NSI)							
Sum							1,410.77-
00011 RETAIL INVESTMENTS INC	WTR OVRPMT R 02015625 14000696 WTR OVRPMT RFD				07/31/15	246239	1,748.36-
RETAIL INVESTMENTS INC							
Sum							1,748.36-
00011 ROBINSON, DAVID	METER DEP RF 02015623 14000689 METER DEP RFD				07/31/15	246244	33.74-
ROBINSON, DAVID							
Sum							33.74-
00011 SCOTT, JONATHAN	METER DEP RF 02015623 14000687 METER DEP RFD				07/31/15	246246	33.74-
SCOTT, JONATHAN							
Sum							33.74-
00011 SMITH, SANDRA J	METER DEP RF 02015623 14000683 METER DEP RFD				07/31/15	246251	40.00-
SMITH, SANDRA J							
Sum							40.00-

00011 TRUSSELL, DEBORA	METER DEP RF 02015623 14000694 METER DEP RFD		07/31/15	246270	75.00-
TRUSSELL, DEBORA					
Sum					75.00-
00011 WAL-MART.COM	WTR OVRPMT R 02015639 14000703 WTR OVRPMT RFD		07/31/15	246284	1,000.10-
WAL-MART.COM					
Sum					1,000.10-
00011 WESLEY BRELAND REALTOR I	METER DEP RF 02015623 14000684 METER DEP RFD		07/31/15	246294	75.00-
WESLEY BRELAND REALTOR I					
Sum					75.00-
00011 WHITE, CARL	WTR OVRPMT R 02015639 14000706 WTR OVRPMT RFD		07/31/15	246297	3.50-
00011 WHITE, CARL	WTR OVRPMT R 02015639 14000705 WTR OVRPMT RFD		07/31/15	246298	65.30-
WHITE, CARL					
Sum					68.80-
00011 WHITE, DR. CARL	WTR OVRPMT R 02015639 14000704 WTR OVRPMT RFD		07/31/15	246299	10.04-
WHITE, DR. CARL					
Sum					10.04-
Sum					5,389.27-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2015

Date - 07/30/15

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
CITY B & I							
00013 HANCOCK BANK CORP TRUST	10 GO RFDG B	02015622	14000015	10 GO RFDG BOND AGENT FEE	07/20/15	19994	785.00-
HANCOCK BANK CORP TRUST							
Sum							785.00-
Sum							785.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2015

Date - 07/30/15

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLICE FORFEITURES FUND							
00019 MID SOUTH UNIFORM & SUPP	533561	00152533	14000069	BODY ARMOR BYRD/RUPLE	07/31/15	246205	2,039.20-
MID SOUTH UNIFORM & SUPP Sum							2,039.20-
Sum							2,039.20-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2015

Date - 07/30/15

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
AIRPORT IMPROVEMENT FUND							
00039 ARE CONSULTANTS INC	150430E	00154027	14000032	2015 AIRPORT-GRANT ADM ASSIST	07/31/15	246070	7,434.12-
ARE CONSULTANTS INC							
Sum							7,434.12-
Sum							7,434.12-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2015

Date - 07/30/15

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MUNICIPAL ROAD & BRIDGE							
00072 NEEL-SCHAFFER INC	1028289	00153968	14000150	SRVS SHARED USE PATHWAY	07/31/15	246219	1,872.50-
00072 NEEL-SCHAFFER INC	1028293	00153969	14000151	SRVS SAFE ROUTES TO SCHOOL	07/31/15	246219	1,934.11-
00072 NEEL-SCHAFFER INC	1028292	00153967	14000152	SRVS TUSCAN AVE SIDEWALK PROJ	07/31/15	246219	1,687.24-
NEEL-SCHAFFER INC							
Sum							5,493.85-
00072 THOMPSON ENGINEERING	15062712	00153866	14000149	FEASIBILITY STUDY W BELTWAY	07/31/15	246266	2,991.52-
THOMPSON ENGINEERING							
Sum							2,991.52-
00072 WARREN PAVING INC	811668	00153038	14000147	OVERLAY S 28TH AVE	07/31/15	246287	51,699.99-
00072 WARREN PAVING INC	811654	00153039	14000153	PAVING 4TH ST	07/31/15	246287	75,564.94-
WARREN PAVING INC							
Sum							127,264.93-
Sum							135,750.30-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2015

Date - 07/30/15

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 AMERICAN PLANNING ASSN-A	REG WHITE 10	00153812	14000420	REG WHITE CNF ORANGE BEACH,AL	07/31/15	246064	250.00-
AMERICAN PLANNING ASSN-A							
Sum							250.00-
00073 CARQUEST AUTO PARTS STOR	14758-52724	00153533	14000418	BRAKE PADS U#19535/19552	07/31/15	246101	187.96-
CARQUEST AUTO PARTS STOR							
Sum							187.96-
00073 CITY OF HATTIESBURG FUND	TRF 2ND 7/15	02015626	14000421	TRF 2ND 7/15 PAYROLL	07/21/15	19996	30,547.49-
CITY OF HATTIESBURG FUND							
Sum							30,547.49-
00073 CLARKE POWER SERVICES IN	S108011011:0	00153779	14000430	REPRS U#16234 BUS	07/31/15	246105	2,356.03-
CLARKE POWER SERVICES IN							
Sum							2,356.03-
00073 CUMMINS MID SOUTH LLC	003-65565	00153615	14000429	REPR PTS U#16235 BUS	07/31/15	246111	92.75-
CUMMINS MID SOUTH LLC							
Sum							92.75-
00073 DOSSETT PONTIAC CADILLAC	30556	00153220	14000426	A/C REPR PTS U#16760	07/31/15	246120	464.90-
DOSSETT PONTIAC CADILLAC							
Sum							464.90-
00073 HOME DEPOT	7972017	00152869	14000423	FUEL STABILIZER/BULBS	07/31/15	246165	33.43-
HOME DEPOT							
Sum							33.43-
00073 MS POWER COMPANY	7/15 MASS TR	00201520	14000431	MNTHLY ELEC-MASS TRANSIT	07/31/15	246214	816.52-
MS POWER COMPANY							
Sum							816.52-
00073 NEWELL PAPER COMPANY	847150	00153864	14000425	PAPER TOWELS	07/31/15	246221	201.55-
NEWELL PAPER COMPANY							
Sum							201.55-
00073 OFFICE DEPOT INC	780077546001	00153546	14000428	OFFICE SUPP	07/31/15	246224	410.55-
00073 OFFICE DEPOT INC	1796976076	00152586	14000432	OFFICE SUPPLIES	07/31/15	246224	59.67-
00073 OFFICE DEPOT INC	1796995575	00152586	14000433	CREDIT	07/31/15	246224	84.97
00073 OFFICE DEPOT INC	774275164001	00152586	14000434	OFFICE SUPPLIES	07/31/15	246224	16.49-
00073 OFFICE DEPOT INC	774275162001	00152586	14000435	OFFICE SUPPLIES	07/31/15	246224	15.20-
OFFICE DEPOT INC							
Sum							416.94-

00073 PINE BELT FORD INC (SEE	5002120	00153482 14000422 REPR PTS U#19552		07/31/15	246228	227.14-
PINE BELT FORD INC (SEE						
Sum						227.14-
00073 VERIZON WIRELESS	9748724536	00154004 14000427 GPS PARATRANS BUSES 7/11-8/10		07/31/15	246279	200.09-
VERIZON WIRELESS						
Sum						200.09-
00073 WATERS INTERNATIONAL TRU	8-251960032	00153647 14000424 REPR PTS U#18570 BUS		07/31/15	246292	58.68-
WATERS INTERNATIONAL TRU						
Sum						58.68-
00073 WHITE LENOIR, LA'KEYLAH	TRAV ADVANCE	00153811 14000419 TRAV ADV APA AL/MS CONF		07/31/15	246296	546.58-
WHITE LENOIR, LA'KEYLAH						
Sum						546.58-
Sum						36,400.06-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2015

Date - 07/30/15

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER&SEWER CONSTRUCTION FUND							
00075 RJM MCQUEEN CONTRACTING	927	00153800	14000070	SEWER REPAIR JEFFERSON DRIVE	07/31/15	246243	21,822.00-
00075 RJM MCQUEEN CONTRACTING	926	00153801	14000071	SEWER REPR N 11TH AVE PROJECT	07/31/15	246243	32,983.45-
00075 RJM MCQUEEN CONTRACTING	929	00153950	14000072	SEWER REPR HWY 49 SERVICE RD	07/31/15	246243	32,332.00-
RJM MCQUEEN CONTRACTING							
Sum							87,137.45-
Sum							87,137.45-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2015

Date - 07/30/15

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 ANDERSON, CARMON (REFUND	7/22/15		14000417	DAMAGE DEP REFUND-CULTURAL CTR	07/31/15	246065	250.00-
ANDERSON, CARMON (REFUND							
Sum							250.00-
00077 BOLTON, CHIQUITA (REFUND	7/21/15		14000418	DAMAGE DEP REFUND-C E ROY	07/31/15	246086	100.00-
BOLTON, CHIQUITA (REFUND							
Sum							100.00-
00077 BROWN, TEMEKA (REFUND)	7/18/15		14000416	DAMGE DEP REFUND-CULTURAL CTR	07/31/15	246092	250.00-
BROWN, TEMEKA (REFUND)							
Sum							250.00-
00077 CITY OF HATTIESBURG FUND	TRF 2ND 7/15	02015626	14000409	TRF 2ND 7/15 PAYROLL	07/21/15	310572	20,026.56-
CITY OF HATTIESBURG FUND							
Sum							20,026.56-
00077 EATON, KERMAS	PETTY CASH 4	00153999	14000429	PETTY CASH COMM CNTRS	07/31/15	246123	16.65-
EATON, KERMAS							
Sum							16.65-
00077 EDDIE PEARSON ROOFING, L	1253	00153075	14000408	REPRS SIGLER CNTR ROOF	07/31/15	246126	1,600.00-
EDDIE PEARSON ROOFING, L							
Sum							1,600.00-
00077 G & K SERVICES	1035619023	00154026	14000422	UNIFORMS 6/23 COMM CNTRS	07/31/15	246141	28.15-
00077 G & K SERVICES	1035621242	00154026	14000423	UNIFORMS 6/30 COMM CNTRS	07/31/15	246141	28.15-
00077 G & K SERVICES	1035623443	00154026	14000424	UNIFORMS 7/17 COMM CNTRS	07/31/15	246141	28.15-
00077 G & K SERVICES	1035625669	00154026	14000425	UNIFORMS 7/14 COMM CNTRS	07/31/15	246141	28.15-
00077 G & K SERVICES	1035627858	00154026	14000426	UNIFORMS 7/21 COMM CNTRS	07/31/15	246141	28.15-
G & K SERVICES							
Sum							140.75-
00077 GREEN, TANJALA (REFUND)	SHERRILL CEN	02015642	14000428	DAMAGE DEPOSIT REFUND	07/31/15	246150	100.00-
GREEN, TANJALA (REFUND)							
Sum							100.00-
00077 MCNEAL, BETTY (REFUND)	7/25/15		14000421	DAMAGE DEP REFUND-C E ROY	07/31/15	246201	100.00-
MCNEAL, BETTY (REFUND)							
Sum							100.00-
00077 MS POWER COMPANY	7/15 COMM CN	00201520	14000427	MNTHLY ELEC-COMM CNTRS	07/31/15	246214	5,290.06-
MS POWER COMPANY							
Sum							5,290.06-

00077 NEEL-SCHAFFER INC	1023628-1023	00137287	14000430	SERVS SHERRILL CTR FOUNDATION	07/31/15	246219	982.47-
NEEL-SCHAFFER INC							
Sum							982.47-
00077 NEWMAN, WILLIAM R (REFUN	7/15/15 5953		14000415	DAMAGE DEP REFUND-JACKIE DOL	07/31/15	246222	100.00-
NEWMAN, WILLIAM R (REFUN							
Sum							100.00-
00077 PITTMAN, PATRICIA (REFUN	7/19/15		14000420	DAMAGE DEP REFUND-C E ROY	07/31/15	246232	100.00-
PITTMAN, PATRICIA (REFUN							
Sum							100.00-
00077 SMITH, JIM SERVICES	84005	00152413	14000410	A/C REPAIR CULTURAL CENTER	07/31/15	246250	410.00-
SMITH, JIM SERVICES							
Sum							410.00-
00077 SOLAR SUPPLY INC	3469542	00153349	14000411	A/C FILTER CE ROY CENTER	07/31/15	246253	746.40-
SOLAR SUPPLY INC							
Sum							746.40-
00077 STANDARD OFFICE SUPPLY C	0054872-001	00153887	14000413	FAX PRT CARTRIDGE-JACKIE DOLE	07/31/15	246263	71.98-
STANDARD OFFICE SUPPLY C							
Sum							71.98-
00077 WADE, CHRYSTAL	9/27/15		14000419	DAMAGE DEP REFUND-JACKIE DOLE	07/31/15	246282	100.00-
WADE, CHRYSTAL							
Sum							100.00-
00077 WILLMUT GAS & OIL COMPAN	7/15 COMM CN	00201520	14000412	MNTHLY GAS-COMM CNTRS	07/31/15	246301	31.12-
WILLMUT GAS & OIL COMPAN							
Sum							31.12-
Sum							30,415.99-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 31, 2015

Date - 07/30/15

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT							
00082 CITY OF HATTIESBURG FUND	TRF 2ND 7/15	02015626	14000203	TRF 2ND 7/15 PAYROLL	07/21/15	310573	6,788.78-
CITY OF HATTIESBURG FUND							
Sum							6,788.78-
00082 EATON, KERMAS	PETTY CASH 4	00153999	14000206	PETTY CASH CDBG	07/31/15	246122	26.70-
EATON, KERMAS							
Sum							26.70-
00082 SPECIALTY ABATEMENT SERV	15-06016-01	00154042	14000204	333 JD RANDOLPH LEAD ABATEMENT	07/28/15	310575	3,396.00-
00082 SPECIALTY ABATEMENT SERV	15-06017-01	00153957	14000205	1300 PENTON ST LEAD ABATEMENT	07/28/15	310576	2,752.00-
SPECIALTY ABATEMENT SERV							
Sum							6,148.00-
Sum							12,963.48-
Grand Total Level							
Sum							2,713,100.40-

City of Hattiesburg, MS

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

Meeting Agenda - Final

Tuesday, August 4, 2015

4:00 PM

Council Chambers

City Council - Amendments to the Agenda

Add Policy Agenda Items VI.-20, VI.-21 and VI.-22 at the request of the Administration and the Council as follows:

VI.-20 2015-2075 Rescind motion to hire Watkins & Eager law firm approved July 7, 2015 at Minute Book 2015-211; authorize Mayor to execute letter of agreement with Watkins & Eager Law Firm to assist with the RFP and other matters related to a land application wastewater treatment system.

Attachments: Watkins & Eager Engagement Letter, 8-4-15

VI.-21 2015-2076 Authorize the Mayor to execute a letter of agreement with a procurement attorney, Christopher Solop of Biggs, Ingram & Solop, PLLC, to evaluate the City's land application RFP, after it has been approved by Watkins and Eager and Neel-Schaffer but before it is published, and to provide a legal opinion as to whether there are conflicts with the enabling legislation, House Bill 1529.

Attachments: Letter of Agreement with a Procurement Attorney to Evaluate Land Application I

VI.-22 2015-2077 Adopt a Resolution affirming that the City of Hattiesburg will continue on a dual track to evaluate and pursue both mechanical and land application wastewater treatment solutions as rapidly as possible until one method can be determined to be the best treatment solution for the city.

Attachments: RES-dual track path, wastewater treatment system

executed RES-dual track path, wastewater treatment system RES#2015-106

Add Policy Agenda Item VI.-23 at the Request of the Council as follows:

VI.-23 2015-2023 Take from the Table and Authorize Mayor to execute a Performance Contract between the City of Hattiesburg and Johnson Controls, Inc. not to exceed $7,449,714, pending legal approval; authorize Mayor to execute a financing agreement with Mississippi Development Authority Energy Efficiency Lease Program, pending legal approval.

Attachments: City of Hattiesburg Performance Contract v.2

executed City of Hattiesburg Performance Contract v.2

Reverse the order of Policy Agenda Items VI.-18 and VI.-19 and re-number accordingly.

And, Remove July 21, 2015, from the list of meetings for which Council minutes are being approved.

City of Hattiesburg, MS

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

Master

File Number: 2015-2075

File ID: 2015-2075 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 08/03/2015

Brief Title: Rescind July 7, 2015, hiring and authorize Mayor to execute letter of agreement with Watkins & Eager law firm to assist with an RFP for a land application wastewater treatment system.

Final Action: 08/04/2015

Minute Book Number: MB2015-239

Title:

Rescind motion to hire Watkins & Eager law firm approved July 7, 2015 at Minute Book 2015-211; authorize Mayor to execute letter of agreement with Watkins & Eager Law Firm to assist with the RFP and other matters related to a land application wastewater treatment system.

Notes:

Sponsors:

Enactment Date:

Attachments: Watkins & Eager Engagement Letter, 8-4-15

Enactment Number:

Contact:

Meeting Date: 08/04/2015

Drafter: Debbie Bernardo

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	08/04/2015					
1	City Council	08/04/2015	Rescind				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Rescind motion to hire Watkins & Eager law firm approved July 7, 2015 at Minute Book 2015-211; authorize Mayor to execute letter of agreement with Watkins & Eager Law Firm to assist with the RFP and other matters related to a land application wastewater treatment system.

Council member Delgado said she opposes land application and on that basis, opposes the hiring of this firm. She said if the matter were the consent decree the city faces, she perhaps would give the matter more thought.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 1 - Delgado

Yea:	4	Council Member Bradley Council Member Carroll Council Member Dryden Council Member Naylor
Nay:	1	Council Member Delgado
ΓEL-No Vote:	0	

Text of Legislative File 2015-2075

Title

Rescind motion to hire Watkins & Eager law firm approved July 7, 2015 at Minute Book 2015-211; authorize Mayor to execute letter of agreement with Watkins & Eager Law Firm to assist with the RFP and other matters related to a land application wastewater treatment system.

Summary

Rescind July 7, 2015, hiring and authorize Mayor to execute letter of agreement with Watkins & Eager law firm to assist with an RFP for a land application wastewater treatment system.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Mailing Address:
P.O. Box 650
Jackson, Mississippi 39205
Telephone: (601) 965-1900
Facsimile: (601) 965-1901

WATKINS & EAGER

Attorneys and Counselors at Law

est. 1895

KEITH W. TURNER
DIRECT DIAL: (601) 965-1958
E-MAIL ADDRESS:
kturner@watkinseager.com

August 4, 2015

Mayor Johnny L. DuPree
City of Hattiesburg
Post Office Box 1898
Hattiesburg, Mississippi 39403-1898

Re: Engagement Letter for Legal Services

Dear Mayor DuPree:

This letter is to confirm that Keith W. Turner and Betty Ruth Fox of Watkins & Eager, PLLC have been retained by the City of Hattiesburg to provide legal services as required by the City of Hattiesburg. This shall include general representation of specific legal services as may be requested by the City of Hattiesburg for the development of the wastewater treatment system specifically to include the land application project.

Legal fees for services will be billed at $195 per hour for any attorneys involved and for work performed by paralegals and legal assistants, a billed at the rate of $135 per hour. As matters are received from the City of Hattiesburg, we will use all reasonable efforts to assign work in a cost effective manner while assuring the highest quality legal work. We may associate other counsel based upon the same terms. Statements for services rendered and expenses incurred will be sent to your attention on a routine basis.

The firm will bill for reimbursement of expenses incurred in connection with handling this representation, such as reproduction costs, long distance calls, facsimile charges, computer-assisted research (if any), delivery and courier services, filing fees, travel expenses, and other costs reasonably incurred. Certain of these types of charges may not be applicable to this engagement. While we attempt to base our expense charges on actual costs, for certain of these items (e.g. in-house reproduction costs (15 cents per copy/$1.00 per color copy), long distance calls, facsimile charges, and computer assisted research), we charge for these items on a unit basis, which is intended to reflect actual cost, but because it is difficult to determine actual cost, may not be precise. Depending on the nature of the expense item, we may ask that certain out-of-pocket charges or expenses be billed directly to the City of Hattiesburg.

Please indicate your agreement to these terms in the space indicated below. We look forward to working with you in this regard.

Sincerely yours,

WATKINS & EAGER PLLC

Keith W. Turner

KWT:sd

Approved and Agreed:

_____

Mayor Johnny L. DuPree
The City of Hattiesburg

City of Hattiesburg, MS

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

Master

File Number: 2015-2076

File ID: 2015-2076 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 08/03/2015

Brief Title: Authorize Mayor to hire attorney to evaluate land application RFP - 2015. **Final Action:** 08/04/2015

Minute Book Number:

Title:

Authorize the Mayor to execute a letter of agreement with a procurement attorney, Christopher Solop of Biggs, Ingram & Solop, PLLC, to evaluate the City's land application RFP, after it has been approved by Watkins and Eager and Neel-Schaffer but before it is published, and to provide a legal opinion as to whether there are conflicts with the enabling legislation, House Bill 1529.

Notes:

Sponsors: **Enactment Date:**

Attachments: Letter of Agreement with a Procurement Attorney to Evaluate Land Application RFP - 2015 **Enactment Number:**

Contact: **Meeting Date:** 08/04/2015

Drafter: Debbie Bernardo **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	08/04/2015					
1	City Council	08/04/2015	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Authorize the Mayor to execute a letter of agreement with a procurement attorney, Christopher Solop of Biggs, Ingram & Solop, PLLC, to evaluate the City's land application RFP, after it has been approved by Watkins and Eager and Neel-Schaffer but before it is published, and to provide a legal opinion as to whether there are conflicts with the enabling legislation, House Bill 1529.

Council member Delgado expressed concern that the city is moving along the wrong track with land application.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 1 - Delgado

Yea:	4	Council Member Bradley Council Member Carroll Council Member Dryden Council Member Naylor
Nay:	1	Council Member Delgado
TEL-No Vote:	0	

Text of Legislative File 2015-2076

Title

Authorize the Mayor to execute a letter of agreement with a procurement attorney, Christopher Solop of Biggs, Ingram & Solop, PLLC, to evaluate the City's land application RFP, after it has been approved by Watkins and Eager and Neel-Schaffer but before it is published, and to provide a legal opinion as to whether there are conflicts with the enabling legislation, House Bill 1529.

Summary

Authorize Mayor to hire procurement attorney to evaluate land application RFP - 2015.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Mailing Address:
P.O. Box 650
Jackson, Mississippi 39205
Telephone: (601) 965-1900
Facsimile: (601) 965-1901

WATKINS & EAGER

Attorneys and Counselors at Law

est. 1924

KEITH W. TURNER
DIRECT DIAL: (601) 965-1958
E-MAIL ADDRESS:
kturner@watkinseager.com

August 4, 2015

Mayor Johnny L. DuPree
City of Hattiesburg
Post Office Box 1898
Hattiesburg, Mississippi 39403-1898

Re: Engagement Letter for Legal Services

Dear Mayor DuPree:

This letter is to confirm that Keith W. Turner and Betty Ruth Fox of Watkins & Eager, PLLC have been retained by the City of Hattiesburg to provide legal services as required by the City of Hattiesburg. This shall include general representation of specific legal services as may be requested by the City of Hattiesburg for the development of the wastewater treatment system specifically to include the land application project.

Legal fees for services will be billed at $195 per hour for any attorneys involved and for work performed by paralegals and legal assistants, a billed at the rate of $135 per hour. As matters are received from the City of Hattiesburg, we will use all reasonable efforts to assign work in a cost effective manner while assuring the highest quality legal work. We may associate other counsel based upon the same terms. Statements for services rendered and expenses incurred will be sent to your attention on a routine basis.

The firm will bill for reimbursement of expenses incurred in connection with handling this representation, such as reproduction costs, long distance calls, facsimile charges, computer-assisted research (if any), delivery and courier services, filing fees, travel expenses, and other costs reasonably incurred. Certain of these types of charges may not be applicable to this engagement. While we attempt to base our expense charges on actual costs, for certain of these items (e.g. in-house reproduction costs (15 cents per copy/$1.00 per color copy), long distance calls, facsimile charges, and computer assisted research), we charge for these items on a unit basis, which is intended to reflect actual cost, but because it is difficult to determine actual cost, may not be precise. Depending on the nature of the expense item, we may ask that certain out-of-pocket charges or expenses be billed directly to the City of Hattiesburg.

Please indicate your agreement to these terms in the space indicated below. We look forward to working with you in this regard.

Sincerely yours,

WATKINS & EAGER PLLC

Keith W. Turner

KWT:sd

Approved and Agreed:

Mayor Johnny L. DuPree
The City of Hattiesburg

City of Hattiesburg, MS

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

Master

File Number: 2015-2077

File ID: 2015-2077 **Type:** Resolution **Status:** Passed

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

File Created: 08/04/2015

Brief Title: Resolution, dual track, wastewater treatment systems, 2015 **Final Action:** 08/04/2015

Minute Book Number: MB2015-239-240

Title:

Adopt a Resolution affirming that the City of Hattiesburg will continue on a dual track to evaluate and pursue both mechanical and land application wastewater treatment solutions as rapidly as possible until one method can be determined to be the best treatment solution for the city.

Notes:

Sponsors: **Enactment Date:**

Attachments: RES-dual track path, wastewater treatment system, executed RES-dual track path, wastewater treatment system RES#2015-106 **Enactment Number:**

Contact: **Meeting Date:** 08/04/2015

Drafter: Debbie Bernardo **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	08/04/2015					
1	City Council	08/04/2015	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt a Resolution affirming that the City of Hattiesburg will continue on a dual track to evaluate and pursue both mechanical and land application wastewater treatment solutions as rapidly as possible until one method can be determined to be the best treatment solution for the city.

Council member Delgado indicated that there are not unlimited tax dollars. She cited potential liability for the city and individual council members regarding outstanding legal issues, including procurement matters, flood plains and floodways and potential violations of the Clean Water Act, possible zoning issues in Lamar County, permits and other issues. She said there has not been an unpaid, unbiased engineering report on the consequences of using [land application] and that she is concerned that public money is not being [used wisely].

Council member Carroll stated that her concerns would be addressed [Policy Agenda Item VI.-21], which he said she voted against.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 1 - Delgado

Yea:	4	Council Member Bradley Council Member Carroll Council Member Dryden Council Member Naylor
Nay:	1	Council Member Delgado
ΓEL-No Vote:	0	

Text of Legislative File 2015-2077

Title

Adopt a Resolution affirming that the City of Hattiesburg will continue on a dual track to evaluate and pursue both mechanical and land application wastewater treatment solutions as rapidly as possible until one method can be determined to be the best treatment solution for the city.

Summary

Resolution, dual track, wastewater treatment systems, 2015

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

WHEREAS, the City of Hattiesburg was required to replace the city's aging lagoon system in 2012 as part of an agreed order with MDEQ and a federal lawsuit filed by Gulf Restoration Network; and,

WHEREAS, Hattiesburg's Mayor and Council have worked unceasingly to meet the deadlines imposed by the agreed order and the federal consent decree, and have made great progress towards selecting a wastewater treatment system; and,

WHEREAS, the City of Hattiesburg approved a task order for program management services for the land application process July 20, 2015; authorized the Mayor to hire Watkins & Eager law firm to assist with the land application RFP, as well as a procurement attorney to evaluate the RFP for any conflicts with the enabling legislation, House Bill 1529, August 4, 2015; and will approve Phase 2 of the design work for the mechanical system August 18, 2015;

NOW, THEREFORE, LET IT BE KNOWN that The City of Hattiesburg will continue on a dual track to evaluate and pursue mechanical and land application as wastewater treatment solutions, working as rapidly as possible and with all due awareness of the time constraints imposed by the federal consent decree and the MDEQ agreed order, until one method can be determined to be the best treatment system for the City of Hattiesburg.

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 4th day of August, 2015.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of August, 2015.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

RESOLUTION

WHEREAS, the City of Hattiesburg was required to replace the city's aging lagoon system in 2012 as part of an agreed order with MDEQ and a federal lawsuit filed by Gulf Restoration Network; and,

WHEREAS, Hattiesburg's Mayor and Council have worked unceasingly to meet the deadlines imposed by the agreed order and the federal consent decree, and have made great progress towards selecting a wastewater treatment system; and,

WHEREAS, the City of Hattiesburg approved a task order for program management services for the land application process July 20, 2015; authorized the Mayor to hire Watkins & Eager law firm to assist with the land application RFP, as well as a procurement attorney to evaluate the RFP for any conflicts with the enabling legislation, House Bill 1529, August 4, 2015; and will approve Phase 2 of the design work for the mechanical system August 18, 2015;

NOW, THEREFORE, LET IT BE KNOWN that The City of Hattiesburg will continue on a dual track to evaluate and pursue mechanical and land application as wastewater treatment solutions, working as rapidly as possible and with all due awareness of the time constraints imposed by the federal consent decree and the MDEQ agreed order, until one method can be determined to be the best treatment system for the City of Hattiesburg.

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
Carroll
Dryden
Naylor

NAYS: Delgado

The President thereby declared the motion carried and the Resolution adopted, this the 4th day of August, 2015.

(SEAL)

ATTEST:

Debra K Bernardo
CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of August, 2015.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2015-2023

File ID: 2015-2023 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 2 **Reference:** **In Control:** City Council

File Created: 07/14/2015

Brief Title: Performance Contract between City of Hattiesburg and Johnson Controls and financing agreement MDAEELP

Final Action: 08/04/2015

Minute Book Number: MB2015-217; MB2015

Title:

Take from the Table and Authorize Mayor to execute a Performance Contract between the City of Hattiesburg and Johnson Controls, Inc. not to exceed
$7,449,714, pending legal approval; authorize Mayor to execute a financing agreement with Mississippi Development Authority Energy Efficiency Lease Program, pending legal approval.

Notes:

Sponsors: **Enactment Date:**

Attachments: City of Hattiesburg Performance Contract v.2, executed City of Hattiesburg Performance Contract v.2

Enactment Number:

Contact: **Meeting Date:** 07/21/2015

Drafter: Janet Beech **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/21/2015	Table				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Bradley to TABLE to Authorize Mayor to execute a Performance Contract between the City of Hattiesburg and Johnson Controls, Inc. not to exceed $ 7,449,714, pending legal approval; and authorize Mayor to execute a financing agreement with Mississippi Development Authority Energy Efficiency Lease Program, pending legal approval.

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

Yeas: 3 - Bradley, Carroll, and Dryden

Nays: 1 - Delgado

Absent: 1 - Naylor

Yea:	3	Council Member Bradley Council Member Carroll Council Member Dryden
Nay:	1	Council Member Delgado
TEL-No Vote:	0	

2	City Council - Amendments to the Agenda	08/04/2015	
2	City Council	08/04/2015	Authorize

Action Text: Council Vice President recused himself for the discussion and vote on Policy Agenda Item VI.-23, the performance contract with Johnson Controls, Inc.

A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Take from the Table and Authorize Mayor to execute a Performance Contract between the City of Hattiesburg and Johnson Controls, Inc. not to exceed $ 7,449,714, pending legal approval; and authorize Mayor to execute a financing agreement with Mississippi Development Authority Energy Efficiency Lease Program, pending legal approval.

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

Yeas: 4 - Bradley, Delgado, Carroll, and Dryden

Nays: 0

Absent: 1 - Naylor

Council Vice President Naylor returned to the room following the vote.

Text of Legislative File 2015-2023

Title

Take from the Table and Authorize Mayor to execute a Performance Contract between the City of Hattiesburg and Johnson Controls, Inc. not to exceed $7,449,714, pending legal approval; authorize Mayor to execute a financing agreement with Mississippi Development Authority Energy Efficiency Lease Program, pending legal approval.

Summary

Performance Contract between City of Hattiesburg and Johnson Controls, financing agreement MDAEELP

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PERFORMANCE CONTRACT

This Performance Contract (this "Agreement") is made this ___ day of _____, 2015 between:

PARTIES

JOHNSON CONTROLS, INC. ("JCI")
193 Business Park Drive
Suite A1
Ridgeland, MS 39157

and

City of Hattiesburg ("Customer")
200 Forrest Street
Hattiesburg, MS 39401

RECITALS

WHEREAS, Customer desires to retain JCI to perform the work specified in Schedule 1 (Scope of Work) hereto (the "Work") relating to the installation of the improvement measures (the "Improvement Measures") described therein; and

WHEREAS, Customer is authorized and empowered under applicable Laws (as defined below) to enter into this Agreement, and has taken all necessary action under applicable Laws to enter into this Agreement; and

WHEREAS, Customer has selected JCI to perform the Work after it determined JCI's proposal was the most advantageous to Customer in accordance with all applicable procurement and other Laws.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

AGREEMENT

1. **SCOPE OF THE AGREEMENT.** JCI shall perform the Work set forth in Schedule 1. After the Work is Substantially Complete (as defined below) and the Certificate of Substantial Completion is executed by Customer and JCI, JCI shall provide the assured performance guarantee (the "Assured Performance Guarantee") and the measurement and verification services (the "M&V Services") set forth in Schedule 2 (Assured Performance Guarantee) and/or Schedule 2A (Assured Performance Guarantee – Utility Meters), as applicable. Customer shall make payments to JCI for the Work and the M&V Services in accordance with Schedule 4 (Price and Payment Terms).

2. **AGREEMENT DOCUMENTS:** In addition to the terms and conditions of this Agreement, the following Schedules are incorporated into and shall be deemed an integral part of this Agreement:

   Schedule 1 – Scope of Work
   Schedule 2 – Assured Performance Guarantee
   Schedule 2A – Assured Performance Guarantee – Utility Meters
   Schedule 3 – Customer Responsibilities
   Schedule 4 – Price and Payment Terms

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3. **NOTICE TO PROCEED; SUBSTANTIAL COMPLETION; M&V SERVICES.** This Agreement shall become effective on the date of the last signature on the signature page below. JCI shall commence performance of the Work within ten (10) business days of receipt of Customer's Notice to Proceed, a form of which is attached hereto as Attachment 1, and shall achieve Substantial Completion of the Work by the Substantial Completion date, which shall be the earlier of:

   (a) the date on which Customer executes a Certificate of Substantial Completion substantially in the form attached hereto as Attachment 3;

   or

   (b) [months] after JCI's receipt of Customer's Notice to Proceed, subject to adjustments set forth in Section 4 and Section 5 below.

   For purposes of this Agreement, "Substantial Completion" means that JCI has provided sufficient materials and services to permit Customer to operate the Improvement Measures. The M&V Services shall commence on the first day of the month following the month in which Customer executes a Certificate of Substantial Completion and shall continue throughout the Guarantee Term, subject to earlier termination of the Assured Performance Guarantee as provided herein. Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of Customer's responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability thereunder.

4. **DELAYS AND IMPACTS.** If JCI is delayed in the commencement, performance, or completion of the Work and/or M&V Services by causes beyond its control and without its fault, including but not limited to inability to access property; concealed or unknown conditions encountered at the project, differing from the conditions represented by Customer in the bid documents or otherwise disclosed by Customer to JCI prior to the commencement of the Work; a Force Majeure (as defined below) condition; failure by Customer to perform its obligations under this Agreement; or failure by Customer to cooperate with JCI in the timely completion of the Work, JCI shall provide written notice to Customer of the existence, extent of, and reason for such delays and impacts. Under such circumstances, an equitable adjustment in the time for performance, price and payment terms, and the Assured Performance Guarantee shall be made.

5. **ACCESS.** Customer shall provide JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties in Customer's control that are subject to the Work and M&V Services. Customer further agrees to assist JCI, its subcontractors, and its agents to gain access to facilities and properties that are not controlled by Customer but are necessary for JCI to complete the Work and provide the M&V Services. An equitable adjustment in the time for performance, price and payment terms, and Assured Performance Guarantee shall be made as a result of any failure to grant such access.

6. **PERMITS, TAXES, AND FEES.** Unless otherwise specified in Schedule 3 (Customer Responsibilities), JCI shall be responsible for obtaining all building permits required for it to perform the Work. Unless otherwise specified in Schedule 1 (Scope of Work), Customer shall be responsible for obtaining all other permits, licenses, approvals, permissions and certifications, including but not limited to, all zoning and land use changes or exceptions required for the provision of the Work or the ownership and use of the Improvement Measures. JCI shall not be obligated to provide any changes to or improvement of the facilities or any portion thereof required under any applicable building, fire, safety, sprinkler or other applicable code, standard, law, regulation, ordinance or other requirement unless the same expressly regulates the installation of the Improvement Measures. Without limiting the foregoing, JCI's obligations with respect to the Work is not intended to encompass any changes or improvements that relate to any compliance matters (whether known or unknown) that are not directly related to the installation of the Improvement Measures or which have been imposed or enforced because of the occasion or opportunity of review by any governmental authority. Customer shall be responsible for and shall pay when due all assessments, charges and sales, use, property, excise, or other taxes now or hereafter imposed by any governmental body or agency upon the provision of the Work or the M&V Services, implementation or presence of the Improvement Measures, the use of the Improvement Measures or payments due to JCI under this Agreement, other than taxes upon the net income of JCI. Customer shall also be responsible for real or personal property taxes relating to equipment or material

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included in the Improvement Measures. Any fees, taxes, or other lawful charges paid by JCI on account of Customer shall become immediately due from Customer to JCI.

7. **WARRANTY.** JCI will perform the Work in a professional, workman-like manner. JCI will promptly re-perform any non-conforming Work for no charge, as long as Customer provides written notice to JCI within one (1) year following Substantial Completion or such other period identified in Schedule 1. If JCI installs or furnishes goods or equipment under this Agreement, and such goods or equipment are covered by an end-user warranty from their manufacturer, JCI will transfer the benefits of such warranty to Customer. The foregoing remedy with respect to the Work, together with any remedy provided by goods or equipment manufacturers, shall be Customer's sole and exclusive remedies for warranty claims. Customer agrees that the one (1) year period following Substantial Completion, or such other period identified in Schedule 1, shall be a reasonable time for purposes of submitting valid warranty claims with respect to the Work. These exclusive remedies shall not have failed of their essential purpose so long as JCI transfers the benefits of any goods or equipment end-user warranty to Customer and remains willing to re-perform any non-conforming Work for no charge within the one (1) year period described above or such other period identified in Schedule 1. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE PROVIDED BY JCI. This warranty does not extend to any Work that has been abused, altered, or misused, or repaired by Customer or third parties without the supervision or prior written approval of JCI. Except with respect to goods or equipment manufactured by JCI and furnished to Customer hereunder, for which JCI shall provide its express written manufacturer's warranty, JCI shall not be considered a merchant or vendor of goods or equipment.

8. **CLEANUP.** JCI shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, JCI shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials.

9. **SAFETY; COMPLIANCE WITH LAWS.** JCI shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work and M&V Services. Each of JCI and Customer shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities (collectively, "Laws") in connection with its performance hereunder.

10. **ASBESTOS-CONTAINING MATERIALS AND OTHER HAZARDOUS MATERIALS.**

Asbestos-Containing Materials: Neither party desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials ("ACM"). Consistent with applicable Laws, Customer shall supply JCI with any information in its possession relating to the presence of ACM in areas where JCI undertakes any Work or M&V Services that may result in the disturbance of ACM. It is JCI's policy to seek certification for facilities constructed prior to 1982 that no ACM is present, and Customer shall provide such certification for buildings it owns, or aid JCI in obtaining such certification from facility owners in the case of buildings that Customer does not own, if JCI will undertake Work or M&V Services in the facility that could disturb ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM that may be disturbed by JCI's Work or M&V Services, it shall promptly stop the Work or M&V Services in the affected area and notify the other. As between Customer and JCI, Customer shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable Laws and addressing the impact of its disturbance before JCI continues with its Work or M&V Services, unless JCI had actual knowledge that ACM was present and acted with intentional disregard of that knowledge, in which case (i) JCI shall be responsible at is sole expense for remediating areas impacted by the disturbance of the ACM, and (ii) Customer shall resume its responsibilities for the ACM after JCI's remediation has been completed.

Other Hazardous Materials: JCI shall be responsible for removing or disposing of any Hazardous Materials (as defined below) that it uses in providing Work or M&V Services ("JCI Hazardous Materials") and for the remediation of any areas impacted by the release of JCI Hazardous Materials. For other Hazardous Materials that may be otherwise present at Customer's facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of such materials if their presence may affect JCI's performance of the Work or M&V Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Work or M&V Services, it shall promptly

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stop the Work or M&V Services in the affected area and notify the other. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and the remediation of any areas impacted by the release of Non-JCI Hazardous Materials, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted with intentional disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Non-JCI Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Non-JCI Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Work or M&V Services. For purposes of this Agreement, "Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant or contaminant under applicable Law relating to or addressing public or employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product, or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold and lead-based paint and specifically excludes ACM. JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal, or disposal of mold, regardless of the cause of the mold.

Environmental Indemnity: To the fullest extent permitted by Law, Customer shall indemnify and hold harmless JCI and JCI's subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and assigns and successors, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from the Customer's use, or the storage, release, discharge, handling or presence of ACM, mold (actual or alleged and regardless of the cause of such condition) or Non-JCI Hazardous Materials on, under or about the facilities, or Customer's failure to comply with this Section 10.

11. CHANGE ORDERS. The parties, without invalidating this Agreement, may request changes in the Work to be performed under this Agreement, consisting of additions, deletions, or other revisions to the Work ("Change Orders"). The price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted in accordance with the Change Order. Such adjustments shall be determined by mutual agreement of the parties. JCI may delay performance until adjustments arising out of the Change Order are clarified and agreed upon. Any Change Order must be signed by an authorized representative of each party. If concealed or unknown conditions are encountered at the project, differing from the conditions represented by Customer in the bid documents or otherwise disclosed by Customer to JCI prior to the commencement of the Work, price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted. Claims for equitable adjustment may be asserted in writing within a reasonable time from the date a party becomes aware of a change to the Work by written notification. Failure to promptly assert a request for equitable adjustment, however, shall not constitute a waiver of any rights to seek any equitable adjustment with respect to such change.

12. CUSTOMER FINANCING; TREATMENT; TAXES. The parties acknowledge and agree that JCI is not making any representation or warranty to Customer with respect to matters not expressly addressed in this Agreement, including, but not limited to:

(a) Customer's ability to obtain or make payments on any financing associated with paying for the Improvement Measures, related services, or otherwise;
(b) Customer's proper legal, tax, accounting, or credit rating agency treatment relating to this Agreement; and
(c) the necessity of Customer to raise taxes or seek additional funding for any purpose.

Customer is solely responsible for its obligations and determinations with respect to the foregoing matters. In addition, the parties acknowledge and agree that Customer shall be responsible to comply, at its cost and expense, with all Laws that may be applicable to it relating to performance contracting, including, without limitation, any requirements relating to the procurement of goods and/or services and any legal, accounting, or engineering opinions or reviews required or obtained in connection with this Agreement.

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13. **INSURANCE.** JCI shall maintain insurance in amounts no less than those set forth below in full force and effect at all times until the Work has been completed, and shall provide a certificate evidencing such coverage promptly following Customer's request therefor.

COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation Insurance or self insurance, including Employer's Liability	Statutory
Commercial General Liability Insurance	$5,000,000 Per Occurrence $5,000,000 Aggregate
Comprehensive Automobile Liability Insurance	$5,000,000 Combined Single Limit

The above limits may be obtained through primary and excess policies, and may be subject to self-insured retentions.

Customer shall be responsible for obtaining builder's risk insurance coverage for the Improvement Measures and shall at all times be responsible for any loss or casualty to the Improvement Measures. Customer shall also maintain insurance coverage, of the types and in the amounts customary for the conduct of its business, throughout the term of this Agreement.

14. **INDEMNIFICATION.** To the fullest extent permitted by applicable Law, each party shall indemnify the other with respect to any third party claim alleging bodily injury, including death, or property damage to the extent such injury or damage is caused by the negligence or willful misconduct of the indemnifying party. A condition precedent to any obligation of a party to indemnify the other pursuant to this Section 14 shall be for the indemnified party to promptly advise the indemnifying party of the claim pursuant to the notice provision of this Agreement.

15. **LIMITATION OF LIABILITY.** NEITHER JCI NOR CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, REMOTE, PUNITIVE, EXEMPLARY, LOSS OF PROFITS OR REVENUE, LOSS OF USE, OR SIMILAR DAMAGES, REGARDLESS OF HOW CHARACTERIZED AND REGARDLESS OF A PARTY HAVING BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR RELIEF, ARISING IN ANY MANNER FROM THIS AGREEMENT, THE WORK, THE IMPROVEMENT MEASURES, THE PREMISES, THE M&V SERVICES, OR OTHERWISE. WITHOUT LIMITING JCI'S EXPRESS OBLIGATIONS UNDER THE ASSURED PERFORMANCE GUARANTEE, JCI'S LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PAYMENTS ACTUALLY RECEIVED BY JCI UNDER SCHEDULE 4. If this Agreement covers fire safety or security equipment, Customer understands that JCI is not an insurer regarding those services, and that JCI shall not be responsible for any damage or loss that may result from fire safety or security equipment that fails to prevent a casualty loss. The foregoing waivers and limitations are fundamental elements of the basis for this Agreement between JCI and Customer, and each party acknowledges that JCI would not be able to provide the work and services contemplated by this Agreement on an economic basis in the absence of such waivers and limitations, and would not have entered into this Agreement without such waivers and limitations.

16. **FORCE MAJEURE.** Neither party will be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence of that party. Such conditions (each, a "Force Majeure") include, but are not limited to: acts of God; acts of government agencies; strikes; labor disputes; fires; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; electrical power outages; interruptions or degradations in telecommunications, computer, or electronic communications systems; changes in Laws; or unavailability of parts, materials or supplies.

17. **JCI'S PROPERTY.** All materials furnished or used by JCI personnel and/or JCI subcontractors or agents at the installation site, including documentation, schematics, test equipment, software and associated media remain the exclusive property of JCI or such other third party. Customer agrees not to use such materials for any purpose at any time without the express authorization of JCI. Customer agrees to allow JCI personnel and/or

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JCI subcontractors or agents to retrieve and to remove all such materials remaining after installation or maintenance operations have been completed. Customer acknowledges that any software furnished in connection with the Work and/or M&V Services is proprietary and subject to the provisions of any software license agreement associated with such software.

18. **DISPUTES.** JCI and Customer will attempt to settle any controversy, dispute, difference, or claim between them concerning the performance, enforcement, or interpretation of this Agreement (collectively, "Dispute") through direct discussion in good faith, but if unsuccessful, will submit any Dispute to non-binding mediation in the nearest major metropolitan area of the state where the project is performed. If the parties are unable to agree on a mediator or a date for mediation, either party may request JAMS, Inc. to appoint a mediator and designate the time and procedure for mediation. Such mediator shall be knowledgeable, to each party's reasonable satisfaction, with respect to matters concerning construction law. Neither JCI nor Customer will file a lawsuit against the other until not less than sixty (60) days after the mediation referred to herein has occurred, unless one or both parties is genuinely and reasonably concerned that any applicable statue of limitations is on the verge of expiring. JCI AND CUSTOMER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL AS TO ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT, INCLUDING CONTRACT, TORT AND STATUTORY CLAIMS, AND EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS UNDER THIS AGREEMENT.

19. **GOVERNING LAW.** This Agreement and the construction and enforceability thereof shall be interpreted in accordance with the laws of the state where the Work is conducted.

20. **CONSENTS; APPROVALS; COOPERATION**. Whenever Customer's consent, approval, satisfaction or determination shall be required or permitted under this Agreement, and this Agreement does not expressly state that Customer may act in its sole discretion, such consent, approval, satisfaction or determination shall not be unreasonably withheld, qualified, conditioned or delayed, whether or not such a "reasonableness" standard is expressly stated in this Agreement. Whenever Customer's cooperation is required by JCI in order to carry out JCI's obligations hereunder, Customer agrees that it shall act in good faith and reasonably in so cooperating with JCI and/or JCI's designated representatives or assignees or subcontractors. Customer shall furnish decisions, information, and approvals required by this Agreement in a timely manner so as not to delay the performance of the Work or M&V Services.

21. **FURTHER ASSURANCES.** The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

22. **INDEPENDENT CONTRACTOR.** The relationship of the parties hereunder shall be that of independent contractors. Nothing in this Agreement shall be deemed to create a partnership, joint venture, fiduciary, or similar relationship between the parties.

23. **POWER AND AUTHORITY.** Each party represents and warrants to the other that (i) it has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder, (ii) all corporate, board, body politic, or other approvals necessary for its execution, delivery, and performance of this Agreement have been or will be obtained, and (iii) this Agreement constitutes its legal, valid, and binding obligation.

23. **SEVERABILITY.** In the event that any clause, provision, or portion of this Agreement or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or materially impair the benefits intended to inure to either party under this Agreement.

24. **COMPLETE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the parties relating to all issues involving the subject matter of this Agreement. No binding understandings, statements, promises or inducements contrary to this Agreement exist. This Agreement supersedes and cancels all previous agreements, negotiations, communications, commitments and understandings with respect to the subject matter hereof, whether made orally or in writing. Each of the parties

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to this Agreement expressly warrants and represents to the other that no promise or agreement which is not herein expressed has been made to the other, and that neither party is relying upon any statement or representation of the other that is not expressly set forth in this Agreement. Each party hereto is relying exclusively on the terms of this Agreement, its own judgment, and the advice of its own legal counsel and/or other advisors in entering into this Agreement. Customer acknowledges and agrees that any purchase order issued by Customer associated with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes. No purchase order shall be considered a counteroffer, amendment, modification, or other revision to the terms of this Agreement.

25. **HEADINGS.** The captions and titles in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement.

26. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the parties.

27. **NOTICES.** All notices or communications related to this Agreement shall be in writing and shall be deemed served if and when sent by facsimile or mailed by certified or registered mail: to Johnson Controls, Inc. at the address listed on the first page of this Agreement, ATTN: Regional Solutions Manager, with a copy to Johnson Controls, Inc., ATTN: General Counsel – Building Efficiency Americas, 507 East Michigan Street, Milwaukee, Wisconsin, 53202: and to Customer at the address listed on the first page of this Agreement.

28. **APPROPRIATION OF FUNDS**. The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirement of this Agreement by the Legislature (as such term is defined in Section 31-07-14 of the Mississippi statutes) or other budgeting authority. If the Legislature or other budgeting authority fails to appropriate sufficient monies to provide for the continuation of this Agreement, this Agreement shall terminate on the last day of the fiscal year for which appropriations were made. The termination shall be without penalty or expense to the Customer of any kind whatsoever, except as to the portion of payments for which funds were appropriated.

[INSERT CUSTOMER NAME]	**JOHNSON CONTROLS, INC.**
Signature:_____	Signature:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

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SCOPE OF WORK

[INSERT SCOPE OF WORK]

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ASSURED PERFORMANCE GUARANTEE

I. PROJECT BENEFITS

A. Certain Definitions. For purposes of this Agreement, the following terms have the meanings set forth below:

Annual Project Benefits are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

Annual Project Benefits Realized are the Project Benefits actually realized for any one year of the Guarantee Term.

Annual Project Benefits Shortfall is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

Annual Project Benefits Surplus is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

Baseline is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section IV below.

Guarantee Term will commence on the first day of the month next following the Substantial Completion date and will continue through the duration of the M&V Services, subject to earlier termination as provided in this Agreement.

Installation Period is the period beginning on JCI's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term.

Measured Project Benefits are the utility savings and cost avoidance calculated in accordance with the methodologies set forth in Section III below.

Non-Measured Project Benefits are identified in Section II below. The Non-Measured Project Benefits have been agreed to by Customer and will be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below. Customer and JCI agree that: (i) the Non-Measured Project Benefits may include, but are not limited to, future capital and operational costs avoided as a result of the Work and implementation of the Improvement Measures, (ii) achievement of the Non-Measured Project Benefits is outside of JCI's control, and (iii) Customer has evaluated sufficient information to conclude that the Non-Measured Project Benefits will occur and bears sole responsibility for ensuring that the Non-Measured Project Benefits will be realized. Accordingly, the Non-Measured Project Benefits shall not be measured or monitored by JCI at any time during the Guarantee Term, but rather shall be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below.

Project Benefits are the Measured Project Benefits plus the Non-Measured Project Benefits to be achieved for a particular period during the term of this Agreement.

Total Project Benefits are the projected Project Benefits to be achieved during the entire term of this Agreement.

B. Project Benefits Summary. Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve a total of $_____ in Non-Measured Project Benefits and JCI guarantees that Customer will achieve a total of $_____ in Measured Project Benefits during the term of this Agreement, for Total Project Benefits of $_____, as set forth in the Total Project Benefits table below.

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Total Project Benefits

Year	Utility Cost Avoidance*	Operations & Maintenance Cost Avoidance**	Future Capital Cost Avoidance**	Annual Project Benefits
1	$	$	$	$
2	$	$	$	$
3	$	$	$	$
4	$	$	$	$
5	$	$	$	$
6	$	$	$	$
7	$	$	$	$
8	$	$	$	$
9	$	$	$	$
10	$	$	$	$
11	$	$	$	$
12	$	$	$	$
13	$	$	$	$
14	$	$	$	$
15	$	$	$	$
16	$	$	$	$
17	$	$	$	$
18	$	$	$	$
19	$	$	$	$
20	$	$	$	$
Total	**$**	**$**	**$**	**$**

*Utility Cost Avoidance is a Measured Project Benefit. Utility Cost Avoidance figures in the table above are based on anticipated increases in unit energy costs as set forth in the table in Section IV below.

** Operations & Maintenance Cost Avoidance and Future Capital Cost Avoidance are Non-Measured Project Benefits. Operations & Maintenance Cost Avoidance and Future Capital Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of _____ (__%).

Within sixty (60) days of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved during the Installation Period plus any Non-Measured Project Benefits applicable to such period and advise Customer of same. Any Project Benefits achieved during the Installation Period may, at JCI's discretion, be allocated to the Annual Project Benefits for the first year of the Guarantee Term. Within sixty (60) days of each anniversary of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved for the applicable year plus any Non-Measured Project Benefits applicable to such period and advise Customer of same.

Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of its responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv)

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otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability hereunder.

C. Project Benefits Shortfalls or Surpluses.

(i) *Project Benefits Shortfalls*. If an Annual Project Benefits Shortfall occurs for any one year of the Guarantee Term, JCI shall, at its discretion and in any combination, (a) set off the amount of such shortfall against any unpaid balance Customer then owes to JCI, (b) where permitted by applicable law, increase the next year's amount of Annual Project Benefits by the amount of such shortfall, (c) pay to Customer the amount of such shortfall, or (d) subject to Customer's agreement, provide to Customer additional products or services, in the value of such shortfall, at no additional cost to Customer.*

(ii) *Project Benefits Surpluses*. If an Annual Project Benefits Surplus occurs for any one year of the Guarantee Term, JCI may, at its discretion and in any combination, (a) apply the amount of such surplus to set off any subsequent Annual Project Benefit Shortfall during the Guarantee Term, or (b) bill Customer for the amount of payments made pursuant to Section C(i)(c) above and/or the value of the products or services provided pursuant to clause C(i)(d) above, in an amount not to exceed the amount of such surplus.*

(iii) *Additional Improvements*. Where an Annual Project Benefits Shortfall has occurred, JCI may, subject to Customer's approval (which approval shall not be unreasonably withheld, conditioned, or delayed), implement additional Improvement Measures, at no cost to Customer, which may generate additional Project Benefits in future years of the Guarantee Term.

*In the event JCI is providing an Assured Performance Guarantee under Schedule 2 and Schedule 2A, Annual Project Benefits Shortfalls and Annual Project Benefits Surpluses under each such Schedule shall be reconciled against one another.

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II. NON-MEASURED PROJECT BENEFITS

[Insert detailed description of the sources of and bases for O&M and future capital cost avoidance. .]

Customer has furnished the foregoing information to JCI, which information forms the basis of the Non-Measured Project Benefits. Customer agrees that the Non-Measured Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits.

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III. MEASUREMENT AND VERIFICATION METHODOLOGIES

The following is a brief overview of the measurement and verification methodologies applicable to the Improvement Measures set forth below. JCI shall apply these methodologies, as more fully detailed in the guidelines and standards of the International Measurement and Verification Protocol (IPMVP) and/or the Federal Energy Management Program (FEMP), in connection with the provision of M&V Services hereunder.

Option A
Partially Measured Retrofit Isolation

Measured Project Benefits are determined by partial field measurement of the energy use of the system(s) to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Measurements will be short-term with only one-time measurements before and after the Installation Period.

Partial measurement means that some but not all parameters will be measured. Careful review of the design and installation of Improvement Measures is intended to demonstrate that the stipulated values fairly represent the probable actual values. Agreed-upon values will be shown in the measurement and verification plan, along with analysis of the significance of the error they may introduce. Engineering calculations using short-term pre and post-retrofit measurements and stipulations are used to calculate Measured Project Benefits for the duration of the Guarantee Term.

Measured Project Benefits from the following Improvement Measures will be calculated using Option A:

[Insert Relevant Improvement Measures]

Option B
Retrofit Isolation

Measured Project Benefits are determined by field measurement of the energy use of the systems to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Short-term, long-term or continuous measurements are taken throughout the pre and post-retrofit periods. Engineering calculations using short term, long-term or continuous pre and post-retrofit measurements are used to calculate the Measured Project Benefits for the duration of the Guarantee Term.

Measured Project Benefits from the following Improvement Measures will be calculated using Option B:

[Insert Relevant Improvement Measures]

Option C
Whole Facility

Option C involves use of utility meters or whole building sub-meters to assess the energy performance of a total building. Option C assesses the impact of any type of Improvement Measure, but not individually if more than one is applied to an energy meter. This option determines the collective Measured Project Benefits of all Improvement Measures applied to the part of the facility monitored by the energy meter. Also, since whole building meters are used, Measured Project Benefits reported under Option C include the impact of any other change made in facility energy use (positive or negative).

Measured Project Benefits from the following Improvement Measures will be calculated using Option C:

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[Insert Relevant Improvement Measures]

Option D
Calibrated Simulation

Option D involves the use of computer simulation software to predict energy use. Such simulation model must be "calibrated" so that it predicts an energy use and demand pattern that reasonably matches actual utility consumption and demand data from either the base-year or a post-retrofit year.

Option D may be used to assess the performance of all Improvement Measures in a facility, akin to Option C. However, different from Option C, multiple runs of the simulation tool in Option D allow estimates of the Measured Project Benefits attributable to each Improvement Measure within a multiple Improvement Measure project.

Option D may also be used to assess just the performance of individual systems within a facility, akin to Options A and B. In this case, the system's energy use must be isolated from that of the rest of the facility by appropriate meters.

Measured Project Benefits from the following Improvement Measures will be calculated using Option D:

[Insert Relevant Improvement Measures]

CHANGES IN USE OR CONDITION; ADJUSTMENT TO BASELINE AND/OR ANNUAL PROJECT BENEFITS

Customer agrees to notify JCI, within fourteen (14) days, of (i) any actual or intended change, whether before or during the Guarantee Term, in the use of any facility, equipment, or Improvement Measure to which this Schedule applies; (ii) any proposed or actual expansions or additions to the premises or any building or facility at the premises; (iii) a change to utility services to all or any portion of the premises; or (iv) any other change or condition arising before or during the Guarantee Term that reasonably could be expected to change the amount of Project Benefits realized under this Agreement.

Such a change, expansion, addition, or condition would include, but is not limited to: (a) changes in the primary use of any facility, Improvement Measure, or portion of the premises; (b) changes to the hours of operation of any facility, Improvement Measure, or portion of the premises; (c) changes or modifications to the Improvement Measures or any related equipment; (d) changes to the M&V Services provided under this Agreement; (e) failure of any portion of the premises to meet building codes; (f) changes in utility suppliers, utility rates, method of utility billing, or method of utility purchasing; (g) insufficient or improper maintenance or unsound usage of the Improvement Measures or any related equipment at any facility or portion of the premises (other than by JCI); (h) changes to the Improvement Measures or any related equipment or to any facility or portion of the premises required by building codes or any governmental or quasi-governmental entity; or (i) additions or deletions of Improvement Measures or any related equipment at any facility or portion of the premises.

Such a change or condition need not be identified in the Baseline in order to permit JCI to make an adjustment to the Baseline and/or the Annual Project Benefits. If JCI does not receive the notice within the time period specified above or travels to either Customer's location or the project site to determine the nature and scope of such changes, Customer agrees to pay JCI, in addition to any other amounts due under this Agreement, the applicable hourly consulting rate for the time it took to determine the changes and to make any adjustments and/or corrections to the project as a result of the changes, plus all reasonable and documented out-of pocket expenses,

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including travel costs. Upon receipt of such notice, or if JCI independently learns of any such change or condition, JCI shall calculate and send to Customer a notice of adjustment to the Baseline and/or Annual Project Benefits to reflect the impact of such change or condition, and the adjustment shall become effective as of the date the change or condition first arose. Should Customer fail to promptly provide JCI with notice of any such change or condition, JCI may make reasonable estimates as to the impact of such change or condition and as to the date on which such change or condition first arose in calculating the impact of such change or condition, and such estimates shall be conclusive.

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IV. BASELINE CALCULATIONS AND UTILITY RATES

The unit utility costs for the Baseline period are set forth below as "Base Utility Cost" and shall be used for all calculations made under this Schedule. The Base Utility Cost shall be escalated annually by the actual utility cost escalation but such escalation shall be no less than the mutually agreed "floor" escalation rate of _____ percent (__%). The Base Utility Cost for each type of utility represents the 12 month average utility costs from _____ through _____.

Utility Type	Base Utility Cost
Electric Energy	
Electric Demand	
Natural Gas	
Water	
Sewer	
Steam	
Other	

[Insert Utility Rate Schedule, if Applicable]

[Insert Baseline Calculations]

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V. PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT

Pre-Retrofit Facility/Area

	Lighting		HVAC	
	Time On	Time Off	Time On	Time Off
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				
Holidays				

Occupied Room Temperature During Heating Season: _____to _____ degrees F
Unoccupied Low Temperature Limit During Heating Season: _____ degrees F
Heating season is _____ to _____
Occupied Room Temperature During Cooling Season: _____ to _____degrees F
Unoccupied High Temperature Limit During Cooling Season: _____ degrees F
Cooling season is _____ to _____

Post-Retrofit Facility/Area

	Lighting		HVAC	
	Time On	Time Off	Time On	Time Off
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				
Holidays				

Occupied Room Temperature During Heating Season: _____ to _____ degrees F
Unoccupied Low Temperature Limit During Heating Season: _____ degrees F
Heating season is _____ to _____
Occupied Room Temperature During Cooling Season: _____ to _____ degrees F
Unoccupied High Temperature Limit During Cooling Season: _____ degrees F
Cooling season is _____ to _____

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VI. MEASUREMENT & VERIFICATION SERVICES

JCI will provide the M&V Services set forth below in connection with the Assured Performance Guarantee.

1. During the Installation Period, a JCI Performance Assurance Specialist will track Measured Project Benefits. JCI will report the Measured Project Benefits achieved during the Installation Period, as well as any Non-Measured Project Benefits applicable to the Installation Period, to Customer within 60 days of the commencement of the Guarantee Term.

2. Within 60 days of each anniversary of the commencement of the Guarantee Term, JCI will provide Customer with an annual report containing:

    A. an executive overview of the project's performance and Project Benefits achieved to date;

    B. a summary analysis of the Measured Project Benefits accounting; and

    C. depending on the M&V Option, a detailed analysis of the Measured Project Benefits calculations.

3. During the Guarantee Term, a JCI Performance Assurance Specialist will monitor the on-going performance of the Improvement Measures, as specified in this Agreement, to determine whether anticipated Measured Project Benefits are being achieved. In this regard, the Performance Assurance Specialist will periodically assist Customer, on-site or remotely, with respect to the following activities:

    A. review of information furnished by Customer from the facility management system to confirm that control strategies are in place and functioning;

    B. advise Customer's designated personnel of any performance deficiencies based on such information;

    C. coordinate with Customer's designated personnel to address any performance deficiencies that affect the realization of Measured Project Benefits; and

    D. inform Customer of opportunities to further enhance project performance and of opportunities for the implementation of additional Improvement Measures.

4. For specified Improvement Measures utilizing an "Option A" M&V protocol, JCI will:

    A. conduct pre and post installation measurements required under this Agreement;

    B. confirm the building management system employs the control strategies and set points specified in this Agreement; and

    C. analyze actual as-built information and adjust the Baseline and/or Measured Project Benefits to conform to actual installation conditions (e.g., final lighting and water benefits calculations will be determined from the as-built information to reflect the actual mix of retrofits encountered during installation).

5. For specified Improvement Measures utilizing an "Option B" M&V protocol, JCI will:

    A. confirm that the appropriate metering and data points required to track the variables associated with the applicable Improvement Measures' benefits calculation formulas are established; and

    B. set up appropriate data capture systems (e.g., trend and totalization data on the facility management system) necessary to track and report Measured Project Benefits for the applicable Improvement Measure.

6. [Insert additional M&V Services to the extent applicable to a specific project]

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ASSURED PERFORMANCE GUARANTEE – UTILITY METERS

I. PROJECT BENEFITS

A. Certain Definitions. For purposes of this Agreement, the following terms have the meanings set forth below:

Annual Project Benefits are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

Annual Project Benefits Realized are the Project Benefits actually realized for any one year of the Guarantee Term.

Annual Project Benefits Shortfall is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

Annual Project Benefits Surplus is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

Baseline is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section IV below.

Guarantee Term will commence on the first day of the month next following the Substantial Completion date and will continue through the duration of the M&V Services, subject to earlier termination as provided in this Agreement.

Installation Period is the period beginning on JCI's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term.

Measured Project Benefits are the increased meter accuracy benefits calculated in accordance with the methodologies set forth in Section III below.

Non-Measured Project Benefits are identified in Section II below. The Non-Measured Project Benefits have been agreed to by Customer and will be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below. Customer and JCI agree that: (i) the Non-Measured Project Benefits may include, but are not limited to, future capital and operational costs avoided as a result of the Work and implementation of the Improvement Measures, (ii) achievement of the Non-Measured Project Benefits is outside of JCI's control, and (iii) Customer has evaluated sufficient information to conclude that the Non-Measured Project Benefits will occur and bears sole responsibility for ensuring that the Non-Measured Project Benefits will be realized. Accordingly, the Non-Measured Project Benefits shall not be measured or monitored by JCI at any time during the Guarantee Term, but rather shall be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below.

Project Benefits are the Measured Project Benefits plus the Non-Measured Project Benefits to be achieved for a particular period during the term of this Agreement.

Total Project Benefits are the projected Project Benefits to be achieved during the entire term of this Agreement.

B. Project Benefits Summary. Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve a total of $_____ in Non-Measured Project Benefits and JCI guarantees that Customer will achieve a total of $_____ in Measured Project Benefits during the term of this Agreement, for Total Project Benefits of $_____, as set forth in the Total Project Benefits table below.

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Total Project Benefits

Year	Increased Meter Accuracy Benefit*	Operations & Maintenance Cost Avoidance**	Future Capital Cost Avoidance**	Annual Project Benefits
1	$	$	$	$
2	$	$	$	$
3	$	$	$	$
4	$	$	$	$
5	$	$	$	$
6	$	$	$	$
7	$	$	$	$
8	$	$	$	$
9	$	$	$	$
10	$	$	$	$
11	$	$	$	$
12	$	$	$	$
13	$	$	$	$
14	$	$	$	$
15	$	$	$	$
16	$	$	$	$
17	$	$	$	$
18	$	$	$	$
19	$	$	$	$
20	$	$	$	$
Total	**$**	**$**	**$**	**$**

*Increased Meter Accuracy Benefit is a Measured Project Benefit.
**Operations & Maintenance Cost Avoidance and Future Capital Cost Avoidance are Non-Measured Project Benefits. Operations & Maintenance Cost Avoidance and Future Capital Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of _____ (__%).

Within sixty (60) days of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved during the Installation Period plus any Non-Measured Project Benefits applicable to such period and advise Customer of same. Any Project Benefits achieved during the Installation Period may, at JCI's discretion, be allocated to the Annual Project Benefits for the first year of the Guarantee Term. Within sixty (60) days of each anniversary of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved for the applicable year plus any Non-Measured Project Benefits applicable to such period and advise Customer of same.

Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of its responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv)

Johnson Controls, Inc. Initials: _____ *Customer Initials: _____*

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otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability hereunder.

C. Project Benefits Shortfalls or Surpluses.

(i) *Project Benefits Shortfalls*. If an Annual Project Benefits Shortfall occurs for any one year of the Guarantee Term, JCI shall, at its discretion and in any combination, (a) set off the amount of such shortfall against any unpaid balance Customer then owes to JCI, (b) where permitted by applicable law, increase the next year's amount of Annual Project Benefits by the amount of such shortfall, (c) pay to Customer the amount of such shortfall, or (d) subject to Customer's agreement, provide to Customer additional products or services, in the value of such shortfall, at no additional cost to Customer.*

(ii) *Project Benefits Surpluses*. If an Annual Project Benefits Surplus occurs for any one year of the Guarantee Term, JCI may, at its discretion and in any combination, (a) apply the amount of such surplus to set off any subsequent Annual Project Benefit Shortfall during the Guarantee Term, or (b) bill Customer for the amount of payments made pursuant to Section C(i)(c) above and/or the value of the products or services provided pursuant to clause C(i)(d) above, in an amount not to exceed the amount of such surplus.*

(iii) *Additional Improvements*. Where an Annual Project Benefits Shortfall has occurred, JCI may, subject to Customer's approval (which approval shall not be unreasonably withheld, conditioned, or delayed), implement additional Improvement Measures, at no cost to Customer, which may generate additional Project Benefits in future years of the Guarantee Term.

*In the event JCI is providing an Assured Performance Guarantee under Schedule 2 and Schedule 2A, Annual Project Benefits Shortfalls and Annual Project Benefits Surpluses under each such Schedule shall be reconciled against one another.

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II. NON-MEASURED PROJECT BENEFITS

[Insert detailed description of the sources of and bases for O&M and future capital cost avoidance.]

Customer has furnished the foregoing information to JCI, which information forms the basis of the Non-Measured Project Benefits. Customer agrees that the Non-Measured Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits.

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III. MEASUREMENT AND VERIFICATION METHODOLOGY

Based upon JCI's and Customer's investigation of the existing condition of certain of Customer's water meters, Customer has concluded that a significant percentage of such meters do not accurately measure billable consumption, and Customer is losing potential billable consumption revenue due to this inaccuracy. By replacing inaccurate meters with more accurate meters, it is expected that Customer will increase the volume of water registered by such meters and thereby increase measured billable consumption, assuming the same consumption levels prior to and after the Work has been performed. By applying accuracy increases to the Baseline water billing amounts supplied to JCI by Customer and set forth in Section IV below, it is expected that the impact of billing for the additional billable consumption would have resulted in increased billable consumption revenue of $_____ in the first year of the Guarantee Term as compared to the Baseline year. Customer recognizes, however, that actual revenues may differ from billable revenues and that the amount of actual revenues achieved in future periods will depend on other factors besides improved meter accuracy, such as, by way of example, collections ratio, consumption, and water utility rates, among others.

The pre-retrofit weighted average accuracy of meter sizes smaller than 3" has been calculated by testing a representative sample of the meter population as set forth in Schedule 1 (Scope of Work). The pre-retrofit accuracy of meter sizes 3" and larger has been calculated by testing the accuracy of the meter population set forth in Schedule 1 (Scope of Work). Weighted average accuracy is based on the American Water Works Association (AWWA) guidelines as set forth in the Manual of Water Supply Practices - M6, Fourth Edition, Water Meters - Selection, Installation, Testing and Maintenance. ©1999 American Water Works Association, ISBN 1-58321-017-2, as may be updated or revised from time to time by AWWA. The post-retrofit accuracy of new meters will be tested using the same AWWA guidelines.

JCI's guarantee relating to meters is limited solely to the accuracy of the meters, operating under normal conditions, which have been replaced pursuant to this Agreement and are set forth in the table of meter sizes and quantities in Section V below. No guarantee, express or implied, is provided with respect to any other matters, including, without limitation, the following items (and the effects thereof):

- ***water system revenue***
- ***water usage/consumption trends***
- ***water rationing programs***
- ***demographic and/or population shifts***
- ***changes in the industrial or commercial base***
- ***regulatory changes***
- ***droughts, floods, rainfall, or other weather or climactic conditions***
- ***water system pressure variations***
- ***non-metered water usage***
- ***failure to collect amounts due for billable consumption***
- ***changes in monthly base charges, monthly allowable minimum base consumption, or monthly volume charges***
- ***changes to water and sewer rate schedules***
- ***water quality***
- ***failure of the water system to meet governmental requirements***
- ***improper maintenance or unsound usage of the Improvement Measures or any related equipment***
- ***performance of automatic meter reading equipment***

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IV. BASELINE CALCULATIONS & POST-RETROFIT INCREASED METER ACCURACY BENEFIT

Annual Water Consumption, Revenue, and Related Data from _____ to _____

# of Accounts	Size	Rate Code	Total Revenue	Base Rate	Billable Above Base	Baseline	Potential Funding at ___ % Accuracy	Potential Benefit

The unit utility costs for the Baseline period are set forth below as "Utility Rates" and shall be used for all calculations made under this Schedule. The Utility Rates shall be escalated annually by the actual utility rate escalation but such escalation shall be no less than the mutually agreed "floor" escalation rate of _____ percent (__%).

[Insert Water and Sewer Rate Schedule]

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V. MEASUREMENT & VERIFICATION SERVICES

JCI will provide the M&V Services set forth below in connection with the Assured Performance Guarantee.

1. During the Installation Period, a JCI Performance Assurance Specialist will track Measured Project Benefits. JCI will report the Measured Project Benefits achieved during the Installation Period, as well as any Non-Measured Project Benefits applicable to the Installation Period, to Customer within 60 days of the commencement of the Guarantee Term.

2. Within 60 days of each anniversary of the commencement of the Guarantee Term, a JCI Performance Assurance Specialist will undertake the following testing activities to verify the accuracy of the meters set forth in the table below:

    A. clean meter location/setting;
    B. visually inspect location/setting for indications of water leakage;
    C. replace meters with new or refurbished meters that have been tested in accordance with AWWA standards;
    D. send removed meters to factory-approved testing facility for accuracy bench test;
    E. rebuild and clean removed meters and store for following year; and
    F. replace any damaged and/or inaccurate meters in the test set if damage and/or inaccuracy were caused by normal wear and tear (Customer shall be responsible to replace any damaged and/or inaccurate meters not in the test set, as set forth in Schedule 3 below, as well as those in the test set to the extent damage and/or inaccuracy is caused by factors other than normal wear and tear).

Meter Size	# of Meters to be Tested
0.625”	
0.625” x 0.75”	
0.75”	
1”	
1.5”	
2”	
3”	
4”	
6”	
8”	
10”	
12”	

With respect to meters smaller than 3”, the average (central tendency) and variance (spread) will be calculated to estimate the population characteristics. Additional samples may be required if the variability in the sample test shows that the sample size is not sufficient to draw valid conclusions about the population. A complete retest will be conducted if the sample average is lower than the required weighted average accuracy. If these two samples are significantly different, another retest will be conducted.

3. Within 60 days of each anniversary of the commencement of the Guarantee Term, JCI will provide Customer with an annual report containing:

    A. an executive overview of the project’s performance and Project Benefits achieved to date;
    B. a summary analysis of the Measured Project Benefits accounting; and

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C. a detailed analysis of the Measured Project Benefits calculations.

☐ WATER METER PERFORMANCE CONSULTING SERVICES

For the additional fee set forth in Schedule 4, JCI will provide the performance consulting services set forth below.*

1. Site visits as necessary to review status and operation of Improvement Measures.

2. Monthly review of the water pumped and billable water and sewer usage with performance period comparison to that of target values derived from Baseline year performance. Based upon trending results, a billable consumption evaluation and recommended corrective actions plan will be provided as required. Customer will be responsible for implementing any corrective actions.

3. Monthly evaluations of the billed data to assess the metering system and recommend a benefit optimization strategy to maximize value. The report will include:

   A. accounts that failed to register any consumption;

   B. accounts with minimal consumption as compared to past periods;

   C. accounts with abnormally high consumption as compared to past periods;

   D. accounts whose registered consumption is approaching the manufacturer's warranted usage limits;

   E. a review of the billed consumption and revenue of up to one hundred (100) accounts that have historically generated the highest billable consumption for Customer; and

   F. verification that the water and sewer rate structures are being applied correctly.

*In order for JCI to provide the consulting services, Customer must have a billing system that is capable of providing billing data extracts to JCI with all billing information in a file format that will permit performance analysis of the water system. Such billing information must be suitable for use in a Microsoft Access database and be available on a monthly basis in an ASCII Comma or Tab delimited format with the first line of the file being a header line to denote the data in each column. Monthly information with respect to each account includes the following:

• Account Number • Account Sequence – (if applicable) • Meter Sequence – (if applicable) • Cycle Code – (if applicable) • Route Code – (if applicable) • Sequence – (if applicable) • Customer Name • Customer Address • Rate Code – Water, Sewer, Irrigation (please provide one line of data per rate code)	• Account Status • Serial Number • Meter Size • Meter Manufacturer • Meter Location Information • Billing Date • Current odometer reading • Usage / consumption • Bill Amount (for each rate code item)

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CUSTOMER RESPONSIBILITIES

In order for JCI to perform its obligations under this Agreement with respect to the Work, the Assured Performance Guarantee, and the M&V Services, Customer shall be responsible for:

1. Providing JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work and/or M&V Services;

2. Providing for shut down and scheduling of affected locations during installation, including timely shutdowns of chilled water and hot water systems as needed to accomplish the Work and/or M&V Services;

3. Providing timely reviews and approvals of design submissions, proposed change orders, and other project documents;

4. Providing the following information with respect to the project and project site as soon as practicable following JCI's request:

    a. surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
    b. geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the project site;
    c. temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the project and enable JCI to perform the Work;
    d. a legal description of the project site;
    e. as-built and record drawings of any existing structures at the project site; and
    f. environmental studies, reports and impact statement describing the environmental conditions, including hazardous conditions or materials, in existence at the project site.

5. Securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable JCI to perform the Work;

6. Providing assistance to JCI in obtaining any permits, approvals, and licenses that are JCI's responsibility to obtain as set forth in Schedule 1;

7. Obtaining any permits, approvals, and licenses that are necessary for the performance of the Work and are not JCI's responsibility to obtain as set forth in Schedule 1;

8. Properly maintaining, and performing appropriate preventative maintenance on, all equipment and building systems affecting the Assured Performance Guarantee in accordance with manufacturers' standards and specifications;

9. Providing the utility bills, reports, and similar information reasonably necessary for administering JCI's obligations under the Assured Performance Guarantee within five (5) days of Customer receipt and/or generation or JCI's request therefor;

10. Providing all records relating to energy and/or water usage and related maintenance of the premises and relevant equipment requested by JCI;

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11. Providing and installing utility sub-meters on all new construction and/or additions built during the Guarantee Term as recommended by JCI or, alternatively, paying JCI's applicable fees for calculating necessary adjustments to the Assured Performance Guarantee as a result of the new construction;

12. Providing and maintaining a dedicated telephone line and/or TCP/IP remote connection to facilitate remote monitoring of relevant equipment;

13. Promptly notifying JCI of any change in use or condition described in Section III of Schedule 2 or any other matter that may impact the Assured Performance Guarantee;

14. Taking all actions reasonably necessary to achieve the Non-Measured Project Benefits;

15. [INSERT ANY OTHER CUSTOMER RESPONSIBILITIES APPLICABLE TO PROJECT]

In addition to the foregoing, Customer is responsible for the items set forth below in connection with utility meter projects:

1. Isolating the utility system to allow for meter/valve change out, including identification of all shut-off valves;

2. Scheduling shutdowns, downtimes, and relocation of new commercial vaults;

3. Traffic safety during installation;

4. Ongoing care and maintenance of the utility system, including all meters, AMR equipment and systems, meter boxes, and meter vaults at or above manufacturers' specifications and recommendations;

5. [INSERT ANY OTHER CUSTOMER RESPONSIBILITIES APPLICABLE TO PROJECT]

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PRICE AND PAYMENT TERMS

Customer shall make payments to JCI pursuant to this Schedule 4.

1. *Work*. The price to be paid by Customer for the Work shall be $. Payments (including payment for materials delivered to JCI and work performed on and off-site) shall be made to JCI as follows:

   First payment due: [amount and date]
   Second payment due: [amount and date]
   Third payment due: [amount and date]
   Final payment due: [amount and date]

2. *M&V Services*. The total price for JCI's M&V Services, as detailed on Schedule 2 and/or Schedule 2A of this Agreement, is $. This amount will be paid to JCI in monthly/quarterly/annual installments of $. These payments will be due and payable when Customer receives JCI's invoice and in advance of the services JCI is to provide, and shall be made throughout the Guarantee Term.

   Monthly/Quarterly/Annual amount due: $

   Due Date:

   First payment due:

3. *Preventative Maintenance Services Agreement*. See Attachment 4 (Preventative Maintenance Services Agreement).

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Attachment 1

NOTICE TO PROCEED

Johnson Controls, Inc.
[Insert JCI Address]
ATTN: [Insert JCI Contact]

Re: Notice to Proceed for [Insert Project Name]

Dear [Insert JCI Contact]:

This Notice to Proceed is being issued by [Insert Customer Name] ("Customer") to Johnson Controls, Inc. ("JCI") pursuant to that certain Performance Contract entered into between Customer and JCI for the purpose of notifying JCI to commence work under such contract.

In the event that this Notice to Proceed is delivered by Customer prior to the execution of the Performance Contract by Customer and JCI, Customer understands and expects JCI will incur significant costs and expenses in complying with this Notice to Proceed. In the event the Performance Contract is not executed by the parties, for any reason, Customer agrees to pay JCI for its costs and fees incurred in complying with this Notice to Proceed on a time and material basis. Customer also agrees JCI shall be entitled to a reasonable markup thereon for profit and overhead. Customer agrees to pay amounts billed by JCI no later than five (5) days after Customer receives JCI's payment application. JCI will continue to submit payment applications to Customer until the Performance Contract is executed. Once the Performance Contract is executed, JCI will begin submitting its payment applications to Customer in accordance with the terms and conditions set forth therein. Any amounts already paid by Customer will be credited towards the Performance Contract price.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

[INSERT CUSTOMER NAME]

Signature:_____

Printed Name:_____

Title:_____

Date:_____

ACKNOWLEDGED & AGREED TO:

JOHNSON CONTROLS, INC.

Signature:_____

Printed Name:_____

Title:_____

Date:_____

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Attachment 2

CHANGE ORDER

Performance Contract dated , 20 between Johnson Controls, Inc. and Customer	Change Order No.		Date (mo/day/yr)
Customer [Insert Customer Name]			

The above referenced Performance Contract is hereby modified to the extent described below in accordance with the Terms and Conditions of the CHANGE ORDERS section thereof.

Scope of Work changed as follows:

Total amount of this Change Order	$
Total Performance Contract amount as revised by this Change Order	$
The time for completion is: ☐ increased, ☐ decreased, ☐ unchanged. The new completion date resulting from this Change Order is:	(mo, day, yr)

[check if applicable] Assured Performance Guarantee changed as follows:

Unless specifically changed by this Change Order, all terms, conditions and provisions of the above referenced Performance Contract remain unchanged and in full effect.

JOHNSON CONTROLS, INC.	**CUSTOMER**
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:

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Attachment 3

CERTIFICATE OF SUBSTANTIAL COMPLETION

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
[Insert JCI Address]

[Insert Customer Name] ("Customer")
[Insert Customer Address]

PROJECT: [Insert Project Name]; Performance Contract dated _____ __, 20__ between JCI and Customer

By executing this Certificate of Substantial Completion, Customer acknowledges the following:

a. The work set forth in the Performance Contract is substantially complete.

b. Customer has received the manuals, warranty information, and training required under the Performance Contract.

c. The following punch list items must be completed by JCI (check as applicable):

☐ punch list attached
☐ punch list complete

d. Upon completion of the punch list items, or if such punch list items are complete, JCI and Customer shall sign the Certificate of Final Completion attached hereto.

Dated _____, 20____.

CUSTOMER:	**JOHNSON CONTROLS, INC.**
Signature:_____	Signature:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____

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Attachment 3

CERTIFICATE OF FINAL COMPLETION

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
[Insert JCI Address]

[Insert Customer Name] ("Customer")
[Insert Customer Address]

PROJECT: [Insert Project Name]; Performance Contract dated _____ __, 20__ between JCI and Customer

By executing this Certificate of Final Completion, Customer acknowledges the following:

a. The work set forth in the Performance Contract has been reviewed and determined by Customer to be fully complete.

b. Customer accepts the work as complete and hereby releases JCI's obligations under any performance and payment bonds posted for the project as of the date set forth below.

Dated _____, 20____.

CUSTOMER:

Signature:_____

Printed Name:_____

Title:_____

JOHNSON CONTROLS, INC.

Signature:_____

Printed Name:_____

Title:_____

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PREVENTATIVE MAINTENANCE SERVICES AGREEMENT

Johnson Controls YORK *Factory Direct Service* METASYS

Service Agreement

[Click **here** and type Customer name] ("Customer")

[Click **here** and type Customer Address]

[Click **here** and type Customer City, State Zip]

Proposal Date [Click **here** and type Date of Proposal]

Agreement # [Click **here** and type Agreement Number]

Agreement Rev [Click **here** and type Agreement Rev Number]

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term/Automatic Renewal

This Agreement takes effect on [Click **here** and type effective date] and will continue until [Click **here** and type End Date] ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least forty-five (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

Price and Payment Terms

The total Contract Price for JCI's Services during the Original Term is $[Click **here** and type Annual Contract Amount] annually. This amount will be paid to JCI in [Click **here** and type Number of Installments] installments of $[Click **here** and type Installment Amount]. These payments will be due and payable within fifteen (15) days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS, INC.

By	**By**
Signature	**Signature**
Title **Date**	**Title** **Date**
JCI Branch Manager **Date**	

(proposal not valid until signed by JCI Branch manager)

JCI Branch _____ **Branch Phone** _____ **Customer PO#** _____

Address _____

City, State, Zip _____

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Schedule A

Equipment List (Selected Equipment to be Serviced)

Covered Equipment at Site: [Click **here** and type Site Name]

Customer Tag	Equipment	Size	Coverage Level	Extended Coverage	# of Oper	# of Comp

Schedule A (continued)

Supplemental Price and Payment Terms (Applies to Multi-Year Contracts Only)

	Total Annual Dollar Amount	Payment Frequency
Year 2	[Click **here** and type Annual Dollar Amount]	[Click **here** and type Payment Frequency]
Year 3	[Click **here** and type Annual Dollar Amount]	[Click **here** and type Payment Frequency]
Year 4	[Click **here** and type Annual Dollar Amount]	[Click **here** and type Payment Frequency]
Year 5	[Click **here** and type Annual Dollar Amount]	[Click **here** and type Payment Frequency]

Special Additions and Exceptions

□ Training [Click **here** and type description from Telo]

□ Measurement and Verification [Click **here** and type description from Telo]

□ Energy Optimization [Click **here** and type description from Telo]

□ Remote Equipment/Operations Monitoring [Click **here** and type description from Telo]

□ [Click **here** and type any Additional Information]

Terms and Conditions

DEFINITIONS

COVERED EQUIPMENT is the equipment for which Services are to be provided under this Agreement as set forth in the attached Equipment List.
EQUIPMENT FAILURE means the sudden and accidental failure of moving parts or electric or electronic components that are part of the Covered Equipment and are necessary for its operation.
SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.
SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, such as grease, lubricants and sprays, depending on the Covered Equipment.
REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.
REPAIR MATERIALS are the parts necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts. At JCI's option, Repair Materials may be new, used, or reconditioned.

SERVICE COVERAGE OPTIONS

BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials if elsewhere noted in this Agreement, for Covered Equipment. No parts or equipment are provided for under BASIC COVERAGE.
PREMIUM COVERAGE means BASIC COVERAGE as well as Repair Labor, plus Repair Material if elsewhere noted in this Agreement for Covered Equipment.
EXTENDED SERVICE means service for repairs performed outside JCI's normal business hours (available either 24/5 or 24/7) and is available only if Customer has PREMIUM COVERAGE, as more fully described in Schedule A. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

If Services are performed, or materials, parts or equipment provided, beyond the scope or time period of those covered by the Service Coverage option selected by Customer, Customer agrees to pay JCI's standard fee for all additional Services, materials, parts and equipment.

A. INITIAL EQUIPMENT INSPECTION NECESSARY FOR PREMIUM COVERAGE

If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within 45 days of the date of this Agreement or as seasonal or operational conditions permit. JCI will advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With the Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working

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condition. This work will be done at JCI's standard fee for parts and labor in effect at that time. If the Customer does not want JCI to do the work identified by JCI, or if Customer does not have the work done, the equipment will be removed from the list of Covered Equipment and the price of this Agreement will be adjusted accordingly. This inspection does not affect Customer's warranty. Should Customer not make recommended repairs, JCI reserves the right to invoice Customer for the cost of the inspection.

B. STANDARD OF CARE AND WARRANTIES

Customer understands JCI is a provider of services under this Agreement and shall not be considered a merchant or a vendor of goods. JCI warrants its Services will be provided in a good and workmanlike manner. Any Services not performed in a good and workmanlike manner will be re-performed by JCI provided Customer notifies JCI as soon as possible, which shall be no later than one calendar year from the date the Services were performed. Customer acknowledges that re-performance, as provided herein, shall be its exclusive and only remedy with regards to any Services provided by JCI.

If a part is installed as part of JCI's Services, JCI warrants the installed part will be free from defects in workmanship and material until the end of the Term or for one (1) year from the date on which JCI installs the part, whichever is earlier. If the part is covered under a manufacturer's warranty for a term less than one (1) year, JCI's warranty to the Customer as to such part shall be limited to the term of the manufacturer's warranty. In order to assert a warranty claim, Customer must provide prompt written notice to JCI of its claim during the applicable warranty period. Any claim based upon this warranty must be brought within one (1) year of the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitation. JCI's sole obligation under this warranty shall be to repair or replace the defective part without charge to Customer during such warranty period. **If JCI installs or furnishes equipment under this Agreement, and the equipment is covered by a warranty from the manufacturer, JCI will, to the extent transferable, transfer the benefits of such manufacturer's warranty to Customer. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, ALL OTHER EQUIPMENT, MATERIALS, PARTS AND OTHER ITEMS PROVIDED BY JCI ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.**

CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE THE SOLE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER FURTHER ACKNOWLEDGES THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY JCI, ITS AGENTS OR EMPLOYEES, SHALL CREATE A WARRANTY IN ANY WAY WHATSOEVER

C. EXCLUSIONS

JCI's Services and Warranty obligations do not include:

1) supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as refrigerant, ribbons, bulbs, and paper;
2) failures beyond JCI's reasonable control, including (i) acts of God, (ii) abuse or misuse of equipment, (iii) alterations, adjustments, attachments, combinations, modifications, or repairs to equipment not performed or provided by JCI, (iv) items caused by or related to equipment not covered by this Agreement, (v) operator error, (vi) failure to comply with Customer's obligations contained in this Agreement, (vii) use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer (including improper water treatment), and (viii) site-related problems, including power failures and fluctuations and failure to keep the site clean and free of dust, sand and other particles or debris;
3) service calls due to warranty claims on the Covered Equipment;
4) repainting or refinishing Covered Equipment;
5) electrical work to the Customer's facility;
6) stockpiling of parts or supplies;
7) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
8) service calls resulting from the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
9) service calls required because JCI had previously been denied access to the equipment;
10) disposal of hazardous wastes. Hazardous wastes remain the property and the responsibility of the Customer even when removed from equipment or replaced by JCI as provided by the terms of this Agreement. The Customer shall be responsible for the proper storage and disposal of hazardous wastes. This includes, but is not limited to, used oil, contaminated or uncontaminated refrigerant, and PCBs; and
11) normal wear and tear.

D. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1) The Customer warrants that all Covered Equipment is in good working condition and that the Customer has given JCI all information concerning the condition of the Covered Equipment.
2) The Customer agrees that, during the Term of this Agreement, the Customer will:
   (a) operate the Covered Equipment according to the manufacturer's and JCI's recommendations;
   (b) keep accurate and current work logs and information on the Covered Equipment as recommended by the manufacturer and JCI;
   (c) provide an adequate environment for Covered Equipment as recommended by the manufacturer and JCI, including, but not limited to, adequate space, electrical power, air conditioning, and humidity control;
   (d) notify JCI immediately of any equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
   (e) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
   (f) provide proper condenser and boiler water treatment, as necessary, for the proper functioning of Covered Equipment, if such services are not JCI's responsibility under this Agreement; and

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(g) cooperate with JCI and provide any and all necessary information to facilitate the delivery of the Services by JCI as described herein in a timely manner; and

3) The Customer acknowledges that its failure to meet its obligations will relieve JCI of any responsibility, to the extent provided in this Agreement, for any equipment breakdown, or any necessary repair or replacement of any equipment and to provide any Services.

E. CHANGES TO CUSTOMER EQUIPMENT

The Customer retains the right to make changes or alterations to the Covered Equipment. If, in JCI's sole opinion, such changes or alterations affect JCI's Services or obligations, JCI shall have the right to make appropriate changes to the scope of this Agreement or the Contract Price.

F. ACCESS

The Customer will give JCI full access to all equipment that is either Covered Equipment or associated with Covered Equipment when JCI requests such access. If access cannot be provided, JCI's obligations under this Agreement will be suspended until such access is provided. Matters affecting JCI's access to the Covered Equipment may include, but are not limited to, the removal, replacement, repair, refinishing, restoration, reconstruction, or other remedial actions taken by the Customer with respect to equipment or to the Customer's facility. Suspension of JCI's duties for this reason will not cancel or suspend any of the Customer's obligations under this Agreement.

G. INDEMNITY

JCI and the Customer agree to indemnify the other Party and their officers, agents, directors, and employees, from third party claims, demands, or suits for bodily injury, including death, or tangible property damage resulting from the intentional misconduct or any negligent acts by their employees or agents. Customer expressly agrees JCI shall be responsible only for such injury or damage caused by the intentional misconduct or the negligent act of JCI's employees and agents and JCI shall not be responsible for any injury or damage caused, or contributed to, in any manner by Customer or any third-party. The obligations of JCI and of the Customer under this paragraph are further subject to paragraphs H and O below.

H. LIMITATION OF LIABILITY

JCI SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR THE LIKE) CAUSED BY THE MATERIALS, EQUIPMENT, PARTS OR SERVICES PROVIDED HEREUNDER OR THE FAILURE OF THE MATERIAL, EQUIPMENT, PART OR SERVICE TO PERFORM, ACCURATELY PERFORM, TIMELY PERFORM, OR OTHERWISE MEET THE NEEDS, SPECIFICATIONS OR EXPECTATIONS OF CUSTOMER, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF JCI OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. JCI'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE GREATER OF (i) $25,000, OR (ii) THE AGGREGATE FEES PAID BY CUSTOMER TO JCI FOR THE SERVICES.

The waiver of warranty, exclusive remedies, waiver of consequential damages and limitation of liability set forth in this Agreement are fundamental elements of the basis for this Agreement. JCI would not be able to provide the products, parts or Services on an economic basis, and would not have entered into this Agreement, without such limitations

I. FORCE MAJEURE

1) JCI shall not be responsible to the Customer for damage, loss, injury, or delay caused by conditions beyond JCI's reasonable control, and without the intentional misconduct or negligence of JCI. Such conditions include, but are not limited to: (a) acts of God; (b) acts of Government agencies; (c) strikes; (d) labor disputes; (e) fire; (f) explosions or other casualties; (g) thefts; (h) vandalism; (i) terrorism, riots or war; or (j) unavailability of parts, materials or supplies.
2) If this Agreement covers fire safety or security equipment, the Customer understands that JCI is not an insurer regarding those services. JCI shall not be responsible for any damage or loss whatsoever that may result from fire safety or security equipment that fails to perform properly or fails to prevent loss or damage.
3) JCI is not responsible for any injury, loss, or damage caused by equipment that is not Covered Equipment.

J. RENEWAL PRICE ADJUSTMENT

JCI will provide Customer with notice of any adjustments to the Price and Payment Terms provision of this Agreement applicable to a renewal period no later than forty-five (45) days prior to the commencement of such renewal period. Unless the Customer terminates the Agreement as provided in the Term/Automatic Renewal provision of this Agreement, the adjusted price shall be the price for the renewal period.

K. JCI's EQUIPMENT

JCI may provide tools, documentation, panels, or other control equipment in the Customer's building for JCI's convenience in performing JCI's Services. Such equipment shall remain JCI's property and JCI retains the right to remove the same during the Term or upon the termination of this Agreement.

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L. JCI's EMPLOYEES

The Customer acknowledges that JCI's employees are a valuable asset to JCI. In the event during the Term of this Agreement or one hundred eighty (180) days thereafter Customer hires any JCI employee who worked at the Customer's facility at any time the Customer agrees to 1) pay JCI an amount equal to 12 months salary for such employee, and 2) reimburse JCI for all costs associated with any training JCI provided to such employee during the three years before the date the Customer hires such employee.

M. RESOLUTION OF DISPUTES

Customer shall make all payments to JCI when due in accordance with the Price and Payment Terms provision of this Agreement or any renewal adjustments thereto, and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services hereunder.

1) JCI and Customer will attempt to settle any controversy, dispute, difference, or claim between them concerning the performance, enforcement, or interpretation of this Agreement (collectively, "Dispute") through direct discussion in good faith, but if unsuccessful, will submit any Dispute to non-binding mediation in the nearest major metropolitan area of the state where the project is performed. If the parties are unable to agree on a mediator or a date for mediation, either party may request JAMS, Inc. to appoint a mediator and designate the time and procedure for mediation. Such mediator shall be knowledgeable, to each party's reasonable satisfaction, with respect to matters concerning construction law. Neither JCI nor Customer will file a lawsuit against the other until not less than sixty (60) days after the mediation referred to herein has occurred, unless one or both parties is genuinely and reasonably concerned that any applicable statute of limitations is on the verge of expiring. JCI AND CUSTOMER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL AS TO ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT, INCLUDING CONTRACT, TORT AND STATUTORY CLAIMS, AND EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS UNDER THIS AGREEMENT.
2) Services Obligation Suspended: The Parties agree while mediation of the Dispute is pending, JCI's obligation to provide continued Services as set forth in this Agreement shall be temporarily suspended until the arbitration award is issued. In the event JCI elects to suspend its Services Customer will remain obligated to pay any outstanding amounts owed JCI but will not be obligated to pay for the Services suspended. The right of JCI to suspend its Services hereunder is in addition to all other rights JCI may have at law or in equity and does not impair the rights of JCI with regard to a Dispute hereunder. **The Customer expressly agrees JCI may not be held liable for damages of any nature which Customer may suffer as a result of JCI's temporary suspension of its Services in accordance with this provision.**
3) The rights and obligations of JCI herein are in addition to, and do not alter, impair, limit, or otherwise waive any other rights granted JCI in equity or by statute.

N. TERMINATION

In addition to the Term/Automatic Renewal provision of this Agreement, JCI and the Customer agree in the event either Party refuses or fails to perform its obligations under this Agreement in the manner specified herein, the affected Party must provide the other with written notice containing a detailed description of the alleged deficiency or breach, including specific reference to the applicable provision(s) of this Agreement within five (5) days of the alleged deficiency or breach. Should the Party alleged to be in breach of this Agreement fail to respond in writing to, or take action to cure the alleged deficiency or breach within ten (10) days of the written notice of same, the affected Party may terminate this Agreement for cause. In the event the Agreement is terminated for cause, Customer shall make payment to JCI for all undisputed amounts owed within ten (10) days of the termination effective date. A Party's termination of this Agreement for cause shall be without prejudice to any other right or remedy.

O. ASBESTOS, MOLD AND HAZARDOUS MATERIALS

1) Asbestos-Containing Materials: Neither Party desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Customer shall supply JCI with any information in its possession relating to the presence of ACM in areas where JCI undertakes any Services that may result in the disturbance of ACM. It is JCI's policy to seek certification for facilities constructed prior to 1982 that no ACM is present, and Customer shall provide such certification for buildings it owns, or aid JCI in receiving such certification from facility owners in the case of buildings that it does not own, if JCI will undertake Services in the facility that could disturb ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM that may be disturbed by JCI's Services, it shall immediately stop the Services in the affected area and notify the other's contacts. As between Customer and JCI, Customer shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws and addressing the impact of its disturbance before JCI continues with its Services, unless JCI had actual knowledge that ACM was present and acted in disregard of that knowledge, in which case (a) JCI shall be responsible at is sole expense for remediating areas impacted by the disturbance of the ACM, and (b) Customer shall resume its responsibilities for the ACM after JCI's remediation has been completed.
2) Other Hazardous Materials: JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal or disposal of mold, regardless of the cause of the mold. JCI shall be responsible for removing or disposing of any Hazardous Materials that it uses in providing Services ("JCI Hazardous Materials") and, other than mold, for the remediation of any areas impacted by the release of JCI Hazardous Materials. For other Hazardous Materials that may be otherwise present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of such materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other's contacts. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of mold and Non-JCI Hazardous Materials from it facilities and the remediation of any areas impacted by mold or the release of the Non-JCI Hazardous Materials. Notwithstanding the forgoing, if JCI had actual knowledge that Non-JCI Hazardous Materials other than

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mold were present and acted in disregard of that knowledge, then in such case (a) JCI shall be responsible at its sole expense for the remediation of any areas impacted by JCI's release of such Hazardous Materials, and (b) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services.

3) Environmental Indemnity. To the fullest extent permitted by law, Customer shall indemnify and hold harmless JCI and JCI's Subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and successors and assigns, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from Customer's or the owner's use, storage, release, discharge, handling or presence of ACM or Non-JCI Hazardous Materials on, under or about the facility(ies), or the noncompliance with this Section O. To the fullest extent permitted by law, JCI shall indemnify and hold harmless Customer, its officers, directors, employees, agents, representatives, shareholders, affiliates, successors and assigns, from and against any and all losses, claims, damages, expenses (including reasonable legal fees and defense costs), claim, causes of action or liability, directly or indirectly, relating to or arising from JCI's use, storage, release, discharge, handling or presence of JCI Hazardous Materials on, under or about the facility(ies), or the noncompliance with this Section O.

P. ASSESSMENT

It is the Customer's responsibility to pay all taxes or other government charges relating to the Services, transfer, use, ownership, servicing, or possession of any equipment relating to this Agreement.

Q. MISCELLANEOUS PROVISIONS

1) Any notice that is required to be given under this Agreement must be in writing and sent to the Party at the address noted on the first page of this Agreement.
2) This Agreement cannot be transferred or assigned by Customer without the prior written consent of JCI.
3) This Agreement is the entire Agreement between JCI and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between JCI and the Customer.
4) Any change or modification to this Agreement will not be effective unless made in writing. Such written modification must specifically indicate that it is an amendment, change, or modifications to this Agreement.
5) The Customer acknowledges and agrees that any purchase order issued by Customer, in accordance with this Agreement, is intended only to establish payment authority for the Customer's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the Customer's purchase order will have any force or effect.
6) Should any changes to relevant regulations, laws, or codes substantially affect JCI's Services or obligations, the Customer agrees to negotiate in good faith with JCI for appropriate and equitable changes to the scope or price of the Agreement or both.
7) The Parties agree and acknowledge that this is a negotiated agreement and that the rule of construction that any ambiguities are to be construed against the drafting Party shall not apply.
8) Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against JCI. The Services under this Agreement are being performed solely for the Customer's benefit, and no other party or entity shall have any claim against JCI because of this Agreement or the performance or non-performance of the Services hereunder.
9) The failure of JCI or the Customer to insist upon, or to delay enforcing the strict performance of the terms and conditions hereof, or any right or remedy, as provider herein, shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of JCI or the Customer.

R. CHOICE OF LAW

This Agreement shall be subject to and governed by the laws of the State where the project is located.

S. SEVERANCE

Should any term, part, portion, or provision of this Agreement be decided or declared by the courts to be, or otherwise found to be, illegal or in conflict with any law of the state governing this Agreement or the United States, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions, and provisions shall be deemed severable and shall not be affected thereby, provided such remaining parts, terms, portions, or provisions can be construed in the substance to constitute the Agreement that the Parties intended to enter into in the first instance.

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T. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in and to any (a) deliverables provided to Customer hereunder, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto or derivatives thereof ("Deliverables") and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations hereunder. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, employed or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements or modifications thereto or derivatives thereof.

[END OF DOCUMENT]

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PERFORMANCE CONTRACT

This Performance Contract (this "Agreement") is made this ___ day of _____, 2015 between:

PARTIES

JOHNSON CONTROLS, INC. ("JCI")
193 Business Park Drive
Suite A1
Ridgeland, MS 39157

and

City of Hattiesburg ("Customer")
200 Forrest Street
Hattiesburg, MS 39401

RECITALS

WHEREAS, Customer desires to retain JCI to perform the work specified in Schedule 1 (Scope of Work) hereto (the "Work") relating to the installation of the improvement measures (the "Improvement Measures") described therein; and

WHEREAS, Customer is authorized and empowered under applicable Laws (as defined below) to enter into this Agreement, and has taken all necessary action under applicable Laws to enter into this Agreement; and

WHEREAS, Customer has selected JCI to perform the Work after it determined JCI's proposal was the most advantageous to Customer in accordance with all applicable procurement and other Laws.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

AGREEMENT

1. **SCOPE OF THE AGREEMENT.** JCI shall perform the Work set forth in Schedule 1. After the Work is Substantially Complete (as defined below) and the Certificate of Substantial Completion is executed by Customer and JCI, JCI shall provide the assured performance guarantee (the "Assured Performance Guarantee") and the measurement and verification services (the "M&V Services") set forth in Schedule 2 (Assured Performance Guarantee) and/or Schedule 2A (Assured Performance Guarantee – Utility Meters), as applicable. Customer shall make payments to JCI for the Work and the M&V Services in accordance with Schedule 4 (Price and Payment Terms).

2. **AGREEMENT DOCUMENTS:** In addition to the terms and conditions of this Agreement, the following Schedules are incorporated into and shall be deemed an integral part of this Agreement:

   Schedule 1 – Scope of Work
   Schedule 2 – Assured Performance Guarantee
   Schedule 2A – Assured Performance Guarantee – Utility Meters
   Schedule 3 – Customer Responsibilities
   Schedule 4 – Price and Payment Terms

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3. **NOTICE TO PROCEED; SUBSTANTIAL COMPLETION; M&V SERVICES.** This Agreement shall become effective on the date of the last signature on the signature page below. JCI shall commence performance of the Work within ten (10) business days of receipt of Customer's Notice to Proceed, a form of which is attached hereto as Attachment 1, and shall achieve Substantial Completion of the Work by the Substantial Completion date, which shall be the earlier of:

   (a) the date on which Customer executes a Certificate of Substantial Completion substantially in the form attached hereto as Attachment 3;

   or

   (b) [months] after JCI's receipt of Customer's Notice to Proceed, subject to adjustments set forth in Section 4 and Section 5 below.

   For purposes of this Agreement, "Substantial Completion" means that JCI has provided sufficient materials and services to permit Customer to operate the Improvement Measures. The M&V Services shall commence on the first day of the month following the month in which Customer executes a Certificate of Substantial Completion and shall continue throughout the Guarantee Term, subject to earlier termination of the Assured Performance Guarantee as provided herein. Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of Customer's responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability thereunder.

4. **DELAYS AND IMPACTS.** If JCI is delayed in the commencement, performance, or completion of the Work and/or M&V Services by causes beyond its control and without its fault, including but not limited to inability to access property; concealed or unknown conditions encountered at the project, differing from the conditions represented by Customer in the bid documents or otherwise disclosed by Customer to JCI prior to the commencement of the Work; a Force Majeure (as defined below) condition; failure by Customer to perform its obligations under this Agreement; or failure by Customer to cooperate with JCI in the timely completion of the Work, JCI shall provide written notice to Customer of the existence, extent of, and reason for such delays and impacts. Under such circumstances, an equitable adjustment in the time for performance, price and payment terms, and the Assured Performance Guarantee shall be made.

5. **ACCESS.** Customer shall provide JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties in Customer's control that are subject to the Work and M&V Services. Customer further agrees to assist JCI, its subcontractors, and its agents to gain access to facilities and properties that are not controlled by Customer but are necessary for JCI to complete the Work and provide the M&V Services. An equitable adjustment in the time for performance, price and payment terms, and Assured Performance Guarantee shall be made as a result of any failure to grant such access.

6. **PERMITS, TAXES, AND FEES.** Unless otherwise specified in Schedule 3 (Customer Responsibilities), JCI shall be responsible for obtaining all building permits required for it to perform the Work. Unless otherwise specified in Schedule 1 (Scope of Work), Customer shall be responsible for obtaining all other permits, licenses, approvals, permissions and certifications, including but not limited to, all zoning and land use changes or exceptions required for the provision of the Work or the ownership and use of the Improvement Measures. JCI shall not be obligated to provide any changes to or improvement of the facilities or any portion thereof required under any applicable building, fire, safety, sprinkler or other applicable code, standard, law, regulation, ordinance or other requirement unless the same expressly regulates the installation of the Improvement Measures. Without limiting the foregoing, JCI's obligations with respect to the Work is not intended to encompass any changes or improvements that relate to any compliance matters (whether known or unknown) that are not directly related to the installation of the Improvement Measures or which have been imposed or enforced because of the occasion or opportunity of review by any governmental authority. Customer shall be responsible for and shall pay when due all assessments, charges and sales, use, property, excise, or other taxes now or hereafter imposed by any governmental body or agency upon the provision of the Work or the M&V Services, implementation or presence of the Improvement Measures, the use of the Improvement Measures or payments due to JCI under this Agreement, other than taxes upon the net income of JCI. Customer shall also be responsible for real or personal property taxes relating to equipment or material

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included in the Improvement Measures. Any fees, taxes, or other lawful charges paid by JCI on account of Customer shall become immediately due from Customer to JCI.

7. **WARRANTY.** JCI will perform the Work in a professional, workman-like manner. JCI will promptly re-perform any non-conforming Work for no charge, as long as Customer provides written notice to JCI within one (1) year following Substantial Completion or such other period identified in Schedule 1. If JCI installs or furnishes goods or equipment under this Agreement, and such goods or equipment are covered by an end-user warranty from their manufacturer, JCI will transfer the benefits of such warranty to Customer. The foregoing remedy with respect to the Work, together with any remedy provided by goods or equipment manufacturers, shall be Customer's sole and exclusive remedies for warranty claims. Customer agrees that the one (1) year period following Substantial Completion, or such other period identified in Schedule 1, shall be a reasonable time for purposes of submitting valid warranty claims with respect to the Work. These exclusive remedies shall not have failed of their essential purpose so long as JCI transfers the benefits of any goods or equipment end-user warranty to Customer and remains willing to re-perform any non-conforming Work for no charge within the one (1) year period described above or such other period identified in Schedule 1. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE PROVIDED BY JCI. This warranty does not extend to any Work that has been abused, altered, or misused, or repaired by Customer or third parties without the supervision or prior written approval of JCI. Except with respect to goods or equipment manufactured by JCI and furnished to Customer hereunder, for which JCI shall provide its express written manufacturer's warranty, JCI shall not be considered a merchant or vendor of goods or equipment.

8. **CLEANUP.** JCI shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, JCI shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials.

9. **SAFETY; COMPLIANCE WITH LAWS.** JCI shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work and M&V Services. Each of JCI and Customer shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities (collectively, "Laws") in connection with its performance hereunder.

10. **ASBESTOS-CONTAINING MATERIALS AND OTHER HAZARDOUS MATERIALS.**

Asbestos-Containing Materials: Neither party desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials ("ACM"). Consistent with applicable Laws, Customer shall supply JCI with any information in its possession relating to the presence of ACM in areas where JCI undertakes any Work or M&V Services that may result in the disturbance of ACM. It is JCI's policy to seek certification for facilities constructed prior to 1982 that no ACM is present, and Customer shall provide such certification for buildings it owns, or aid JCI in obtaining such certification from facility owners in the case of buildings that Customer does not own, if JCI will undertake Work or M&V Services in the facility that could disturb ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM that may be disturbed by JCI's Work or M&V Services, it shall promptly stop the Work or M&V Services in the affected area and notify the other. As between Customer and JCI, Customer shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable Laws and addressing the impact of its disturbance before JCI continues with its Work or M&V Services, unless JCI had actual knowledge that ACM was present and acted with intentional disregard of that knowledge, in which case (i) JCI shall be responsible at is sole expense for remediating areas impacted by the disturbance of the ACM, and (ii) Customer shall resume its responsibilities for the ACM after JCI's remediation has been completed.

Other Hazardous Materials: JCI shall be responsible for removing or disposing of any Hazardous Materials (as defined below) that it uses in providing Work or M&V Services ("JCI Hazardous Materials") and for the remediation of any areas impacted by the release of JCI Hazardous Materials. For other Hazardous Materials that may be otherwise present at Customer's facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of such materials if their presence may affect JCI's performance of the Work or M&V Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Work or M&V Services, it shall promptly

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stop the Work or M&V Services in the affected area and notify the other. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and the remediation of any areas impacted by the release of Non-JCI Hazardous Materials, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted with intentional disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Non-JCI Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Non-JCI Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Work or M&V Services. For purposes of this Agreement, "Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant or contaminant under applicable Law relating to or addressing public or employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product, or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold and lead-based paint and specifically excludes ACM. JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal, or disposal of mold, regardless of the cause of the mold.

Environmental Indemnity: To the fullest extent permitted by Law, Customer shall indemnify and hold harmless JCI and JCI's subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and assigns and successors, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from the Customer's use, or the storage, release, discharge, handling or presence of ACM, mold (actual or alleged and regardless of the cause of such condition) or Non-JCI Hazardous Materials on, under or about the facilities, or Customer's failure to comply with this Section 10.

11. **CHANGE ORDERS.** The parties, without invalidating this Agreement, may request changes in the Work to be performed under this Agreement, consisting of additions, deletions, or other revisions to the Work ("Change Orders"). The price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted in accordance with the Change Order. Such adjustments shall be determined by mutual agreement of the parties. JCI may delay performance until adjustments arising out of the Change Order are clarified and agreed upon. Any Change Order must be signed by an authorized representative of each party. If concealed or unknown conditions are encountered at the project, differing from the conditions represented by Customer in the bid documents or otherwise disclosed by Customer to JCI prior to the commencement of the Work, price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted. Claims for equitable adjustment may be asserted in writing within a reasonable time from the date a party becomes aware of a change to the Work by written notification. Failure to promptly assert a request for equitable adjustment, however, shall not constitute a waiver of any rights to seek any equitable adjustment with respect to such change.

12. **CUSTOMER FINANCING; TREATMENT; TAXES.** The parties acknowledge and agree that JCI is not making any representation or warranty to Customer with respect to matters not expressly addressed in this Agreement, including, but not limited to:

    (a) Customer's ability to obtain or make payments on any financing associated with paying for the Improvement Measures, related services, or otherwise;
    (b) Customer's proper legal, tax, accounting, or credit rating agency treatment relating to this Agreement; and
    (c) the necessity of Customer to raise taxes or seek additional funding for any purpose.

    Customer is solely responsible for its obligations and determinations with respect to the foregoing matters. In addition, the parties acknowledge and agree that Customer shall be responsible to comply, at its cost and expense, with all Laws that may be applicable to it relating to performance contracting, including, without limitation, any requirements relating to the procurement of goods and/or services and any legal, accounting, or engineering opinions or reviews required or obtained in connection with this Agreement.

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13. **INSURANCE.** JCI shall maintain insurance in amounts no less than those set forth below in full force and effect at all times until the Work has been completed, and shall provide a certificate evidencing such coverage promptly following Customer's request therefor.

COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation Insurance or self insurance, including Employer's Liability	Statutory
Commercial General Liability Insurance	$5,000,000 Per Occurrence $5,000,000 Aggregate
Comprehensive Automobile Liability Insurance	$5,000,000 Combined Single Limit

The above limits may be obtained through primary and excess policies, and may be subject to self-insured retentions.

Customer shall be responsible for obtaining builder's risk insurance coverage for the Improvement Measures and shall at all times be responsible for any loss or casualty to the Improvement Measures. Customer shall also maintain insurance coverage, of the types and in the amounts customary for the conduct of its business, throughout the term of this Agreement.

14. **INDEMNIFICATION.** To the fullest extent permitted by applicable Law, each party shall indemnify the other with respect to any third party claim alleging bodily injury, including death, or property damage to the extent such injury or damage is caused by the negligence or willful misconduct of the indemnifying party. A condition precedent to any obligation of a party to indemnify the other pursuant to this Section 14 shall be for the indemnified party to promptly advise the indemnifying party of the claim pursuant to the notice provision of this Agreement.

15. **LIMITATION OF LIABILITY.** NEITHER JCI NOR CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, REMOTE, PUNITIVE, EXEMPLARY, LOSS OF PROFITS OR REVENUE, LOSS OF USE, OR SIMILAR DAMAGES, REGARDLESS OF HOW CHARACTERIZED AND REGARDLESS OF A PARTY HAVING BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR RELIEF, ARISING IN ANY MANNER FROM THIS AGREEMENT, THE WORK, THE IMPROVEMENT MEASURES, THE PREMISES, THE M&V SERVICES, OR OTHERWISE. WITHOUT LIMITING JCI'S EXPRESS OBLIGATIONS UNDER THE ASSURED PERFORMANCE GUARANTEE, JCI'S LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PAYMENTS ACTUALLY RECEIVED BY JCI UNDER SCHEDULE 4. If this Agreement covers fire safety or security equipment, Customer understands that JCI is not an insurer regarding those services, and that JCI shall not be responsible for any damage or loss that may result from fire safety or security equipment that fails to prevent a casualty loss. The foregoing waivers and limitations are fundamental elements of the basis for this Agreement between JCI and Customer, and each party acknowledges that JCI would not be able to provide the work and services contemplated by this Agreement on an economic basis in the absence of such waivers and limitations, and would not have entered into this Agreement without such waivers and limitations.

16. **FORCE MAJEURE.** Neither party will be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence of that party. Such conditions (each, a "Force Majeure") include, but are not limited to: acts of God; acts of government agencies; strikes; labor disputes; fires; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; electrical power outages; interruptions or degradations in telecommunications, computer, or electronic communications systems; changes in Laws; or unavailability of parts, materials or supplies.

17. **JCI'S PROPERTY.** All materials furnished or used by JCI personnel and/or JCI subcontractors or agents at the installation site, including documentation, schematics, test equipment, software and associated media remain the exclusive property of JCI or such other third party. Customer agrees not to use such materials for any purpose at any time without the express authorization of JCI. Customer agrees to allow JCI personnel and/or

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JCI subcontractors or agents to retrieve and to remove all such materials remaining after installation or maintenance operations have been completed. Customer acknowledges that any software furnished in connection with the Work and/or M&V Services is proprietary and subject to the provisions of any software license agreement associated with such software.

18. **DISPUTES.** JCI and Customer will attempt to settle any controversy, dispute, difference, or claim between them concerning the performance, enforcement, or interpretation of this Agreement (collectively, "Dispute") through direct discussion in good faith, but if unsuccessful, will submit any Dispute to non-binding mediation in the nearest major metropolitan area of the state where the project is performed. If the parties are unable to agree on a mediator or a date for mediation, either party may request JAMS, Inc. to appoint a mediator and designate the time and procedure for mediation. Such mediator shall be knowledgeable, to each party's reasonable satisfaction, with respect to matters concerning construction law. Neither JCI nor Customer will file a lawsuit against the other until not less than sixty (60) days after the mediation referred to herein has occurred, unless one or both parties is genuinely and reasonably concerned that any applicable statue of limitations is on the verge of expiring. JCI AND CUSTOMER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL AS TO ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT, INCLUDING CONTRACT, TORT AND STATUTORY CLAIMS, AND EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS UNDER THIS AGREEMENT.

19. **GOVERNING LAW.** This Agreement and the construction and enforceability thereof shall be interpreted in accordance with the laws of the state where the Work is conducted.

20. **CONSENTS; APPROVALS; COOPERATION**. Whenever Customer's consent, approval, satisfaction or determination shall be required or permitted under this Agreement, and this Agreement does not expressly state that Customer may act in its sole discretion, such consent, approval, satisfaction or determination shall not be unreasonably withheld, qualified, conditioned or delayed, whether or not such a "reasonableness" standard is expressly stated in this Agreement. Whenever Customer's cooperation is required by JCI in order to carry out JCI's obligations hereunder, Customer agrees that it shall act in good faith and reasonably in so cooperating with JCI and/or JCI's designated representatives or assignees or subcontractors. Customer shall furnish decisions, information, and approvals required by this Agreement in a timely manner so as not to delay the performance of the Work or M&V Services.

21. **FURTHER ASSURANCES.** The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

22. **INDEPENDENT CONTRACTOR.** The relationship of the parties hereunder shall be that of independent contractors. Nothing in this Agreement shall be deemed to create a partnership, joint venture, fiduciary, or similar relationship between the parties.

23. **POWER AND AUTHORITY.** Each party represents and warrants to the other that (i) it has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder, (ii) all corporate, board, body politic, or other approvals necessary for its execution, delivery, and performance of this Agreement have been or will be obtained, and (iii) this Agreement constitutes its legal, valid, and binding obligation.

23. **SEVERABILITY.** In the event that any clause, provision, or portion of this Agreement or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or materially impair the benefits intended to inure to either party under this Agreement.

24. **COMPLETE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the parties relating to all issues involving the subject matter of this Agreement. No binding understandings, statements, promises or inducements contrary to this Agreement exist. This Agreement supersedes and cancels all previous agreements, negotiations, communications, commitments and understandings with respect to the subject matter hereof, whether made orally or in writing. Each of the parties

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to this Agreement expressly warrants and represents to the other that no promise or agreement which is not herein expressed has been made to the other, and that neither party is relying upon any statement or representation of the other that is not expressly set forth in this Agreement. Each party hereto is relying exclusively on the terms of this Agreement, its own judgment, and the advice of its own legal counsel and/or other advisors in entering into this Agreement. Customer acknowledges and agrees that any purchase order issued by Customer associated with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes. No purchase order shall be considered a counteroffer, amendment, modification, or other revision to the terms of this Agreement.

25. **HEADINGS.** The captions and titles in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement.

26. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the parties.

27. **NOTICES.** All notices or communications related to this Agreement shall be in writing and shall be deemed served if and when sent by facsimile or mailed by certified or registered mail: to Johnson Controls, Inc. at the address listed on the first page of this Agreement, ATTN: Regional Solutions Manager, with a copy to Johnson Controls, Inc., ATTN: General Counsel – Building Efficiency Americas, 507 East Michigan Street, Milwaukee, Wisconsin, 53202: and to Customer at the address listed on the first page of this Agreement.

28. **APPROPRIATION OF FUNDS**. The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirement of this Agreement by the Legislature (as such term is defined in Section 31-07-14 of the Mississippi statutes) or other budgeting authority. If the Legislature or other budgeting authority fails to appropriate sufficient monies to provide for the continuation of this Agreement, this Agreement shall terminate on the last day of the fiscal year for which appropriations were made. The termination shall be without penalty or expense to the Customer of any kind whatsoever, except as to the portion of payments for which funds were appropriated.

[INSERT CUSTOMER NAME]	**JOHNSON CONTROLS, INC.**
Signature: Johnny P DuPree	Signature:
Printed Name: Johnny L. DuPree	Printed Name:
Title: Mayor	Title:
Date: 8-4-15	Date:

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SCOPE OF WORK

[INSERT SCOPE OF WORK]

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ASSURED PERFORMANCE GUARANTEE

I. PROJECT BENEFITS

A. Certain Definitions. For purposes of this Agreement, the following terms have the meanings set forth below:

Annual Project Benefits are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

Annual Project Benefits Realized are the Project Benefits actually realized for any one year of the Guarantee Term.

Annual Project Benefits Shortfall is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

Annual Project Benefits Surplus is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

Baseline is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section IV below.

Guarantee Term will commence on the first day of the month next following the Substantial Completion date and will continue through the duration of the M&V Services, subject to earlier termination as provided in this Agreement.

Installation Period is the period beginning on JCI's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term.

Measured Project Benefits are the utility savings and cost avoidance calculated in accordance with the methodologies set forth in Section III below.

Non-Measured Project Benefits are identified in Section II below. The Non-Measured Project Benefits have been agreed to by Customer and will be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below. Customer and JCI agree that: (i) the Non-Measured Project Benefits may include, but are not limited to, future capital and operational costs avoided as a result of the Work and implementation of the Improvement Measures, (ii) achievement of the Non-Measured Project Benefits is outside of JCI's control, and (iii) Customer has evaluated sufficient information to conclude that the Non-Measured Project Benefits will occur and bears sole responsibility for ensuring that the Non-Measured Project Benefits will be realized. Accordingly, the Non-Measured Project Benefits shall not be measured or monitored by JCI at any time during the Guarantee Term, but rather shall be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below.

Project Benefits are the Measured Project Benefits plus the Non-Measured Project Benefits to be achieved for a particular period during the term of this Agreement.

Total Project Benefits are the projected Project Benefits to be achieved during the entire term of this Agreement.

B. Project Benefits Summary. Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve a total of $_____ in Non-Measured Project Benefits and JCI guarantees that Customer will achieve a total of $_____ in Measured Project Benefits during the term of this Agreement, for Total Project Benefits of $_____, as set forth in the Total Project Benefits table below.

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Total Project Benefits

Year	Utility Cost Avoidance*	Operations & Maintenance Cost Avoidance**	Future Capital Cost Avoidance**	Annual Project Benefits
1	$	$	$	$
2	$	$	$	$
3	$	$	$	$
4	$	$	$	$
5	$	$	$	$
6	$	$	$	$
7	$	$	$	$
8	$	$	$	$
9	$	$	$	$
10	$	$	$	$
11	$	$	$	$
12	$	$	$	$
13	$	$	$	$
14	$	$	$	$
15	$	$	$	$
16	$	$	$	$
17	$	$	$	$
18	$	$	$	$
19	$	$	$	$
20	$	$	$	$
Total	**$**	**$**	**$**	**$**

*Utility Cost Avoidance is a Measured Project Benefit. Utility Cost Avoidance figures in the table above are based on anticipated increases in unit energy costs as set forth in the table in Section IV below.

** Operations & Maintenance Cost Avoidance and Future Capital Cost Avoidance are Non-Measured Project Benefits. Operations & Maintenance Cost Avoidance and Future Capital Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of _____ (__%).

Within sixty (60) days of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved during the Installation Period plus any Non-Measured Project Benefits applicable to such period and advise Customer of same. Any Project Benefits achieved during the Installation Period may, at JCI's discretion, be allocated to the Annual Project Benefits for the first year of the Guarantee Term. Within sixty (60) days of each anniversary of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved for the applicable year plus any Non-Measured Project Benefits applicable to such period and advise Customer of same.

Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of its responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv)

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otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability hereunder.

C. Project Benefits Shortfalls or Surpluses.

(i) *Project Benefits Shortfalls*. If an Annual Project Benefits Shortfall occurs for any one year of the Guarantee Term, JCI shall, at its discretion and in any combination, (a) set off the amount of such shortfall against any unpaid balance Customer then owes to JCI, (b) where permitted by applicable law, increase the next year's amount of Annual Project Benefits by the amount of such shortfall, (c) pay to Customer the amount of such shortfall, or (d) subject to Customer's agreement, provide to Customer additional products or services, in the value of such shortfall, at no additional cost to Customer.*

(ii) *Project Benefits Surpluses*. If an Annual Project Benefits Surplus occurs for any one year of the Guarantee Term, JCI may, at its discretion and in any combination, (a) apply the amount of such surplus to set off any subsequent Annual Project Benefit Shortfall during the Guarantee Term, or (b) bill Customer for the amount of payments made pursuant to Section C(i)(c) above and/or the value of the products or services provided pursuant to clause C(i)(d) above, in an amount not to exceed the amount of such surplus.*

(iii) *Additional Improvements*. Where an Annual Project Benefits Shortfall has occurred, JCI may, subject to Customer's approval (which approval shall not be unreasonably withheld, conditioned, or delayed), implement additional Improvement Measures, at no cost to Customer, which may generate additional Project Benefits in future years of the Guarantee Term.

*In the event JCI is providing an Assured Performance Guarantee under Schedule 2 and Schedule 2A, Annual Project Benefits Shortfalls and Annual Project Benefits Surpluses under each such Schedule shall be reconciled against one another.

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II. NON-MEASURED PROJECT BENEFITS

[Insert detailed description of the sources of and bases for O&M and future capital cost avoidance. .]

Customer has furnished the foregoing information to JCI, which information forms the basis of the Non-Measured Project Benefits. Customer agrees that the Non-Measured Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits.

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III. MEASUREMENT AND VERIFICATION METHODOLOGIES

The following is a brief overview of the measurement and verification methodologies applicable to the Improvement Measures set forth below. JCI shall apply these methodologies, as more fully detailed in the guidelines and standards of the International Measurement and Verification Protocol (IPMVP) and/or the Federal Energy Management Program (FEMP), in connection with the provision of M&V Services hereunder.

Option A
Partially Measured Retrofit Isolation

Measured Project Benefits are determined by partial field measurement of the energy use of the system(s) to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Measurements will be short-term with only one-time measurements before and after the Installation Period.

Partial measurement means that some but not all parameters will be measured. Careful review of the design and installation of Improvement Measures is intended to demonstrate that the stipulated values fairly represent the probable actual values. Agreed-upon values will be shown in the measurement and verification plan, along with analysis of the significance of the error they may introduce. Engineering calculations using short-term pre and post-retrofit measurements and stipulations are used to calculate Measured Project Benefits for the duration of the Guarantee Term.

Measured Project Benefits from the following Improvement Measures will be calculated using Option A:

[Insert Relevant Improvement Measures]

Option B
Retrofit Isolation

Measured Project Benefits are determined by field measurement of the energy use of the systems to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Short-term, long-term or continuous measurements are taken throughout the pre and post-retrofit periods. Engineering calculations using short term, long-term or continuous pre and post-retrofit measurements are used to calculate the Measured Project Benefits for the duration of the Guarantee Term.

Measured Project Benefits from the following Improvement Measures will be calculated using Option B:

[Insert Relevant Improvement Measures]

Option C
Whole Facility

Option C involves use of utility meters or whole building sub-meters to assess the energy performance of a total building. Option C assesses the impact of any type of Improvement Measure, but not individually if more than one is applied to an energy meter. This option determines the collective Measured Project Benefits of all Improvement Measures applied to the part of the facility monitored by the energy meter. Also, since whole building meters are used, Measured Project Benefits reported under Option C include the impact of any other change made in facility energy use (positive or negative).

Measured Project Benefits from the following Improvement Measures will be calculated using Option C:

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[Insert Relevant Improvement Measures]

Option D
Calibrated Simulation

Option D involves the use of computer simulation software to predict energy use. Such simulation model must be "calibrated" so that it predicts an energy use and demand pattern that reasonably matches actual utility consumption and demand data from either the base-year or a post-retrofit year.

Option D may be used to assess the performance of all Improvement Measures in a facility, akin to Option C. However, different from Option C, multiple runs of the simulation tool in Option D allow estimates of the Measured Project Benefits attributable to each Improvement Measure within a multiple Improvement Measure project.

Option D may also be used to assess just the performance of individual systems within a facility, akin to Options A and B. In this case, the system's energy use must be isolated from that of the rest of the facility by appropriate meters.

Measured Project Benefits from the following Improvement Measures will be calculated using Option D:

[Insert Relevant Improvement Measures]

CHANGES IN USE OR CONDITION; ADJUSTMENT TO BASELINE AND/OR ANNUAL PROJECT BENEFITS

Customer agrees to notify JCI, within fourteen (14) days, of (i) any actual or intended change, whether before or during the Guarantee Term, in the use of any facility, equipment, or Improvement Measure to which this Schedule applies; (ii) any proposed or actual expansions or additions to the premises or any building or facility at the premises; (iii) a change to utility services to all or any portion of the premises; or (iv) any other change or condition arising before or during the Guarantee Term that reasonably could be expected to change the amount of Project Benefits realized under this Agreement.

Such a change, expansion, addition, or condition would include, but is not limited to: (a) changes in the primary use of any facility, Improvement Measure, or portion of the premises; (b) changes to the hours of operation of any facility, Improvement Measure, or portion of the premises; (c) changes or modifications to the Improvement Measures or any related equipment; (d) changes to the M&V Services provided under this Agreement; (e) failure of any portion of the premises to meet building codes; (f) changes in utility suppliers, utility rates, method of utility billing, or method of utility purchasing; (g) insufficient or improper maintenance or unsound usage of the Improvement Measures or any related equipment at any facility or portion of the premises (other than by JCI); (h) changes to the Improvement Measures or any related equipment or to any facility or portion of the premises required by building codes or any governmental or quasi-governmental entity; or (i) additions or deletions of Improvement Measures or any related equipment at any facility or portion of the premises.

Such a change or condition need not be identified in the Baseline in order to permit JCI to make an adjustment to the Baseline and/or the Annual Project Benefits. If JCI does not receive the notice within the time period specified above or travels to either Customer's location or the project site to determine the nature and scope of such changes, Customer agrees to pay JCI, in addition to any other amounts due under this Agreement, the applicable hourly consulting rate for the time it took to determine the changes and to make any adjustments and/or corrections to the project as a result of the changes, plus all reasonable and documented out-of pocket expenses,

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including travel costs. Upon receipt of such notice, or if JCI independently learns of any such change or condition, JCI shall calculate and send to Customer a notice of adjustment to the Baseline and/or Annual Project Benefits to reflect the impact of such change or condition, and the adjustment shall become effective as of the date the change or condition first arose. Should Customer fail to promptly provide JCI with notice of any such change or condition, JCI may make reasonable estimates as to the impact of such change or condition and as to the date on which such change or condition first arose in calculating the impact of such change or condition, and such estimates shall be conclusive.

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IV. BASELINE CALCULATIONS AND UTILITY RATES

The unit utility costs for the Baseline period are set forth below as "Base Utility Cost" and shall be used for all calculations made under this Schedule. The Base Utility Cost shall be escalated annually by the actual utility cost escalation but such escalation shall be no less than the mutually agreed "floor" escalation rate of _____ percent (__%). The Base Utility Cost for each type of utility represents the 12 month average utility costs from _____ through _____.

Utility Type	Base Utility Cost
Electric Energy	
Electric Demand	
Natural Gas	
Water	
Sewer	
Steam	
Other	

[Insert Utility Rate Schedule, if Applicable]

[Insert Baseline Calculations]

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V. PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT

Pre-Retrofit Facility/Area

	Lighting		HVAC	
	Time On	Time Off	Time On	Time Off
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				
Holidays				

Occupied Room Temperature During Heating Season: _____ to _____ degrees F
Unoccupied Low Temperature Limit During Heating Season: _____ degrees F
Heating season is _____ to _____
Occupied Room Temperature During Cooling Season: _____ to _____ degrees F
Unoccupied High Temperature Limit During Cooling Season: _____ degrees F
Cooling season is _____ to _____

Post-Retrofit Facility/Area

	Lighting		HVAC	
	Time On	Time Off	Time On	Time Off
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				
Holidays				

Occupied Room Temperature During Heating Season: _____ to _____ degrees F
Unoccupied Low Temperature Limit During Heating Season: _____ degrees F
Heating season is _____ to _____
Occupied Room Temperature During Cooling Season: _____ to _____ degrees F
Unoccupied High Temperature Limit During Cooling Season: _____ degrees F
Cooling season is _____ to _____

Johnson Controls, Inc. Initials: _____ *Customer Initials:* _____

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VI. MEASUREMENT & VERIFICATION SERVICES

JCI will provide the M&V Services set forth below in connection with the Assured Performance Guarantee.

1. During the Installation Period, a JCI Performance Assurance Specialist will track Measured Project Benefits. JCI will report the Measured Project Benefits achieved during the Installation Period, as well as any Non-Measured Project Benefits applicable to the Installation Period, to Customer within 60 days of the commencement of the Guarantee Term.

2. Within 60 days of each anniversary of the commencement of the Guarantee Term, JCI will provide Customer with an annual report containing:

    A. an executive overview of the project's performance and Project Benefits achieved to date;

    B. a summary analysis of the Measured Project Benefits accounting; and

    C. depending on the M&V Option, a detailed analysis of the Measured Project Benefits calculations.

3. During the Guarantee Term, a JCI Performance Assurance Specialist will monitor the on-going performance of the Improvement Measures, as specified in this Agreement, to determine whether anticipated Measured Project Benefits are being achieved. In this regard, the Performance Assurance Specialist will periodically assist Customer, on-site or remotely, with respect to the following activities:

    A. review of information furnished by Customer from the facility management system to confirm that control strategies are in place and functioning;

    B. advise Customer's designated personnel of any performance deficiencies based on such information;

    C. coordinate with Customer's designated personnel to address any performance deficiencies that affect the realization of Measured Project Benefits; and

    D. inform Customer of opportunities to further enhance project performance and of opportunities for the implementation of additional Improvement Measures.

4. For specified Improvement Measures utilizing an "Option A" M&V protocol, JCI will:

    A. conduct pre and post installation measurements required under this Agreement;

    B. confirm the building management system employs the control strategies and set points specified in this Agreement; and

    C. analyze actual as-built information and adjust the Baseline and/or Measured Project Benefits to conform to actual installation conditions (e.g., final lighting and water benefits calculations will be determined from the as-built information to reflect the actual mix of retrofits encountered during installation).

5. For specified Improvement Measures utilizing an "Option B" M&V protocol, JCI will:

    A. confirm that the appropriate metering and data points required to track the variables associated with the applicable Improvement Measures' benefits calculation formulas are established; and

    B. set up appropriate data capture systems (e.g., trend and totalization data on the facility management system) necessary to track and report Measured Project Benefits for the applicable Improvement Measure.

6. [Insert additional M&V Services to the extent applicable to a specific project]

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ASSURED PERFORMANCE GUARANTEE – UTILITY METERS

I. PROJECT BENEFITS

A. Certain Definitions. For purposes of this Agreement, the following terms have the meanings set forth below:

Annual Project Benefits are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

Annual Project Benefits Realized are the Project Benefits actually realized for any one year of the Guarantee Term.

Annual Project Benefits Shortfall is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

Annual Project Benefits Surplus is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

Baseline is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section IV below.

Guarantee Term will commence on the first day of the month next following the Substantial Completion date and will continue through the duration of the M&V Services, subject to earlier termination as provided in this Agreement.

Installation Period is the period beginning on JCI's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term.

Measured Project Benefits are the increased meter accuracy benefits calculated in accordance with the methodologies set forth in Section III below.

Non-Measured Project Benefits are identified in Section II below. The Non-Measured Project Benefits have been agreed to by Customer and will be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below. Customer and JCI agree that: (i) the Non-Measured Project Benefits may include, but are not limited to, future capital and operational costs avoided as a result of the Work and implementation of the Improvement Measures, (ii) achievement of the Non-Measured Project Benefits is outside of JCI's control, and (iii) Customer has evaluated sufficient information to conclude that the Non-Measured Project Benefits will occur and bears sole responsibility for ensuring that the Non-Measured Project Benefits will be realized. Accordingly, the Non-Measured Project Benefits shall not be measured or monitored by JCI at any time during the Guarantee Term, but rather shall be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below.

Project Benefits are the Measured Project Benefits plus the Non-Measured Project Benefits to be achieved for a particular period during the term of this Agreement.

Total Project Benefits are the projected Project Benefits to be achieved during the entire term of this Agreement.

B. Project Benefits Summary. Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve a total of $_____ in Non-Measured Project Benefits and JCI guarantees that Customer will achieve a total of $_____ in Measured Project Benefits during the term of this Agreement, for Total Project Benefits of $_____, as set forth in the Total Project Benefits table below.

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Total Project Benefits

Year	Increased Meter Accuracy Benefit*	Operations & Maintenance Cost Avoidance**	Future Capital Cost Avoidance**	Annual Project Benefits
1	$	$	$	$
2	$	$	$	$
3	$	$	$	$
4	$	$	$	$
5	$	$	$	$
6	$	$	$	$
7	$	$	$	$
8	$	$	$	$
9	$	$	$	$
10	$	$	$	$
11	$	$	$	$
12	$	$	$	$
13	$	$	$	$
14	$	$	$	$
15	$	$	$	$
16	$	$	$	$
17	$	$	$	$
18	$	$	$	$
19	$	$	$	$
20	$	$	$	$
Total	**$**	**$**	**$**	**$**

*Increased Meter Accuracy Benefit is a Measured Project Benefit.
**Operations & Maintenance Cost Avoidance and Future Capital Cost Avoidance are Non-Measured Project Benefits. Operations & Maintenance Cost Avoidance and Future Capital Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of _____ (__%).

Within sixty (60) days of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved during the Installation Period plus any Non-Measured Project Benefits applicable to such period and advise Customer of same. Any Project Benefits achieved during the Installation Period may, at JCI's discretion, be allocated to the Annual Project Benefits for the first year of the Guarantee Term. Within sixty (60) days of each anniversary of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved for the applicable year plus any Non-Measured Project Benefits applicable to such period and advise Customer of same.

Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of its responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv)

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otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability hereunder.

C. Project Benefits Shortfalls or Surpluses.

(i) *Project Benefits Shortfalls*. If an Annual Project Benefits Shortfall occurs for any one year of the Guarantee Term, JCI shall, at its discretion and in any combination, (a) set off the amount of such shortfall against any unpaid balance Customer then owes to JCI, (b) where permitted by applicable law, increase the next year's amount of Annual Project Benefits by the amount of such shortfall, (c) pay to Customer the amount of such shortfall, or (d) subject to Customer's agreement, provide to Customer additional products or services, in the value of such shortfall, at no additional cost to Customer.*

(ii) *Project Benefits Surpluses*. If an Annual Project Benefits Surplus occurs for any one year of the Guarantee Term, JCI may, at its discretion and in any combination, (a) apply the amount of such surplus to set off any subsequent Annual Project Benefit Shortfall during the Guarantee Term, or (b) bill Customer for the amount of payments made pursuant to Section C(i)(c) above and/or the value of the products or services provided pursuant to clause C(i)(d) above, in an amount not to exceed the amount of such surplus.*

(iii) *Additional Improvements*. Where an Annual Project Benefits Shortfall has occurred, JCI may, subject to Customer's approval (which approval shall not be unreasonably withheld, conditioned, or delayed), implement additional Improvement Measures, at no cost to Customer, which may generate additional Project Benefits in future years of the Guarantee Term.

*In the event JCI is providing an Assured Performance Guarantee under Schedule 2 and Schedule 2A, Annual Project Benefits Shortfalls and Annual Project Benefits Surpluses under each such Schedule shall be reconciled against one another.

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II. NON-MEASURED PROJECT BENEFITS

[Insert detailed description of the sources of and bases for O&M and future capital cost avoidance.]

Customer has furnished the foregoing information to JCI, which information forms the basis of the Non-Measured Project Benefits. Customer agrees that the Non-Measured Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits.

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III. MEASUREMENT AND VERIFICATION METHODOLOGY

Based upon JCI's and Customer's investigation of the existing condition of certain of Customer's water meters, Customer has concluded that a significant percentage of such meters do not accurately measure billable consumption, and Customer is losing potential billable consumption revenue due to this inaccuracy. By replacing inaccurate meters with more accurate meters, it is expected that Customer will increase the volume of water registered by such meters and thereby increase measured billable consumption, assuming the same consumption levels prior to and after the Work has been performed. By applying accuracy increases to the Baseline water billing amounts supplied to JCI by Customer and set forth in Section IV below, it is expected that the impact of billing for the additional billable consumption would have resulted in increased billable consumption revenue of $ in the first year of the Guarantee Term as compared to the Baseline year. Customer recognizes, however, that actual revenues may differ from billable revenues and that the amount of actual revenues achieved in future periods will depend on other factors besides improved meter accuracy, such as, by way of example, collections ratio, consumption, and water utility rates, among others.

The pre-retrofit weighted average accuracy of meter sizes smaller than 3" has been calculated by testing a representative sample of the meter population as set forth in Schedule 1 (Scope of Work). The pre-retrofit accuracy of meter sizes 3" and larger has been calculated by testing the accuracy of the meter population set forth in Schedule 1 (Scope of Work). Weighted average accuracy is based on the American Water Works Association (AWWA) guidelines as set forth in the Manual of Water Supply Practices - M6, Fourth Edition, Water Meters - Selection, Installation, Testing and Maintenance. ©1999 American Water Works Association, ISBN 1-58321-017-2, as may be updated or revised from time to time by AWWA. The post-retrofit accuracy of new meters will be tested using the same AWWA guidelines.

JCI's guarantee relating to meters is limited solely to the accuracy of the meters, operating under normal conditions, which have been replaced pursuant to this Agreement and are set forth in the table of meter sizes and quantities in Section V below. No guarantee, express or implied, is provided with respect to any other matters, including, without limitation, the following items (and the effects thereof):

- ***water system revenue***
- ***water usage/consumption trends***
- ***water rationing programs***
- ***demographic and/or population shifts***
- ***changes in the industrial or commercial base***
- ***regulatory changes***
- ***droughts, floods, rainfall, or other weather or climactic conditions***
- ***water system pressure variations***
- ***non-metered water usage***
- ***failure to collect amounts due for billable consumption***
- ***changes in monthly base charges, monthly allowable minimum base consumption, or monthly volume charges***
- ***changes to water and sewer rate schedules***
- ***water quality***
- ***failure of the water system to meet governmental requirements***
- ***improper maintenance or unsound usage of the Improvement Measures or any related equipment***
- ***performance of automatic meter reading equipment***

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IV. BASELINE CALCULATIONS & POST-RETROFIT INCREASED METER ACCURACY BENEFIT

Annual Water Consumption, Revenue, and Related Data from _____ to _____

# of Accounts	Size	Rate Code	Total Revenue	Base Rate	Billable Above Base	Baseline	Potential Funding at ___ % Accuracy	Potential Benefit

The unit utility costs for the Baseline period are set forth below as "Utility Rates" and shall be used for all calculations made under this Schedule. The Utility Rates shall be escalated annually by the actual utility rate escalation but such escalation shall be no less than the mutually agreed "floor" escalation rate of _____ percent (__%).

[Insert Water and Sewer Rate Schedule]

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V. MEASUREMENT & VERIFICATION SERVICES

JCI will provide the M&V Services set forth below in connection with the Assured Performance Guarantee.

1. During the Installation Period, a JCI Performance Assurance Specialist will track Measured Project Benefits. JCI will report the Measured Project Benefits achieved during the Installation Period, as well as any Non-Measured Project Benefits applicable to the Installation Period, to Customer within 60 days of the commencement of the Guarantee Term.

2. Within 60 days of each anniversary of the commencement of the Guarantee Term, a JCI Performance Assurance Specialist will undertake the following testing activities to verify the accuracy of the meters set forth in the table below:

   A. clean meter location/setting;
   B. visually inspect location/setting for indications of water leakage;
   C. replace meters with new or refurbished meters that have been tested in accordance with AWWA standards;
   D. send removed meters to factory-approved testing facility for accuracy bench test;
   E. rebuild and clean removed meters and store for following year; and
   F. replace any damaged and/or inaccurate meters in the test set if damage and/or inaccuracy were caused by normal wear and tear (Customer shall be responsible to replace any damaged and/or inaccurate meters not in the test set, as set forth in Schedule 3 below, as well as those in the test set to the extent damage and/or inaccuracy is caused by factors other than normal wear and tear).

Meter Size	# of Meters to be Tested
0.625"	
0.625" x 0.75"	
0.75"	
1"	
1.5"	
2"	
3"	
4"	
6"	
8"	
10"	
12"	

With respect to meters smaller than 3", the average (central tendency) and variance (spread) will be calculated to estimate the population characteristics. Additional samples may be required if the variability in the sample test shows that the sample size is not sufficient to draw valid conclusions about the population. A complete retest will be conducted if the sample average is lower than the required weighted average accuracy. If these two samples are significantly different, another retest will be conducted.

3. Within 60 days of each anniversary of the commencement of the Guarantee Term, JCI will provide Customer with an annual report containing:

   A. an executive overview of the project's performance and Project Benefits achieved to date;
   B. a summary analysis of the Measured Project Benefits accounting; and

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C. a detailed analysis of the Measured Project Benefits calculations.

☐ WATER METER PERFORMANCE CONSULTING SERVICES

For the additional fee set forth in Schedule 4, JCI will provide the performance consulting services set forth below.*

1. Site visits as necessary to review status and operation of Improvement Measures.

2. Monthly review of the water pumped and billable water and sewer usage with performance period comparison to that of target values derived from Baseline year performance. Based upon trending results, a billable consumption evaluation and recommended corrective actions plan will be provided as required. Customer will be responsible for implementing any corrective actions.

3. Monthly evaluations of the billed data to assess the metering system and recommend a benefit optimization strategy to maximize value. The report will include:

   A. accounts that failed to register any consumption;

   B. accounts with minimal consumption as compared to past periods;

   C. accounts with abnormally high consumption as compared to past periods;

   D. accounts whose registered consumption is approaching the manufacturer's warranted usage limits;

   E. a review of the billed consumption and revenue of up to one hundred (100) accounts that have historically generated the highest billable consumption for Customer; and

   F. verification that the water and sewer rate structures are being applied correctly.

*In order for JCI to provide the consulting services, Customer must have a billing system that is capable of providing billing data extracts to JCI with all billing information in a file format that will permit performance analysis of the water system. Such billing information must be suitable for use in a Microsoft Access database and be available on a monthly basis in an ASCII Comma or Tab delimited format with the first line of the file being a header line to denote the data in each column. Monthly information with respect to each account includes the following:

• Account Number • Account Sequence – (if applicable) • Meter Sequence – (if applicable) • Cycle Code – (if applicable) • Route Code – (if applicable) • Sequence – (if applicable) • Customer Name • Customer Address • Rate Code – Water, Sewer, Irrigation (please provide one line of data per rate code)	• Account Status • Serial Number • Meter Size • Meter Manufacturer • Meter Location Information • Billing Date • Current odometer reading • Usage / consumption • Bill Amount (for each rate code item)

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CUSTOMER RESPONSIBILITIES

In order for JCI to perform its obligations under this Agreement with respect to the Work, the Assured Performance Guarantee, and the M&V Services, Customer shall be responsible for:

1. Providing JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work and/or M&V Services;

2. Providing for shut down and scheduling of affected locations during installation, including timely shutdowns of chilled water and hot water systems as needed to accomplish the Work and/or M&V Services;

3. Providing timely reviews and approvals of design submissions, proposed change orders, and other project documents;

4. Providing the following information with respect to the project and project site as soon as practicable following JCI's request:

    a. surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
    b. geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the project site;
    c. temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the project and enable JCI to perform the Work;
    d. a legal description of the project site;
    e. as-built and record drawings of any existing structures at the project site; and
    f. environmental studies, reports and impact statement describing the environmental conditions, including hazardous conditions or materials, in existence at the project site.

5. Securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable JCI to perform the Work;

6. Providing assistance to JCI in obtaining any permits, approvals, and licenses that are JCI's responsibility to obtain as set forth in Schedule 1;

7. Obtaining any permits, approvals, and licenses that are necessary for the performance of the Work and are not JCI's responsibility to obtain as set forth in Schedule 1;

8. Properly maintaining, and performing appropriate preventative maintenance on, all equipment and building systems affecting the Assured Performance Guarantee in accordance with manufacturers' standards and specifications;

9. Providing the utility bills, reports, and similar information reasonably necessary for administering JCI's obligations under the Assured Performance Guarantee within five (5) days of Customer receipt and/or generation or JCI's request therefor;

10. Providing all records relating to energy and/or water usage and related maintenance of the premises and relevant equipment requested by JCI;

*Johnson Controls, Inc. Initials:*_____ *Customer Initials:*_____

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11. Providing and installing utility sub-meters on all new construction and/or additions built during the Guarantee Term as recommended by JCI or, alternatively, paying JCI's applicable fees for calculating necessary adjustments to the Assured Performance Guarantee as a result of the new construction;

12. Providing and maintaining a dedicated telephone line and/or TCP/IP remote connection to facilitate remote monitoring of relevant equipment;

13. Promptly notifying JCI of any change in use or condition described in Section III of Schedule 2 or any other matter that may impact the Assured Performance Guarantee;

14. Taking all actions reasonably necessary to achieve the Non-Measured Project Benefits;

15. [INSERT ANY OTHER CUSTOMER RESPONSIBILITIES APPLICABLE TO PROJECT]

In addition to the foregoing, Customer is responsible for the items set forth below in connection with utility meter projects:

1. Isolating the utility system to allow for meter/valve change out, including identification of all shut-off valves;

2. Scheduling shutdowns, downtimes, and relocation of new commercial vaults;

3. Traffic safety during installation;

4. Ongoing care and maintenance of the utility system, including all meters, AMR equipment and systems, meter boxes, and meter vaults at or above manufacturers' specifications and recommendations;

5. [INSERT ANY OTHER CUSTOMER RESPONSIBILITIES APPLICABLE TO PROJECT]

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PRICE AND PAYMENT TERMS

Customer shall make payments to JCI pursuant to this Schedule 4.

1. *Work*. The price to be paid by Customer for the Work shall be $. Payments (including payment for materials delivered to JCI and work performed on and off-site) shall be made to JCI as follows:

First payment due:	[amount and date]
Second payment due:	[amount and date]
Third payment due:	[amount and date]
Final payment due:	[amount and date]

2. *M&V Services*. The total price for JCI's M&V Services, as detailed on Schedule 2 and/or Schedule 2A of this Agreement, is $. This amount will be paid to JCI in monthly/quarterly/annual installments of $. These payments will be due and payable when Customer receives JCI's invoice and in advance of the services JCI is to provide, and shall be made throughout the Guarantee Term.

   Monthly/Quarterly/Annual amount due: $

   Due Date:

   First payment due:

3. *Preventative Maintenance Services Agreement*. See Attachment 4 (Preventative Maintenance Services Agreement).

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Attachment 1

NOTICE TO PROCEED

Johnson Controls, Inc.
[Insert JCI Address]
ATTN: [Insert JCI Contact]

Re: Notice to Proceed for [Insert Project Name]

Dear [Insert JCI Contact]:

This Notice to Proceed is being issued by [Insert Customer Name] ("Customer") to Johnson Controls, Inc. ("JCI") pursuant to that certain Performance Contract entered into between Customer and JCI for the purpose of notifying JCI to commence work under such contract.

In the event that this Notice to Proceed is delivered by Customer prior to the execution of the Performance Contract by Customer and JCI, Customer understands and expects JCI will incur significant costs and expenses in complying with this Notice to Proceed. In the event the Performance Contract is not executed by the parties, for any reason, Customer agrees to pay JCI for its costs and fees incurred in complying with this Notice to Proceed on a time and material basis. Customer also agrees JCI shall be entitled to a reasonable markup thereon for profit and overhead. Customer agrees to pay amounts billed by JCI no later than five (5) days after Customer receives JCI's payment application. JCI will continue to submit payment applications to Customer until the Performance Contract is executed. Once the Performance Contract is executed, JCI will begin submitting its payment applications to Customer in accordance with the terms and conditions set forth therein. Any amounts already paid by Customer will be credited towards the Performance Contract price.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

[INSERT CUSTOMER NAME]

Signature:_____

Printed Name:_____

Title:_____

Date:_____

ACKNOWLEDGED & AGREED TO:

JOHNSON CONTROLS, INC.

Signature:_____

Printed Name:_____

Title:_____

Date:_____

Attachment 2

CHANGE ORDER

Performance Contract dated , 20 between Johnson Controls, Inc. and Customer	Change Order No.		Date (mo/day/yr)
Customer [Insert Customer Name]			

The above referenced Performance Contract is hereby modified to the extent described below in accordance with the Terms and Conditions of the CHANGE ORDERS section thereof.

Scope of Work changed as follows:

Total amount of this Change Order	$
Total Performance Contract amount as revised by this Change Order	$
The time for completion is: ☐ increased, ☐ decreased, ☐ unchanged. The new completion date resulting from this Change Order is:	(mo, day, yr)

[check if applicable] Assured Performance Guarantee changed as follows:

Unless specifically changed by this Change Order, all terms, conditions and provisions of the above referenced Performance Contract remain unchanged and in full effect.

JOHNSON CONTROLS, INC.	**CUSTOMER**
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:

PRELIMINARY

Attachment 3

CERTIFICATE OF SUBSTANTIAL COMPLETION

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
[Insert JCI Address]

[Insert Customer Name] ("Customer")
[Insert Customer Address]

PROJECT: [Insert Project Name]; Performance Contract dated _____ __, 20__ between JCI and Customer

By executing this Certificate of Substantial Completion, Customer acknowledges the following:

a. The work set forth in the Performance Contract is substantially complete.

b. Customer has received the manuals, warranty information, and training required under the Performance Contract.

c. The following punch list items must be completed by JCI (check as applicable):

☐ punch list attached
☐ punch list complete

d. Upon completion of the punch list items, or if such punch list items are complete, JCI and Customer shall sign the Certificate of Final Completion attached hereto.

Dated , 20 .

CUSTOMER:	**JOHNSON CONTROLS, INC.**
Signature:_____	Signature:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____

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Attachment 3

CERTIFICATE OF FINAL COMPLETION

PARTIES: JOHNSON CONTROLS, INC. ("JCI")
[Insert JCI Address]

[Insert Customer Name] ("Customer")
[Insert Customer Address]

PROJECT: [Insert Project Name]; Performance Contract dated _____ __, 20__ between JCI and Customer

By executing this Certificate of Final Completion, Customer acknowledges the following:

a. The work set forth in the Performance Contract has been reviewed and determined by Customer to be fully complete.

b. Customer accepts the work as complete and hereby releases JCI's obligations under any performance and payment bonds posted for the project as of the date set forth below.

Dated , 20 .

CUSTOMER:

Signature:_____

Printed Name:_____

Title:_____

JOHNSON CONTROLS, INC.

Signature:_____

Printed Name:_____

Title:_____

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PREVENTATIVE MAINTENANCE SERVICES AGREEMENT

Johnson Controls

YORK Factory Direct Service METASYS

Service Agreement

[Click **here** and type Customer name] ("Customer")

[Click **here** and type Customer Address]

[Click **here** and type Customer City, State Zip]

Proposal Date [Click **here** and type Date of Proposal]

Agreement # [Click **here** and type Agreement Number]

Agreement Rev [Click **here** and type Agreement Rev Number]

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term/Automatic Renewal

This Agreement takes effect on [Click **here** and type effective date] and will continue until [Click **here** and type End Date] ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least forty-five (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

Price and Payment Terms

The total Contract Price for JCI's Services during the Original Term is $[Click **here** and type Annual Contract Amount] annually. This amount will be paid to JCI in [Click **here** and type Number of Installments] installments of $[Click **here** and type Installment Amount]. These payments will be due and payable within fifteen (15) days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS, INC.

By _____

Signature _____

Title _____ **Date** _____

JCI Branch Manager _____ **Date** _____

(proposal not valid until signed by JCI Branch manager)

By _____

Signature _____

Title _____ **Date** _____

JCI Branch _____ **Branch Phone** _____ **Customer PO#** _____

Address _____

City, State, Zip _____

Schedule A

Equipment List (Selected Equipment to be Serviced)

Covered Equipment at Site: [Click **here** and type Site Name]

Customer Tag	Equipment	Size	Coverage Level	Extended Coverage	# of Oper	# of Comp

Schedule A (continued)

Supplemental Price and Payment Terms (Applies to Multi-Year Contracts Only)

	Total Annual Dollar Amount	Payment Frequency
Year 2	[Click **here** and type Annual Dollar Amount]	[Click **here** and type Payment Frequency]
Year 3	[Click **here** and type Annual Dollar Amount]	[Click **here** and type Payment Frequency]
Year 4	[Click **here** and type Annual Dollar Amount]	[Click **here** and type Payment Frequency]
Year 5	[Click **here** and type Annual Dollar Amount]	[Click **here** and type Payment Frequency]

Special Additions and Exceptions

- ☐ Training [Click **here** and type description from Telo]
- ☐ Measurement and Verification [Click **here** and type description from Telo]
- ☐ Energy Optimization [Click **here** and type description from Telo]
- ☐ Remote Equipment/Operations Monitoring [Click **here** and type description from Telo]
- ☐ [Click **here** and type any Additional Information]

Terms and Conditions

DEFINITIONS

COVERED EQUIPMENT is the equipment for which Services are to be provided under this Agreement as set forth in the attached Equipment List.
EQUIPMENT FAILURE means the sudden and accidental failure of moving parts or electric or electronic components that are part of the Covered Equipment and are necessary for its operation.
SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.
SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, such as grease, lubricants and sprays, depending on the Covered Equipment.
REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.
REPAIR MATERIALS are the parts necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts. At JCI's option, Repair Materials may be new, used, or reconditioned.

SERVICE COVERAGE OPTIONS

BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials if elsewhere noted in this Agreement, for Covered Equipment. No parts or equipment are provided for under BASIC COVERAGE.
PREMIUM COVERAGE means BASIC COVERAGE as well as Repair Labor, plus Repair Material if elsewhere noted in this Agreement for Covered Equipment.
EXTENDED SERVICE means service for repairs performed outside JCI's normal business hours (available either 24/5 or 24/7) and is available only if Customer has PREMIUM COVERAGE, as more fully described in Schedule A. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

If Services are performed, or materials, parts or equipment provided, beyond the scope or time period of those covered by the Service Coverage option selected by Customer, Customer agrees to pay JCI's standard fee for all additional Services, materials, parts and equipment.

A. INITIAL EQUIPMENT INSPECTION NECESSARY FOR PREMIUM COVERAGE

If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within 45 days of the date of this Agreement or as seasonal or operational conditions permit. JCI will advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With the Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working

condition. This work will be done at JCI's standard fee for parts and labor in effect at that time. If the Customer does not want JCI to do the work identified by JCI, or if Customer does not have the work done, the equipment will be removed from the list of Covered Equipment and the price of this Agreement will be adjusted accordingly. This inspection does not affect Customer's warranty. Should Customer not make recommended repairs, JCI reserves the right to invoice Customer for the cost of the inspection.

B. STANDARD OF CARE AND WARRANTIES

Customer understands JCI is a provider of services under this Agreement and shall not be considered a merchant or a vendor of goods. JCI warrants its Services will be provided in a good and workmanlike manner. Any Services not performed in a good and workmanlike manner will be re-performed by JCI provided Customer notifies JCI as soon as possible, which shall be no later than one calendar year from the date the Services were performed. Customer acknowledges that re-performance, as provided herein, shall be its exclusive and only remedy with regards to any Services provided by JCI.

If a part is installed as part of JCI's Services, JCI warrants the installed part will be free from defects in workmanship and material until the end of the Term or for one (1) year from the date on which JCI installs the part, whichever is earlier. If the part is covered under a manufacturer's warranty for a term less than one (1) year, JCI's warranty to the Customer as to such part shall be limited to the term of the manufacturer's warranty. In order to assert a warranty claim, Customer must provide prompt written notice to JCI of its claim during the applicable warranty period. Any claim based upon this warranty must be brought within one (1) year of the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitation. JCI's sole obligation under this warranty shall be to repair or replace the defective part without charge to Customer during such warranty period. **If JCI installs or furnishes equipment under this Agreement, and the equipment is covered by a warranty from the manufacturer, JCI will, to the extent transferable, transfer the benefits of such manufacturer's warranty to Customer. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, ALL OTHER EQUIPMENT, MATERIALS, PARTS AND OTHER ITEMS PROVIDED BY JCI ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.**

CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE THE SOLE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER FURTHER ACKNOWLEDGES THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY JCI, ITS AGENTS OR EMPLOYEES, SHALL CREATE A WARRANTY IN ANY WAY WHATSOEVER

C. EXCLUSIONS

JCI's Services and Warranty obligations do not include:

1) supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as refrigerant, ribbons, bulbs, and paper;
2) failures beyond JCI's reasonable control, including (i) acts of God, (ii) abuse or misuse of equipment, (iii) alterations, adjustments, attachments, combinations, modifications, or repairs to equipment not performed or provided by JCI, (iv) items caused by or related to equipment not covered by this Agreement, (v) operator error, (vi) failure to comply with Customer's obligations contained in this Agreement, (vii) use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer (including improper water treatment), and (viii) site-related problems, including power failures and fluctuations and failure to keep the site clean and free of dust, sand and other particles or debris;
3) service calls due to warranty claims on the Covered Equipment;
4) repainting or refinishing Covered Equipment;
5) electrical work to the Customer's facility;
6) stockpiling of parts or supplies;
7) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
8) service calls resulting from the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
9) service calls required because JCI had previously been denied access to the equipment;
10) disposal of hazardous wastes. Hazardous wastes remain the property and the responsibility of the Customer even when removed from equipment or replaced by JCI as provided by the terms of this Agreement. The Customer shall be responsible for the proper storage and disposal of hazardous wastes. This includes, but is not limited to, used oil, contaminated or uncontaminated refrigerant, and PCBs; and
11) normal wear and tear.

D. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1) The Customer warrants that all Covered Equipment is in good working condition and that the Customer has given JCI all information concerning the condition of the Covered Equipment.
2) The Customer agrees that, during the Term of this Agreement, the Customer will:
   (a) operate the Covered Equipment according to the manufacturer's and JCI's recommendations;
   (b) keep accurate and current work logs and information on the Covered Equipment as recommended by the manufacturer and JCI;
   (c) provide an adequate environment for Covered Equipment as recommended by the manufacturer and JCI, including, but not limited to, adequate space, electrical power, air conditioning, and humidity control;
   (d) notify JCI immediately of any equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
   (e) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
   (f) provide proper condenser and boiler water treatment, as necessary, for the proper functioning of Covered Equipment, if such services are not JCI's responsibility under this Agreement; and

(g) cooperate with JCI and provide any and all necessary information to facilitate the delivery of the Services by JCI as described herein in a timely manner; and

3) The Customer acknowledges that its failure to meet its obligations will relieve JCI of any responsibility, to the extent provided in this Agreement, for any equipment breakdown, or any necessary repair or replacement of any equipment and to provide any Services.

E. CHANGES TO CUSTOMER EQUIPMENT

The Customer retains the right to make changes or alterations to the Covered Equipment. If, in JCI's sole opinion, such changes or alterations affect JCI's Services or obligations, JCI shall have the right to make appropriate changes to the scope of this Agreement or the Contract Price.

F. ACCESS

The Customer will give JCI full access to all equipment that is either Covered Equipment or associated with Covered Equipment when JCI requests such access. If access cannot be provided, JCI's obligations under this Agreement will be suspended until such access is provided. Matters affecting JCI's access to the Covered Equipment may include, but are not limited to, the removal, replacement, repair, refinishing, restoration, reconstruction, or other remedial actions taken by the Customer with respect to equipment or to the Customer's facility. Suspension of JCI's duties for this reason will not cancel or suspend any of the Customer's obligations under this Agreement.

G. INDEMNITY

JCI and the Customer agree to indemnify the other Party and their officers, agents, directors, and employees, from third party claims, demands, or suits for bodily injury, including death, or tangible property damage resulting from the intentional misconduct or any negligent acts by their employees or agents. Customer expressly agrees JCI shall be responsible only for such injury or damage caused by the intentional misconduct or the negligent act of JCI's employees and agents and JCI shall not be responsible for any injury or damage caused, or contributed to, in any manner by Customer or any third-party. The obligations of JCI and of the Customer under this paragraph are further subject to paragraphs H and O below.

H. LIMITATION OF LIABILITY

JCI SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR THE LIKE) CAUSED BY THE MATERIALS, EQUIPMENT, PARTS OR SERVICES PROVIDED HEREUNDER OR THE FAILURE OF THE MATERIAL, EQUIPMENT, PART OR SERVICE TO PERFORM, ACCURATELY PERFORM, TIMELY PERFORM, OR OTHERWISE MEET THE NEEDS, SPECIFICATIONS OR EXPECTATIONS OF CUSTOMER, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF JCI OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. JCI'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE GREATER OF (i) $25,000, OR (ii) THE AGGREGATE FEES PAID BY CUSTOMER TO JCI FOR THE SERVICES.

The waiver of warranty, exclusive remedies, waiver of consequential damages and limitation of liability set forth in this Agreement are fundamental elements of the basis for this Agreement. JCI would not be able to provide the products, parts or Services on an economic basis, and would not have entered into this Agreement, without such limitations

I. FORCE MAJEURE

1) JCI shall not be responsible to the Customer for damage, loss, injury, or delay caused by conditions beyond JCI's reasonable control, and without the intentional misconduct or negligence of JCI. Such conditions include, but are not limited to: (a) acts of God; (b) acts of Government agencies; (c) strikes; (d) labor disputes; (e) fire; (f) explosions or other casualties; (g) thefts; (h) vandalism; (i) terrorism, riots or war; or (j) unavailability of parts, materials or supplies.
2) If this Agreement covers fire safety or security equipment, the Customer understands that JCI is not an insurer regarding those services. JCI shall not be responsible for any damage or loss whatsoever that may result from fire safety or security equipment that fails to perform properly or fails to prevent loss or damage.
3) JCI is not responsible for any injury, loss, or damage caused by equipment that is not Covered Equipment.

J. RENEWAL PRICE ADJUSTMENT

JCI will provide Customer with notice of any adjustments to the Price and Payment Terms provision of this Agreement applicable to a renewal period no later than forty-five (45) days prior to the commencement of such renewal period. Unless the Customer terminates the Agreement as provided in the Term/Automatic Renewal provision of this Agreement, the adjusted price shall be the price for the renewal period.

K. JCI's EQUIPMENT

JCI may provide tools, documentation, panels, or other control equipment in the Customer's building for JCI's convenience in performing JCI's Services. Such equipment shall remain JCI's property and JCI retains the right to remove the same during the Term or upon the termination of this Agreement.

L. JCI's EMPLOYEES

The Customer acknowledges that JCI's employees are a valuable asset to JCI. In the event during the Term of this Agreement or one hundred eighty (180) days thereafter Customer hires any JCI employee who worked at the Customer's facility at any time the Customer agrees to 1) pay JCI an amount equal to 12 months salary for such employee, and 2) reimburse JCI for all costs associated with any training JCI provided to such employee during the three years before the date the Customer hires such employee.

M. RESOLUTION OF DISPUTES

Customer shall make all payments to JCI when due in accordance with the Price and Payment Terms provision of this Agreement or any renewal adjustments thereto, and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services hereunder.

1) JCI and Customer will attempt to settle any controversy, dispute, difference, or claim between them concerning the performance, enforcement, or interpretation of this Agreement (collectively, "Dispute") through direct discussion in good faith, but if unsuccessful, will submit any Dispute to non-binding mediation in the nearest major metropolitan area of the state where the project is performed. If the parties are unable to agree on a mediator or a date for mediation, either party may request JAMS, Inc. to appoint a mediator and designate the time and procedure for mediation. Such mediator shall be knowledgeable, to each party's reasonable satisfaction, with respect to matters concerning construction law. Neither JCI nor Customer will file a lawsuit against the other until not less than sixty (60) days after the mediation referred to herein has occurred, unless one or both parties is genuinely and reasonably concerned that any applicable statute of limitations is on the verge of expiring. JCI AND CUSTOMER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL AS TO ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT, INCLUDING CONTRACT, TORT AND STATUTORY CLAIMS, AND EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS UNDER THIS AGREEMENT.
2) Services Obligation Suspended: The Parties agree while mediation of the Dispute is pending, JCI's obligation to provide continued Services as set forth in this Agreement shall be temporarily suspended until the arbitration award is issued. In the event JCI elects to suspend its Services Customer will remain obligated to pay any outstanding amounts owed JCI but will not be obligated to pay for the Services suspended. The right of JCI to suspend its Services hereunder is in addition to all other rights JCI may have at law or in equity and does not impair the rights of JCI with regard to a Dispute hereunder. **The Customer expressly agrees JCI may not be held liable for damages of any nature which Customer may suffer as a result of JCI's temporary suspension of its Services in accordance with this provision.**
3) The rights and obligations of JCI herein are in addition to, and do not alter, impair, limit, or otherwise waive any other rights granted JCI in equity or by statute.

N. TERMINATION

In addition to the Term/Automatic Renewal provision of this Agreement, JCI and the Customer agree in the event either Party refuses or fails to perform its obligations under this Agreement in the manner specified herein, the affected Party must provide the other with written notice containing a detailed description of the alleged deficiency or breach, including specific reference to the applicable provision(s) of this Agreement within five (5) days of the alleged deficiency or breach. Should the Party alleged to be in breach of this Agreement fail to respond in writing to, or take action to cure the alleged deficiency or breach within ten (10) days of the written notice of same, the affected Party may terminate this Agreement for cause. In the event the Agreement is terminated for cause, Customer shall make payment to JCI for all undisputed amounts owed within ten (10) days of the termination effective date. A Party's termination of this Agreement for cause shall be without prejudice to any other right or remedy.

O. ASBESTOS, MOLD AND HAZARDOUS MATERIALS

1) Asbestos-Containing Materials: Neither Party desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Customer shall supply JCI with any information in its possession relating to the presence of ACM in areas where JCI undertakes any Services that may result in the disturbance of ACM. It is JCI's policy to seek certification for facilities constructed prior to 1982 that no ACM is present, and Customer shall provide such certification for buildings it owns, or aid JCI in receiving such certification from facility owners in the case of buildings that it does not own, if JCI will undertake Services in the facility that could disturb ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM that may be disturbed by JCI's Services, it shall immediately stop the Services in the affected area and notify the other's contacts. As between Customer and JCI, Customer shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws and addressing the impact of its disturbance before JCI continues with its Services, unless JCI had actual knowledge that ACM was present and acted in disregard of that knowledge, in which case (a) JCI shall be responsible at is sole expense for remediating areas impacted by the disturbance of the ACM, and (b) Customer shall resume its responsibilities for the ACM after JCI's remediation has been completed.
2) Other Hazardous Materials: JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal or disposal of mold, regardless of the cause of the mold. JCI shall be responsible for removing or disposing of any Hazardous Materials that it uses in providing Services ("JCI Hazardous Materials") and, other than mold, for the remediation of any areas impacted by the release of JCI Hazardous Materials. For other Hazardous Materials that may be otherwise present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of such materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other's contacts. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of mold and Non-JCI Hazardous Materials from it facilities and the remediation of any areas impacted by mold or the release of the Non-JCI Hazardous Materials. Notwithstanding the forgoing, if JCI had actual knowledge that Non-JCI Hazardous Materials other than

mold were present and acted in disregard of that knowledge, then in such case (a) JCI shall be responsible at its sole expense for the remediation of any areas impacted by JCI's release of such Hazardous Materials, and (b) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services.

3) Environmental Indemnity. To the fullest extent permitted by law, Customer shall indemnify and hold harmless JCI and JCI's Subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and successors and assigns, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from Customer's or the owner's use, storage, release, discharge, handling or presence of ACM or Non-JCI Hazardous Materials on, under or about the facility(ies), or the noncompliance with this Section O. To the fullest extent permitted by law, JCI shall indemnify and hold harmless Customer, its officers, directors, employees, agents, representatives, shareholders, affiliates, successors and assigns, from and against any and all losses, claims, damages, expenses (including reasonable legal fees and defense costs), claim, causes of action or liability, directly or indirectly, relating to or arising from JCI's use, storage, release, discharge, handling or presence of JCI Hazardous Materials on, under or about the facility(ies), or the noncompliance with this Section O.

P. ASSESSMENT

It is the Customer's responsibility to pay all taxes or other government charges relating to the Services, transfer, use, ownership, servicing, or possession of any equipment relating to this Agreement.

Q. MISCELLANEOUS PROVISIONS

1) Any notice that is required to be given under this Agreement must be in writing and sent to the Party at the address noted on the first page of this Agreement.
2) This Agreement cannot be transferred or assigned by Customer without the prior written consent of JCI.
3) This Agreement is the entire Agreement between JCI and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between JCI and the Customer.
4) Any change or modification to this Agreement will not be effective unless made in writing. Such written modification must specifically indicate that it is an amendment, change, or modifications to this Agreement.
5) The Customer acknowledges and agrees that any purchase order issued by Customer, in accordance with this Agreement, is intended only to establish payment authority for the Customer's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the Customer's purchase order will have any force or effect.
6) Should any changes to relevant regulations, laws, or codes substantially affect JCI's Services or obligations, the Customer agrees to negotiate in good faith with JCI for appropriate and equitable changes to the scope or price of the Agreement or both.
7) The Parties agree and acknowledge that this is a negotiated agreement and that the rule of construction that any ambiguities are to be construed against the drafting Party shall not apply.
8) Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against JCI. The Services under this Agreement are being performed solely for the Customer's benefit, and no other party or entity shall have any claim against JCI because of this Agreement or the performance or non-performance of the Services hereunder.
9) The failure of JCI or the Customer to insist upon, or to delay enforcing the strict performance of the terms and conditions hereof, or any right or remedy, as provider herein, shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of JCI or the Customer.

R. CHOICE OF LAW

This Agreement shall be subject to and governed by the laws of the State where the project is located.

S. SEVERANCE

Should any term, part, portion, or provision of this Agreement be decided or declared by the courts to be, or otherwise found to be, illegal or in conflict with any law of the state governing this Agreement or the United States, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions, and provisions shall be deemed severable and shall not be affected thereby, provided such remaining parts, terms, portions, or provisions can be construed in the substance to constitute the Agreement that the Parties intended to enter into in the first instance.

T. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in and to any (a) deliverables provided to Customer hereunder, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto or derivatives thereof ("Deliverables") and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations hereunder. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, employed or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements or modifications thereto or derivatives thereof.

[END OF DOCUMENT]

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